

herpower to aid and assist said party of the second part to facilitate the approval of the aforementioned lease.

Said party of the second part also hereby agrees to pay as royalty to said party of the first part, twelve and one half per cent, free of cost, of all crude petroleum that may be mined, during the continuance of the aforementioned lease and further, said party of the second part hereby agrees to pay to said party of the first part, as royalty for each marketable gas well, whether used or not, the sum of \$250.00 for each year during the continuance of the aforementioned lease and it is further provided that said party of the first part hereby reserves the right, if said first party so desire, to purchase any or all of said gas wells that may be drilled on said land within ninety days from the completion of same, by paying therefore to said second party, the actual cost of putting in same together with twenty five per cent of such additional.

Said second party hereby agrees to protect the lines of said above described land, and to drill at least two wells on same. Said party of the second part hereby agrees to begin drilling on said land, under said lease, immediately upon the signing of a valid lease by the parties hereto in the case of the removal of the restrictions upon the alienation of said land, or, upon the approval of the lease above described, by the Secretary of the Interior, as amended by this contract, and said party of the second part agrees to complete said wells as soon as possible, unavoidable casualties excepted.

Should oil or gas be found in paying quantities, said second party hereby agrees to drill one well on each ten acres contained in the tract of land above described in addition to the two wells said party has hereinbefore agreed to drill.

It is agreed and understood by and between the parties hereto, that the second party shall, and said second party hereby agreed so to do, operate said leased land, so as to make the same a source of continual revenue to the said first party and in case of failure of said second party to do as herein agreed, the said lease and this contract to become null and void, subject, however, to the following exceptions, unavoidable casualties, or, in case there be no market for the oil.

As a part of the consideration for the leasing of the land above described by the party of the first part to the party of the second part, in the manner above indicated, said party of the second part further agrees to pay to said party of the first part the sum of fifty dollars, for each location of well to be drilled on the above described land, which said sum of fifty dollars shall be paid to said first party when each location is made.

This contract is executed in duplicate.

In witness whereof, we have hereunto set our hands the day and year first above written.

In the presence of  
W.D. Abbott,  
as to Vera McBirney

Vera McBirney  
Jesse R. Leonard

G. Ralph Coffin,  
as to Jesse R. Leonard

State of Oklahoma, Tulsa County, SS.

Before me, the undersigned, a Notary Public in and for said county and state, on this 30th day of September, 1910, personally appeared Vera