

the within 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.

Chester A. Cowper, Notary Public

(seal)

My commission expires November 16, 1913.

Filed for record at Tulsa, Okla Oct 3, 1910 at 8:45 A.M.

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

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 8th day of September, 1910, by and between James M. Givens, of Muskogee, Oklahoma, party of the first part lessor, and Rhode Island Oil Company, a corporation, of Muskogee, Oklahoma, party of the second part, lessee.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Two hundred (\$200) dollars, to him in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said party of the second part, to be paid, kept and performed, has granted and conveyed, and by these presents does grant and convey unto the said party of the second part, its successors or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, and of building tanks, stations and structures thereon to take care of the said products all those certain tracts of land situated in the Tulsa County, State of Oklahoma, and described as follows, to-wit:

The Southeast quarter of the Southwest quarter of section 27, Township 19 North, Range 12 East, of the Indian Base and Meridian containing 40 acres, more or less.

It is agreed that this grant shall remain in force for the term of two (2) years from this date, and for as long thereafter as oil or gas or either of them, is produced in paying quantities therefrom by the party of the second part its successors or assigns.

In consideration of the premises the said party of the second part, covenants and agrees: 1st to deliver to the credit of the party of the first part, his heirs or assigns, free of cost, in the pipe line to which it may connect its wells or in tanks at the wells, or pay the market price therefor in cash, the equal one eighth part (1/8) of all oil produced and saved from these premises; and 2nd:- To pay One hundred and fifty (\$150) dollars royalty per annum for each gas producing well drilled on said premises, where the capacity of is tested at three million cubic feet or less per day of twenty four hours, and where the capacity is more than three million cubic feet per day, fifty (\$50) dollars for each additional million cubic feet, or major fraction thereof, the product from which wells is marketed and used off the premises, said payments to be made on each well within sixty days after commencing to use the gas therefrom, as aforesaid, and to be paid yearly thereafter