

first part one eighth (1/8) of all the oil produced and saved from said above premises, to be delivered in the pipe line which said party of the second part may connect his wells.

If gas is found in any well, or wells, and is used off the premises said party of the second part agrees to pay the sum of one hundred fifty (\$150.00) dollars per year for each well so used, and if gas is not used off the premises, said party of the second part agrees to pay the sum of fifty (\$50.00) dollars per year for each and every gas well not used, said payment to be made on each well within sixty days after the completion of the same, and annually thereafter. The said party of the second part agrees to locate all wells so as to interfere as little as possible with the cultivated portion of the premises and to pay all damage to crops by reason of its operation.

The party of the second part shall have the privilege of using sufficient water from the premises, and if necessary to drill therefor, to run all necessary machinery; and shall have the right at any time to remove all machinery and fixtures placed on said premises.

Party of the second part agrees to drill at least one well by February 1, 1911, and in case no well is drilled by the 1st day of February A.D. 1911 this lease shall be null and void, and party of the first part shall have the right to re enter and take possession without process of law, and to re lease the same to any person, or persons, that he may see fit

Party of the second part shall have the right to erect, lay, maintain and remove all pipes, pipe lines, machinery and structures necessary for the operation, preservation and transportation of oil and gas produced on said premises.

Party of the second part shall have the right to surrender this lease at any time upon the payment of ten (\$10) dollars to the party of the first part, and such surrender shall operate as a cancellation of this lease and extinguishment of all rights hereunder of both party of the first part and party of the second part.

This oil and gas mining lease shall extend, to and be binding upon the heirs, assigns and executors of the parties hereto.

In witness whereof, said party of the first part, guardian as aforesaid has hereunto set his hand and the party of the second part has signed his name on the day first above written.

W.A. Skaggs, Guardian of Roy Skaggs,
a minor,, party of the first part.

Morris Shear,
Party of the second part.

State of Oklahoma, County of Tulsa, Ss.

Be it known, that on this 29th day of October, 1910, personally appeared before me, a Notary Public, within and for said Tulsa County and State of Oklahoma, W.A. Skaggs, who is known to me to be the person whose name is subscribed to the within and foregoing instrument as the guardian of the person and estate of Roy Skaggs, a minor, and acknowledged to me that he as the guardian of the person and estate of Roy Skaggs, a minor, executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.