

AGREEMENT, Made and entered into the 9th day of February, A. D. 1913, by and between

Copas & Beyle of Tulsa County,  
of State of Oklahoma, part 4 of the first part, lessor, and Nichols Martin  
a corporation, of Tulsa Oklahoma, part 4 of the second part, lessee.

WITNESSETH, That the said part 4 of the first part, for and in consideration of the sum of one dollar & no more, in hand well and truly paid by the said part 4 of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the part 4 of the second part, to be paid, kept and performed, has granted, demised, leased and let, and of these presents does grant, demise, lease and let unto the said part 4 of the second part, his heirs, executors, administrators, successors and assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, constructing tanks, buildings and other structures thereon in the rate of said production, with the right to use of land situate in the County of Tulsa, State of Oklahoma, described as follows, to-wit:

15.59 Acres of Lot Three Section 8 Township 18 North  
Range 12 East

of Section 8, Township 18 North, Range 12 East, and containing 15.59 acres, more or less.

It is agreed that this lease shall remain in force for the term of ten years from this date, and as long thereafter as oil or gas or either of them is produced therefrom by the part 4 of the second part, his heirs, executors, administrators, successors and assigns.

In consideration of the premises the said part 4 of the second part covenants and agrees:

1st. To deliver to the credit of the first part his heirs, executors, administrators, successors and assigns, free of cost, in the pipe line to which may connect his wells, the equal part of all oil produced and saved from the leased premises.

2nd. To pay to first part one dollar 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 part to have gas free of cost to heat stoves in dwelling house on said premises during the same time.

3rd. To pay to first part for gas produced from any oil well and used off the premises at the rate of 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 part 4 of the second part agrees to complete a well on said premises within from the date hereof, or pay at the rate of Dollars, in advance, for each additional 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 part 4 of the second part shall have the right to use gas, oil and water from wells, springs or streams produced on said land for its operation thereon, except water from wells of first part.

When requested by first part the second part shall bury pipe lines below plough depth on cultivated land.

No well shall be drilled nearer than feet to the house or barn on said premises.

Second party shall pay for damages caused by it to growing crops on said lands.

The part 4 of the second part shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. All payments which may fall due under this lease may be made direct to credit in or deposited to credit in.

The part 4 of the second part his heirs, executors, administrators, successors and assigns, shall have the right at any time on payment of Dollars to part 4 of the first part his heirs, executors, administrators and assigns, to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine.

All covenants and agreements herein set forth between the parties hereto shall extend to their heirs, executors, administrators, successors and assigns.

WITNESS our hands and seals, the day and year above set forth.

WITNESS:

[SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF OKLAHOMA, Tulsa County, ss.

On the 9th day of February, A. D. 1913, before me Nichols Martin, a Notary Public in and for said County and State, duly qualified, commissioned and acting as such, personally appeared Copas & Beyle and Nichols Martin, personally known to me to be the identical person who executed the within and foregoing instrument, as lessor, and acknowledged to me that he had executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and date last above written.

My commission expires 1913 Notary Public.

STATE OF OKLAHOMA, Tulsa County, ss.

On the 9th day of February, A. D. 1913, before me Nichols Martin, a Notary Public in and for said County and State, duly qualified, commissioned and acting as such, personally appeared Copas & Beyle and Nichols Martin, personally known to me to be the identical person who executed the within and foregoing instrument as lessee, and acknowledged to me that he had executed the same as free and voluntary act and deed, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and date last above written.

My commission expires 1913

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, a Nichols Martin, in and for said County and State, on this 9th day of February, A. D. 1913, personally appeared Copas & Beyle to me known to be the identical person who subscribed the name of the lessee, to-wit: Copas & Beyle to the foregoing instrument as its lessor and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and date last above written.

My commission expires 1913

STATE OF OKLAHOMA, County of Tulsa, ss.

This instrument was filed for record on the 9th day of February, A. D. 1913, at 10 o'clock A. M., and duly recorded in Book 100 on page 31 Fee, \$ 1.00

Register of Deeds.

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