

on each well within sixty days after commencing to use the gas therefrom, as aforesaid, and to be paid yearly thereafter while the gas from said well is so used, and a rental of \$50.00 per annum in advance for each gas well not so utilized.

The party of the second part further agrees that in case no well is drilled for oil or gas on said premises within one year from the date hereof, all rights and obligations secured under this grant and demise shall cease, unless the party of the second part shall elect to continue this grant and demise in force for one year longer by paying in advance a rental of Eighty (\$80) dollars; and the failure of the party of the second part to drill such well within the time stipulated, or to pay such rental when due, shall render this lease null and void, at the option of the parties of the first part.

The party of second part further agrees to promptly drill and operate wells to offset all producing wells on adjoining tracts and within three hundred feet of the dividing line.

It is agreed that all payments due hereunder may be made direct to the parties of the first part, or deposited to their credit in the First National Bank of Muskogee, Oklahoma.

It is agreed that the party of the second part is to have the privilege of using sufficient water from the premises to run all necessary machinery, and at any time to remove all machinery and fixtures placed on said premises, and further, upon the payment of Five (\$5.00) dollars at any time after giving thirty (30) days notice by the party of the second part, its successors or assigns, to the parties of the first part, their heirs or assigns, said party of the second part, its successors or assigns, shall have the right to surrender this grant for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine and this grant shall become absolutely null and void.

Witness our hands the day and year first hereinabove written.

C.E. Spear,  
J.M. Givens.

Rhode Island Oil Company  
By A.W. Shulthis, President.

(Corp Seal)

Attest:- Ernest Sewell, Secretary.

State of Arkansas, County of Sebastian, SS. Acknowledgment.

Before me R.C. Coogan, a Notary Public within and for the county and State aforesaid, on this 5th day of September 1910, personally appeared C.E. Spear, to me known to be the one of the identical persons who executed the above and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

(seal)

R.C. Coogan, Notary Public.

My commission expires Jan 1st, 1912.

State of Oklahoma, County of Muskogee, SS.

Before me, Chester A. Cowper, a Notary Public within and for the County and State aforesaid, on this 8th day of September 1910, personally appeared J.M. Givens, to me known to be one of the identical persons who executed