

COMPARED

LEASE

AGREEMENT, made and entered into the 14 day of December A. D. 1909 by and between Ira O. Butts, guardian of Goldie M. Butts, a minor of Collinsville, Rogers County, Oklahoma party of the first part, lessor and Texas-Oklahoma Investment Company, of Muskogee, Oklahoma party of the second part, lessee:

Witnesseth, that the said party of the first part, for and in consideration of the sum of One dollar to him in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the party of the second part to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said second party, its successors or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, and of building tanks, towers, stations and structures thereon to produce and take care of said products, all that certain tract of land situate in the county of Tulsa, state of Oklahoma described as follows, to-wit:

The E 1/2 of the N.E1/4 of the NE1/4 of Sec 35, twp. 22, range 12, the E1/2 of NW 1/4 of NW 1/4 and NW 1/4 of NW1/4 of NW1/4 of Sec. 36, Twp 22, Range 12, and NW1/4 of SW1/4 of NE1/4 of Sec. 23, Twp. 22, Range 12, containing in all 60 acres.

It is agreed that this lease shall remain in force for the term of 10 years from this date and as long thereafter as oil or gas or either of them is produced therefrom by the party of the second part, its successors or assigns.

In consideration of the premises the said party of the second part covenants and agrees:

1st: To deliver to the credit of the first party his heirs or assigns free of cost, in the pipe line to which it may connect its wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises

2nd. To pay to first party two hundred (\$200.00) dollars each year in advance, for the gas from each well where gas only is found, while the same is being used off the premises, and the first party to have gas free of cost to heat three stoves in dwelling house on said premises, the same time.

3rd. To pay to first party for gas produced from any oil well and used off the premises at the rate of fifty (\$50.00) dollars per year, for the time during which such gas shall be so used, said payments to be made each three months in advance.

The party of the second part agrees to complete a well on said premises within six months from the date hereof or pay at the rate of sixty (\$60.00) dollars in advance for each additional twelve months such completion is delayed from the time above mentioned for the completion of such well until a well is completed; and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent under this provision during the remainder of the term of this lease.

The party of the second part shall have the right to use gas, oil and water produced on said land for its operations thereon except water

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