

COMPARED

OIL AND GAS LEASE

THIS LEASE, made this 26th day of October A. D. 1909 by and between Susan Wilson, a single woman of Dawson, Oklahoma of the first part and Big 5 Oil & Gas Company of the second part.

WITNESSETH, that the said party of the first part, in consideration of \$10.00 in hand paid, the receipt of which is hereby acknowledged, and the stipulations, rents and covenants herein after contained, on the part of the said party of the second part, its heirs, executors, administrators, successors and assigns, to be paid, kept and performed, has granted, demised and let unto the said party of the second part, its heirs, executors, administrators, successors and assigns, for the sole and only purpose of drilling and operating for Petroleum Oil and Gas for the term of five years, or as long thereafter as Oil or Gas is found in paying quantities, all that certain tract of land, situated in the county of Tulsa, State of Oklahoma, and particularly described as follows, to-wit:

The Southeast quarter of the southeast quarter of the Southwest Quarter of Section Twenty-five (25), Township Twenty (20- North, range Thirteen (13) East, containing Ten (10) acres, more or less, according to the U. S. Government survey thereof. Containing Ten (10) acres, more or less; excepting and reserving therefrom---- feet around the buildings on said premises, upon which there shall be no wells drilled; the boundaries of which shall be designated and fixed by the said party of the first part.

The said second party hereby agrees, in consideration of the said lease of the above described premises, to give said first part One-eight royalty share of all the oil or mineral produced and saved from said premises, except that used for operating purposes on the premises, and the sum of One Hundred fifty and no/100 (\$150.00) Dollars per annum for each and every gas well drilled on the premises herein described and while gas is piped and sold from the same off the premises. The said second party agrees not to unnecessarily disturb growing crops thereon, or the fences.

The said second party is hereby granted the right to enter upon the above described premises at any time for the purpose of mining or drilling and the right of way to and from the place of operation or drilling and the right to lay pipe lines for the purpose of conveying or conducting water, steam, gas or oil over and across said premises and also the right to remove at any time and all machinery, oil well supplies or appurtenance of any kind belonging to said second party.

The said party of the second part agrees to commence one well within twelve months from the date hereof (unavoidable accidents and delays excepted), and in case of failure to commence one well within such time, the party of the second part hereby agrees to pay thereafter to the party of the first part for any further delay the sum of Ten dollars per annum, payable semiannually, as a rental on the same thereafter until a well is commenced on the premises abandoned, payable at Tulsa, Okla., and the party of the first part hereby agree to accept such sum as full consideration and payment for such yearly delay until one well shall be commenced and a failure to commence one well or to make any of such