

If no well be commenced on said land on or before the 14th day of September, 1922 this lease shall terminate as to both parties. Should the first well drilled on any part of the Northwest Quarter of Section 11, Township 19 North, Range 14 East, Tulsa County, Oklahoma, now owned by the first parties, be a dry hole, then, and in that event if a second well is not commenced on some part of the Northwest Quarter of said Section 11, Township 19 North, Range 14 East, now owned by first parties, within twelve months from the completion of said first well, this lease shall terminate as to both parties. It is agreed and understood that said first well is to be drilled to a depth of 1600 feet unless oil or gas is found at a less depth; and it is further agreed and understood that if oil or gas is found on any part of the Northwest Quarter of Section 11, Township 19 North, Range 14 East, now owned by said first parties, that this lease shall remain in force as long as oil or gas is produced from any well or wells, the same as if located on the 96½ acres first described. It is also agreed and understood that this lease shall not in any way change or effect the terms or conditions of a former lease covering the SE¼ of the NW¼ and the S½ of the SW¼ of the NW¼ of Section 11, Township 19 North, Range 14 East, but is made subject to same. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor. Including the right to use and repair pond, but not to use water so low that there will not be sufficient for stock water. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor. Lessee shall pay for damages caused by his operations to growing crops on said lands. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental. 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 mortgage, 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 14th day of July, 1922.

G. W. Roberts.

Maggie E. Roberts.

Drew Oil & Gas Co., by J. E. Siefried,
pres.

(No Seals)