

It is further agreed by and between the parties hereto that upon the payment of the said Nine Hundred Fifty (950) Dollars, when due, as aforesaid, that the lessee shall pay an additional sum of Twenty-Five (\$25.00) Dollars per annum, payable in advance, as a cash rental for the said premises, which said sum the lessor agrees to accept and it is further agreed that the payment of said sum of Twenty Five Dollars annually, as aforesaid shall vest in the said lessees during the remainder of the term of this lease, the grant hereunder, and it is also agreed that the completion of a well, producing or otherwise, on the said land by the said lessee, shall vest in said lessees during the remainder of the term of this lease, the grant hereunder, including the exclusive right to make such other and further search for oil, gas, coal and other minerals, as said lessees may desire.

It is further agreed by and between the parties hereto that the said lessees shall yield and pay to the said lessor one-tenth (1/10) part or share of all the oil which they may obtain and save from the said land, which said share shall be delivered to the said lessor at the lessees' tanks at the said wells or for the lessor's credit to such pipe line company as may connect its lines with said tanks, and the said lessees shall pay for the gas from each well, which shall not produce oil in paying quantities but which shall produce gas in marketable quantities, a royalty of Fifty (\$50.00) Dollars for each year on each well in advance while the gas shall be sold by the said lessees, in case coal is found in paying quantities on said premises; the lessees agree to pay the lessor the sum of ten (10) cents per ton for each ton marketed.

It is further agreed that the terms, covenants and conditions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the said lessor and lessees, respectively, with the same force and effect as they are hereby binding upon the lessor and lessees.

Executed this 26th, day of May 1909.

Rose L. Warner
John O. Mitchell
M. B. Shutts
W. L. North.

STATE OF OKLAHOMA,)
 : SS.
T U L S A COUNTY.)

BEFORE ME, Z. I. J. Holt, a Notary Public, in and for the County and State aforesaid on this 26th, day of May 1909, personally appeared Rose L. Warner, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 26th, day of May 1909.

Z. I. J. Holt, Notary Public.

(SEAL) My commission expires May 22nd 1911.

Filed for record at Tulsa, Okla., Sep. 14, 1909, at 5 o'clock P. M.

H. C. Walkley, Register of Deeds (SEAL)