

by lessee.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which it may connect its wells, the equal one eighth part of all oil produced and saved from the leased premises.

2nd. To pay lessor one eighth of the proceeds each year, for the gas from each well where gas only is found while the same is being used off the premises, and if used in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) payable monthly at the prevailing market rate; and lessor to have gas free of cost from any such well for one residence by making his own connections with the well at his ~~own~~ risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product at the rate of one eighth of proceeds per year for the time during which such gas shall be used, payable every three months <sup>in advance</sup> or a royalty of one eighth (1/8) payable monthly at the prevailing market rate.

If no well be commenced on said land on or before forty days after date this lease shall terminate as to both parties. But said termination shall not affect the lessor's right to damages for failure to drill said well as herein provided. The lessee agrees to drill a well to the depth of approximately twenty five hundred feet (2500 ft) unless oil or gas in paying quantities is discovered at a lesser depth; and it is agreed that a well with an initial production of fifty barrels of oil, or more, per day, or one million or more cubic feet of gas per day, shall be considered a paying well. The lease shall be non-transferable by the lessee until a well is completed as provided herein, and the hole shall be started in such size and with tools sufficient to drill to a depth of twenty five hundred or three thousand feet.\*\*\* ~~XXXXXXXXXXXX~~

~~until after the lessee has been furnished with a written transfer or assignment of the copy thereof, this lease shall be assigned to a party or parties of the above described lands.~~ \*\*\* Note: Thru error of Typist paragraph was omitted and will be found on next page.

Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

IN TESTIMONY WHEREOF, We sign this the 3 day of June 1922.

Witnesses:

Guy R. Allen.

C A McClure.

W E HARDESTY

JENNIE HARDESTY

NEAL HARDESTY

ZULA HARDESTY

DOMINION OIL CORP. OF OKLAHOMA

By: Edwin A. Craig, V. Pres.

STATE OF OKLAHOMA, )  
                          ) SS  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public, in and for said County and State on this 3 day of June, 1922, personally appeared W.E. Hardesty, Neal Hardesty and Zula Hardesty (Wife) and Dominion Oil Corporation of Oklahoma, by Edwin A. Craig, Vice President to me known to be the identical persons who executed the within and foregoing