

226763-GB COMPARED OIL AND GAS LEASE

AGREEMENT, Made and entered into 6th, day of March, 1923, by and between Perry McKay and Gustaf McKay his wife, party of the first part, hereinafter called lessor (whether one or more) and H. F. Wilcox Oil and Gas Co., party of the second part, hereinafter called lessee.

H. F. Wilcox Oil and Gas Co., party of the second part, lessee.

WITNESSETH, That the said lessor, for and in consideration of One DOLLARS, cash in hand paid receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of 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 purposes 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 situated in the County of Tulsa, State of Oklahoma, described as follows, to-wit:

The South 1/2 of the South West 1/4

(S $\frac{1}{2}$ of SW $\frac{1}{4}$)

of Section 14 Township 17, Range 14 and containing 80 acres more or less.

It is agreed that this lease shall remain in force for a term of 5 years 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 to which he may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas from each gas well where gas only is found, the equal one-eighth (1/8) of the gross proceeds at the prevailing market rate, for all gas used off the premises, said payments to be made to lessors credit at 1st National Bank, Bixby, Okla., and lessor to have gas free of cost from any such well for all 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 and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-head gas, one-eighth (1/8) of the gross proceeds at the prevailing market rate for the gas so used, for the time during which such gas shall be used, said payments to be made monthly at 1st National Bank, Bixby, Okla.,

If no well be commenced on said land on or before the 6th, day of March, 1924, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender, to the lessor or to the lessors' credit in the 1st National Bank at Bixby, Okla., or its successors; which shall continue as the depository regardless of changes in the ownership of said land, the sum of Eighty (\$80.00) Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileged granted to the date when said first rentals is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then,