

granted, demise, 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 of laying of pipe lines, and of 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: Lots 7, 8, 9 and 10, of block two (2) and lots 1, 2, 3, 4, 5, 6 and 8 of block three (3) of Vern subdivision No. 2 to the City of Tulsa, Oklahoma, being part of the southeast quarter of the northeast quarter (SE/4 of NE/4) of section 8, township 19 north, range 12 east, (Notwithstanding the fact that the leased premises are 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.) of section 8, township 19 north, range 12 east, and containing twelve (12) acres, more or less. It is agreed that this lease shall remain in force for a term of six (6) months from this date, and as long as long thereafter as oil or gas or either of them is produced from said land by 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 it may connect its wells, the equal one-fourth part of all oil produced and saved from the leased premises.

2nd. To pay lessor one fourth of the gross proceeds derived from the sale of gas, for the gas from each well where <sup>gas</sup> only is found, while the same is being used off the premises, 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 their own connections with the well, at their own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises at the rate of one fourth of the gross proceeds for the time during which such gas shall be used; said payments to be made each three months.

If no well be commenced on said land on or before the 3rd day of June, 1924, and drilling operations continued with due diligence and dispatch, this lease shall terminate as to both parties, and lessee herein shall immediately file a proper release of this lease.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple state therein, then the royalties and rentals herein provided for shall be paid the said lessor only in the 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 operations thereon except water from the wells of lessor.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 50 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at anytime 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 of 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 assignments of rental or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or a true copy thereof, and it is hereby agreed that in the event this lease shall be assigned as to a part of as to