

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 Forty (\$40) 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 party of the first part.

The party of the 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 party of the first part, or deposited to his 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 party of the first part, his 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.

James M. Givens

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

(Corp Seal)

Attest: Ernest Sewell Secretary.

State of Oklahoma, County of Muskogee, SS Acknowledged.

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 James M. Givens, to me known to be the identical person who executed 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.

(seal)

Chester A. Cowper, Notary Public.

My commission expires Nov. 16, 1913.

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

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E. C. Walkley, Register of Deeds (seal)