

The S/2 of the NW/4 of Section 20 Township 20 range 13 East ,

And whereas, said oil and gas lease entered into as aforesaid was on the form prescribed by the Department of the Interior ;

And whereas the said Robert L Lloyd is a mixed blood citizen of the Cherokee Nation of less than one-half blood and of the class whose restrictions were removed by Act of Congress of May 28, 1908 known as the removal of Restrictions Act :

And , whereas the said parties hereto desire to enter into what is known as a Commercial Oil and Gas Lease, independent of the Department of the Interior and instead and in place of the said Department Lease :

And whereas the consideration for executing the said Department Lease is the sum of Sixteen Hundred (\$ 1600.00) Dollars to be paid by the Hammett- Gillespie Oil Company second party, to Robert L Lloyd, first party, said money having been deposited in the First National Bank of Tulsa Oklahoma, to be paid to the said Robert L Lloyd upon the approval of said Department Lease by the Department of the Interior .

And whereas said parties hereto have agreed upon the execution of a Commercial Oil and Gas Lease as aforesaid, and that upon the execution of said lease by said Robert L Lloyd that the party of the second part shall pay to the said party of the first part the said sum of Sixteen Hundred (\$ 1600.00) Dollars .

Now, therefore, in and for the consideration of the sum of Sixteen Hundred (\$ 1600.00) Dollars paid to said Robert L Lloyd, by Hammett- Gillespie Oil Company receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter set forth, the parties hereto agree as follows :-

That the said Robert L Lloyd does , hereby and by these presents, grants, demise, lease and let unto the said party of the second part, its successors and assigns for the purpose of drilling, mining, exploring , boring and operating for and procuring oil and gas on the premises above described to any extent the said party of the second part may deem advisable, together with the right to lay, erect , maintain, and operate all necessary pipe, pipe lines, tanks, structures, buildings , rods, cables and all other fixtures, appliances and machinery used in drilling for , piping reserving, storing and transporting oil and gas . The party of the second part shall further have the right to use sufficient water and gas from the premises for operating purposes, and if necessary, the right to drill for it on said premises .

The party of the second part to have and to hold the said above described premises for and during a term of five years from date hereof and as much longer as oil or gas is found or produced in paying quantities thereon. In consideration of said grant, demise and lease , the said party of the second part agrees to deliver to said party of the first part, one-eighth (1/8) of the oil produced and saved from said premises in tanks at the well or in the pipe lines to which said party ~~sixth first six part~~ may run the oil . free of cost or expense to the party of the first part . If gas is found in any well or wells on said premises the said party of the first part is to have, upon demand, sufficient gas for domestic purposes free of charge . The said party of the second part shall pay to the party of the first part, the sum of One Hundred Fifty (\$ 150.00) Dollars each year in advance for gas from each and every gas well while the product thereof is being used or marketed on the premises .

Part y of the second agrees to locate all wells so as not to interfere any more than is reasonably necessary with the houses on said premises and in no event shall any drilling be done any closer than three hundred (300) feet to the houses on said premises .