

4 to pay rentals or royalties so long as lessee shall pay rentals or royalties on the acreage retained, nor as to such assigns so long as they shall pay rentals or royalties on acreage assigned.

434 This lease shall be forfeited or cancelled only for failure to make payments for delay in drilling, and the right to forfeit or cancel, or to have it declared forfeited, cancelled or set aside for failure to comply in whole or in part with any implied condition, covenant, stipulation, agreement, undertaking, duty or obligation, is hereby expressly waived and released

If the leased premises are hereafter owned in severalty or in separate tracts the premises nevertheless shall be developed and operated as an entirety and royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased acreage, and lessee shall not be bound by any change in the ownership of the leased acreage unless and until notified thereof in writing, and when such change is effected by will, deed or other written instrument said notice shall be accompanied by such instrument or a duly authenticated copy thereof. This stipulation and all other stipulations, covenants, conditions, agreements and terms of this instrument shall extend to and be binding upon the heirs, executors, successors, assigns and the legal representatives of the parties hereto.

If the lessee shall commence to drill a well within the term of this lease or any extension thereof the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

All payments under this lease shall be made to the lessor, or, with like effect, check for such payment may be mailed to National Bank of Commerce of Tulsa, Okla. or its successors for deposit to lessor's credit.

The lessee, its successors or assigns, shall have the right at any time, on payment of One dollar to the lessor, his heirs or assigns, to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, provided that this surrender clause and the option therein reserved to the lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of a suit in any court of law or equity by the lessee to enforce this lease or any of its terms or to recover possession of the leased acreage, or any part thereof against or from the lessor, his heirs, executors, administrators, successors or assigns, or any person or persons.

For the same consideration, said lessor hereby grants, bargains, sells, conveys and delivers unto the lessee, its successors and assigns, all of his right, title and interest in and to the tubing, rods, casing, pumping and drilling equipment and all tools and appliances now located upon the above described premises and used in the operation of the same for the production of oil and gas.

Notwithstanding the date of this lease, the same shall be effective and pass title as of seven a. m. January 28, 1923

IN WITNESS WHEREOF, the parties have hereunto set their hands this the day and year first above written.

(CORPORATE SEAL)

S.R. Lewis

Elizabeth B. Lewis

GYPSY OIL COMPANY

By Henry McGraw

Second Vice President

STATE OF OKLAHOMA, )

COUNTY OF TULSA )

SS. Before me, the undersigned, a Notary Public, in and for said county