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

COMPARED

AGREEMENT

IN CONSIDERATION OF Two Hundred & no/100 (\$200.00) dollars the receipt of which is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter mentioned Mary C. Ensminger and Nelson J. Ensminger of Collinsville, Rogers County, Oklahoma, hereinafter referred to as the lessors hereby grant unto James D. Ward, of Collinsville, Oklahoma, hereinafter referred to as the lessee his heirs, successors and assigns, all the oil and gas in and under the following described premises, together with the exclusive right to enter thereon at all times for the purpose of drilling or operating for oil gas or water, and to erect, install and maintain all buildings and structures, machinery and appliances, and lay all pipes necessary for the production, storage and transportation of oil, gas or water upon and from said premises. Excepting and reserving however, to the lessors the one eighth (1/8th) part of all oil produced and saved from said premises, to be delivered in the pipe line with which the lessee may connect his wells, namely, All that certain lot of land situated in the Township of Twenty two (22) North County of Tulsa in the State of Oklahoma, bounded and described as follows, to-wit:

The North half (N 1/2) of Northwest quarter (NW 1/4) of Section Eleven (11) Township Twenty Two (22) North Range Thirteen (13) East of the Indian Base and Meridian, containing eighty (80) acres, more or less.

To have and to hold the above premises for the term of Ten (10) years and so long thereafter as oil or gas is found on said premises in paying quantities.

If gas only is found the lessee agrees to pay at the rate of two Hundred & No/100 Dollars each year payable annually for the product of each well while the same is being used sold off the premises, and the lessors to have gas free of cost at the well to heat all stoves and for lights in one dwelling house on the premises during the same time, to be used at the lessor's risk. Provided, however, that lessee shall first have sufficient gas for drilling and operating his wells.

Whenever the lessors shall request it, the lessee shall bury all oil and gas lines on tillable land, and pay all damages done to growing crops by reason of the burying and removing of said pipe lines.

No well shall be drilled nearer than 200 feet to the house or barn on said premises without the consent of the lessor and no well shall occupy more than one acre.

In case no well is completed within Twelve (12) Months from this date, unless such completion shall be prevented by unavoidable accident, or delay then this grant shall become null and void unless the lessee shall pay to the lessor Eighty & No/100 (\$80.00) dollars payable annually in advance for each year thereafter during which such completion is delayed and any failure to make such payment, by deposit in bank or otherwise within thirty (30) days after the same shall become due shall terminate all the rights and liabilities of both parties to this contract.

The lessee may deposit the rental when it becomes due in the Farmers & Merchants Bank at Collinsville, Oklahoma, and such deposit shall be binding