

the following conditions, towit: the lessee must begin actual drilling operations upon the above described premises within six months from the approval of this lease, and to continue without interruption until a well is completed, unavoidable casualties excepted, and to drill into what is the known Bartlesville Sand, and if no oil is found in the Bartlesville Sand, then to drill on into the known Burgess Sand; and to drill all necessary off set wells to commit no waste in said drilling operations and if oil is found in paying quantities to justify operations then to pay all damages caused by said drilling operations to growing crops or improvements on said premises, and to conduct all drilling operations in a good workmanlike manner; and to pay to the lessor a one eighth part of all oil mined and produced and saved on said premises, and to deliver the same to the pipe line. The lessor grants to the lessee the right to erect and maintain all buildings and structures necessary to said drilling operations; the exclusive right to lay pipes or sluices necessary for the mining and transportation of oil or gas found on said premises.

If gas only is found in large enough quantities to transport then the lessee shall pay to the lessor the sum of \$250.00 per annum for the product of each gas producing well from which gas is sold also to give to the lessor free gas for dwellings on said premises for heating and lighting purposes.

In the event the first well should be a dry hole, then the lessee should have one year within which to drill another well and if no well is drilled within the one year then this lease shall be void.

The lessee is to have free use of sufficient gas, oil, and water to run all necessary machinery for mining and producing and transporting oil on the above described premises, the right to remove all property at any time, and may cancel and annul this agreement as to all or any undrilled portion of said premises at any time upon the payment of Five Dollars to the lessor.

It is understood between the parties hereto that this agreement shall extend to their heirs successors executors or assigns.

In witness whereof the parties have hereunto set their names on this the 2 day of Sept. 1910

(Corp Seal)

Attest S. Rabinovitz, Secretary

W.P. Phillips, Guardian of Penn. Phillips
a minor.

Herman Oil & Gas company
D. Rabinovitz, president

State of Oklahoma, County of Tulsa SS.

Personally appeared before me, W.P. Phillips, to me known to be the person who signed the above and forgoing instrument, to me well known who being by me daily sworn says that he signed and executed the above instrument for the purposes and considerations therein set forth as his free and voluntary act and deed.

In testimony whereof I have hereunto set my name and official seal this the 2 day of Sep. 1910.

G.W. Davis, Clerk.

(Court Seal)

This lease approved this the 2nd day of Sep. 1910.

N.J. Gubser, County Judge

Filed for record at Tulsa, Okla Dec 14, 1910 at 3 P.M.

H.C. Walkley, Register of deeds (seal)