

the first part, hereinafter called lessor, and Earl H. Hilderbrand and Carter G. Middleton of Tulsa County, Oklahoma, party of the second party hereinafter called lessee .

WITNESSETH: That the lessor for and in consideration of two hundred \$200.00 dollars, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents, does grant, demise, lease and let, unto the said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, powers, stations, and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the County of Tulsa, State of Oklahoma, described as follows, to-wit:

The south half (S $\frac{1}{2}$ ) of the southeast quarter (SE $\frac{1}{4}$ )  
of section 28, township 19 north, range 14 east,  
containing 80 acres more or less.

It is agreed by the parties hereto that one of the covenants of this lease shall be as follows: That operation shall begin within ninety days (90) from date of this lease, If such operation is not commenced within 90 days, this lease shall terminate as to both parties hereto.

It is agreed that this lease shall remain in force for a term of one year from date, and as long thereafter as oil or gas, or either of them, is produced, from said land by the 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 the equal one eighth part of all oil produced and saved from the leased premises.

2nd. To pay the lessor in cash equivalent to one eighth of all gas sold off the above described premises.

3rd. That lessor to have gas free of cost from any such well for all inside stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk.

Should the first well drilled on the above described land be a dry hole, then in that event, if a second well is not commenced within the ninety day period it shall not mean that this lease shall terminate, but for the faithful performance of this contract the lease shall cover the whole twelve months from the date of this lease.

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.

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 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 is 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