

except the right to draw and remove casing from wells not dry or exhausted.

Party of the second part shall have the right to use oil and gas and water obtained from said said premises for operating on said lands free from royalty except from the water of wells of first party.

First party is to have gas if sufficient is produced on said premises over and above a quantity necessary to continue drilling operations on said lands free of cost for heating and lighting one dwelling on said premises during the term of this lease. Party of the second part hereby covenants and agrees to deliver to the party of the first part in pipe lines or tanks to which he may connect his wells a one eighth part of all oil produced and saved from the leased premises.

Party of the second part further covenants and agrees to pay to the party of the first part a royalty of One Hundred fifty dollars \$150.00 per annum for each producing gas well, said royalty to begin thirty days after the completion of such well and shall be payable semi-annually in advance.

It is further provided that in case this lease shall become null and void or shall be terminated through or under any of the terms and provisions contained herein then and in either event the party of the second part agrees to execute and deliver to party of the first part a written relinquishment of this lease in form satisfactory to party of the first part.

It is further provided that in the event party of the second part fails to execute such written release after ten days notice in writing by the party of the first part that the acting qualified cashier of The Arkansas Valley National Bank of Broken Arrow, Indian Territory is hereby