

## COMPARED

being used off the land or sold by the lessee, the lessor to have the privilege at the lessor's risk and expense of making connections and using gas from such wells free of charge for one dwelling on the land;

(c) on gas produced from oil wells, when such gas is used for the manufacture of gasoline, one eighth of the market value of the gas, the same to be metered at the gasoline plant where used, the lessee having the privilege of prorating all wells there connected.

The lessee shall have the free use of oil, gas, wood and water, from said lands for all purposes of development and operation hereunder, and the royalty on oil and gas shall be in the net quantity saved after deducting any so used.

If operations for the drilling of an oil or gas well are not begun on said land on or before the 14th. day of February, 1924, this lease shall then terminate as to both parties, unless the lessee on or before said date shall pay or tender to the lessor, or to the credit of the lessor in the Central National Bank of Tulsa, Okla., or its successors, which shall continue as the depository regardless of changes or divisions in the ownership of the land, the sum of Twenty and no/100 dollars. Such payment or tender may be made in the check or draft of the lessee, and however made shall operate to extend said time limit and keep this lease in force for six months from said date without any drilling operations. Thereafter, in like manner and upon like payments or tenders of the same amount by the lessee and without any drilling operations, said time limit may be further extended and this lease kept in force for like periods of time successively, six months in each instance, but in the absence of drilling operations this lease cannot be kept in force for such payments or tenders for a total period longer than four (4) years from the date of the first extension. And if by partial assignment hereof or otherwise this lease shall become the subject of plural ownership in severalty, then and in that event proportionate payments or tenders corresponding to any such ownership may be so made and extensions thereby obtained to the extent of the acreage covered by the payment or tender. Both drilling operations and payments or tenders are not required, and the lessee may alternate between drilling operations and payments or tenders during the above mentioned period and prior to the discovery of oil or gas in paying quantities having 20 days after any election of the lessee to discontinue or suspend drilling operations in which to make payment or tender covering the then current period of six months or the unexpired portion thereof, and the right to resume drilling operations when periods of discontinuance or suspension have expired; and drilling operations anywhere on said leased land shall be effective as to the whole. But no payment or tender shall be necessary when a discontinuance or suspension of drilling operations is only temporary and is due to accident or some cause beyond the control of the lessee, or is not at the voluntary election of the lessee.

It is understood and expressly agreed that the consideration first recited in this lease, the down cash payment, receipt of which is hereby acknowledged by the lessor, and the obligation of the lessee expressed in the next ensuing paragraph hereof, shall be held to support and sustain not only the privileges granted to the date first written in the last preceding paragraph hereof, the date fixed for the first extension, but also the lessee's option of extending the time limit and keeping this lease in force as aforesaid, as well as any and all other rights and privileges conferred on the lessee by this instrument. But save as stated in said next ensuing paragraph hereof, the lessee shall not be obligated against the wish or option of the lessee to drill or otherwise carry on any operation hereunder.