

lot 2; and the south 5 acres of the NE 8.67 acres of lot 2; all in sec 2, T 18 N, R 12 E, containing 65.89 acres, more or less, and being the same land which was allotted to Ella Benjamin, deceased.

It is agreed that this lease shall remain in force for the term of five years from this date, and as long thereafter as oil or gas, or either of them, is produced 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 said first parties, their heirs or assigns, free of cost, in the pipeline to which it may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, and 2nd to pay to said first parties, their heirs or assigns, one hundred and fifty (\$150.00) dollars per year for the gas from each and every gas well drilled on said premises, the product from which is marketed and sold off the premises, said payment to be made on each and every well within sixty days after commencing to use the gas therefrom as aforesaid, and to be paid yearly, in advance, thereafter while the gas from said well is so used. The party of the first part shall have the privilege of using, at their own risk, free of cost, sufficient gas for one dwelling house from any gas well found on said premises by making their own connection at the well. First parties to fully use and enjoy said premises for farming purposes, except such part as may be used by said second part in operating upon said premises.

It is further agreed and understood that the said first parties hereby sell, assign, transfer and set over unto the said second party, all of their material and machinery now located upon the above described property, including rig, tanks, casing pipe, machinery and all personal property of any kind whatsoever. The party of the second part further agrees to operate the well now located on the above described premises so long as it can be operated at a profit.

It is further agreed that in case the party of the second part is unable to operate the above described property at a profit either as to the well now located on said premises or any well or wells which may be drilled by said second party, its successors or assigns, then and in that event, the said party of the second part agrees to remove its property and surrender this lease for cancellation. It is further understood and agreed that the second party may use sufficient water and gas from the premises to run all necessary machinery thereon.

In witness whereof, said parties have hereunto set their hands the day and year first above mentioned.

C. E. Suppes

C. C. Sigler

E. R. Minshall

Pulaski Oil Company,

By H. C. Tyrrel, manager.

State of Oklahoma, Tulsa county, SS.

Before me, W. E. Parker, a notary public within and for the said county and state, on this 27th day of January, 1911, personally appeared C. E. Suppes, C. C. Sigler and E. R. Minshall, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth. In witness whereof, I have hereunto set my hand and seal.

(SEAL)

My commission expires

W. E. Parker, notary public.