

and transportation of oil, gas and water.

TO HAVE AND TO HOLD THE SAID PREMISES for a term of years ending August 15, 1912.

THE ABOVE GRANT IS MADE UPON THE FOLLOWING TERMS:

1. The lessee agrees to commence operations upon said premises within one year from this date or thereafter to pay to the lessor an annual rental of One Dollar per acre in advance for further delay until operations are commenced. Said rentals to be deposited to the credit of the lessor in First National Bank of Collinsville, Oklahoma, or to be paid direct to the said lessor, and a failure to commence said operations or to pay said rentals shall render this lease null and void and neither party hereto shall be held to any accrued liability or to any damages or be liable upon any stipulations or conditions herein contained.

2. If Oil be found in paying quantities upon said premises the lessee agrees to deliver to lessor in the pipe line with which it may connect the well or wells the one eighth part of all oil produced or saved from said premises.

3. The lessee agrees to pay in annual payments at the end of each year Two Hundred Dollars (\$200.00) on each gas producing well, during the time only when utilized: no rental to be paid while gas well is capped or closed in or not utilized. The lessor to have the free use of gas at the wells for domestic purposes in their residence on these premises.

4. The lessor shall have the right to use said premises for farming purposes except such part thereof as may be reasonably necessary for said mining operations. The lessee to have a credit of any drilling penalty paid in advance for failure to drill within one year, prorated and credited on the unexpired period, on the stipulated royalties for gas wells, that is to say the rental of One Dollar per acre shall cease immediately upon commencing operations to drill a well.

5. The lessee shall have the right to use oil or gas from the wells on this lease for the purpose of operating said wells, and wells (for test purposes) owned by lessee on other farms.

6. The lessee shall pay all damages to growing crops caused by aforesaid operations.

7. No well shall be drilled nearer than 200 feet to the buildings on said premises except by consent of the lessor. This lease is made under a Confirmatory Order of the Probate Court of Nov. 25, 1908, Recorded in Book 52, Page 287 Register of Deeds Office.

8. The lessee shall have the right to erect, maintain, operate and remove all necessary pipes, pipe lines, steam, water, gas and shackle lines connecting <sup>with pipe lines</sup> to and from adjoining lands controlled by the lessee.

9. The lessee may at any time upon the payment of One Dollar to the lessor, or depositing to their credit in the Bank aforesaid, remove all its property and re-convey the lessor or their assigns, the premises hereby conveyed and thereupon this instrument shall become null and void and end without further proceeding.

IT IS UNDERSTOOD between the parties to this agreement that all conditions and covenants between the parties hereto shall extend to and be binding on their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals the day and year first above written.

WITNESS to execution by lessor:

F. M. Bussey,

Haskell B. Talley, P.O. Tulsa, Okla.

Guardian Francis M. Bussey, Jr., minor.

Buford Carden, P. O. Claremore, Okla.

THE HENRY OIL CO. (CORPORATE SEAL)

Witnesses to execution by lessee:

By Robert L. Henry, President.

Haskell B. Talley, P. O. Tulsa, Okla.

ATTEST:

Buford Carden, P. O. Claremore, Okla.

J. H. McFarland, Secretary.