

And the party of the second part shall have the free access and right of way on and over said land, and to lay and maintain oil tanks thereon for the purposes of caring for and handling the oil produced on said land, and to do all things thereon which the said party of the second part may deem necessary for his use in the full enjoyment of all the benefits accruing and belonging, or that may accrue and belong to the party of the second part under this lease, and upon the termination of this lease to remove from said land all tanks, pipes and machinery built, laid or erected upon said land.

It is further covenanted and agreed by the party of the second part that in entering upon and using said leased premises for mining purposes as aforesaid, if any damages result to the occupants and holders of said land for agricultural purposes, that the party of the second part will well and truly pay such damages, and hold harmless the parties of the first part from any claim of damages arising therefrom.

And it is further covenanted and contracted and agreed by the parties hereto that the performance of each and all of the covenants hereby made and undertaken by the party of the second part shall be and are conditions precedent to the validity of this lease, and that the violation of any of the covenants and agreements of the party of the second part herein made and contained shall operate to cancel and annul this lease, and the parties of the first part, may proceed without notice to the party of the second part, upon the ~~breach~~ breach of any of the terms, covenants and conditions of this lease by the party of the second part, to cancel and annul the same, and enter upon the possession of said leased premises.

IN WITNESS WHEREOF, we have hereunto set our hands this 11th day of March, 1910.

W. G. Brockman,

Henry C. Brockman.

Parties of the first part.

*The J. Walsh
party of the second part*

State of Oklahoma,)
County of Tulsa.) SS.

Before me, C. R. Adams, a Notary Public in and for said County and State, on this 11th day of March, 1910, personally appeared W. G. Brockman and Henry C. Brockman, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal as such Notary Public on the day last mentioned.

C. R. Adams, Notary Public.

(Seal)

My commission expires May 22, 1913.

Filed for record at Tulsa, Okla. Mar. 15, 1910 at 3 o'clock P. M.

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

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