

lessee, for the sole and only purpose of mining and operating for oil and gas, installing gas pumps, laying pipe lines, building tanks, stations and structures thereon to produce, store and convey said products, all that certain tract of land situated in the county of Tulsa, State of Oklahoma, described as follows, to-wit:

The Southeast quarter of the Southeast quarter of the Northwest quarter
(SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty (20), Township Twenty-one (21) North, Range
Thirteen (13) East, containing ten (10) acres, more or less.

TO HAVE AND TO HOLD the same for the term of five years from this date and as long thereafter as oil or gas or either of them is produced from said land by lessee, its successors, or assigns.

In consideration of the premises, the lessee covenants and agrees;

FIRST: To pay the lessor as royalty one-eighth part of the proceeds of all the oil saved and sold from that produced on said premises and to run such oil to pipe line companies to which lessee may connect its well or wells under division orders placing one-eighth part of said proceeds to lessor's credit, or at lessee's option, to pay to lessor one-eighth part of the market value of such oil in the field where produced on the day the same is sold, run or stored, and in this last event, settlement shall be made by lessee by the 15th day of each month for the royalty accrued during the preceding month;

Paragraphs "Second" and "Third" of the attached lease are hereby abrogated and the following is substituted therefor:

SECOND: To pay lessor as royalty for all gas sold, including casing-head gas, a sum equal to one-eighth of the proceeds of such sale, and, in case the lessee shall use or utilize such gas otherwise than in operating the premises, to pay lessor as royalty a sum equal to one-eighth of the value of such gas, such value to be computed and determined on the basis indicated by the schedule marked Figure 1 of the Regulations of the Department of the Interior governing the utilization of casing-head gas from restricted Indian lands other than the Osage Nation, approved August 10th, 1917; settlement to be made every three months for the gas sold or utilized during the preceding three months. And the lessor shall have gas free of cost from any well producing gas only for all stoves and inside lights in the principal dwelling house on said land by making his own connections with such well.

The lessee shall have the right to use, free from royalty or rental, oil and gas, produced from said land in drilling and operating thereon, and also water from wells other than those of the lessor.

When requested by lessor, the lessee shall bury pipe lines below plow depth. The lessee shall pay for damages caused by drilling to growing crops. If the lessor owns a less interest than the entire undivided fee simple in above land, then the royalty and rentals hereinbefore provided shall be paid to the lessor only in the proportion which his interest bears to the entire fee.

On the termination of this lease for any cause the lessee shall have the right at all times to remove all machinery, fixtures and property placed on said premises, including the right to draw and remove casing, and all machinery, fixtures, property and casing on said premises shall remain the property of the lessee.

The lessee is given the right to assign this lease in whole or in part and if it be assigned as to a particular portion of the acreage covered thereby lessee shall be liable for royalties accruing only from production on the acreage retained and be liable for rentals only in the proportion that the acreage unassigned bears to the entire leased acreage, and lessee's assignee shall be liable for royalties accruing only from production on the acreage assigned and be liable for rentals only in the proportion the acreage assigned bears to the entire leased acreage, and in no event shall this lease be cancelled or forfeited as to lessee for failure