

State of Oklahoma Tulsa County SS.

Before me F.S. Hurd, a Notary Public on this 2nd day of July 1910, personally appeared Eliza Cooper and E. H. Harless who are 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 notarial seal the day and year last above written.

(seal)

F.S. Hurd, Notary Public.

My commission expires Jan. 21, 1911.

Filed for record at Tulsa, Okla July 5, 1910 at 8 o'clock A.M.

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

OIL AND GAS LEASE.

COMPARED

THIS AGREEMENT, made this 1st day of July A.D. 1910, by and between E.B. Bynum of Tulsa, Okla. of the first part, and The producers oil Company of the Second part,

WITNESSETH, That the said party of the first part for two Hundred no/100 Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter mentioned does grant, demise, leases, and lets unto the party of the second part their heirs and assigns, all the oil and gas in and under that certain tract of land for the purpose and with the exclusive right of drilling and operating for oil and gas which said tract of land is situated in the county of Tulsa, State of Oklahoma, and described as follows to-wit:

S 1/2 of N 1/2 of SW 1/4 Section 32, Township 19 Range 13 Acres 40. Containing 40 acres more or less. But no wells shall be drilled within 200 Hundred feet of the present buildings except by mutual consent.

The party of the first part grants the further privilege to the party of the second part, their heirs and assigns of using sufficient water, oil and gas from the premises necessary to the operations thereon, and all rights and privileges necessary for conducting said operations, and the transportation of oil and gas, and the right to move at any time any machinery or fixtures placed on the premises by said lessees.

TO HAVE AND TO HOLD the same unto the said party of the second part their heirs and assigns, for the term of 5 years from the date hereof, and as long thereafter as oil or gas is being produced therefrom by said lessees.

In consideration whereof, the said party of the second part agrees to deliver to party of the first part in tanks or pipe-lines the one eighth part of all oil produced and saved from the leased premises. And should gas be found on said premises in paying quantities, second part-- agrees to pay one hundred fifty dollars yearly, in advance for the product of each gas well, while the same is being sold off the premises, and first party shall have free use of the gas for domestic purposes by making her own connections for such gas at her own risk and expense,

Second party agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises and to pay for all damage to growing crops caused by said operations.

It is agreed, that, if a well is not commenced on said premises within one year from the date hereof, then this lease and agreement shall be null and void, unless the