

the compensation to be paid therefor;

COMPARED

NOW, THEREFORE, It is Agreed that the lessee shall have the exclusive right to attach to any number or all of the wells now being operated, or which may hereafter be drilled, on said above described premises, such machinery, appliances and equipment as may be necessary or convenient to procure as much or all of the gas as can reasonably and practically be saved thereby, and for such casinghead gas, the said lessee agrees to pay to the lessor the equal one-eighth (1/8) part of the gross proceeds received by the lessee from the sale of such gas, while and during the time the same is being sold by said lessee, and settlements, for such gas shall be made at the end of each three (3) months during which the same has been so taken.

The said lessee agrees to keep account of the amount of gas sold off the premises and the amount received from the sale thereof; provided that, in case the volume of gas which the wells on said land may be able to produce shall be, in the option of the lessee, too small to justify the continuous maintenance of a meter for the purposes of measuring said gas, then and in that event the lessor agrees that the gas may be metered for a continuous period of at least fifteen days during each calendar year, and the average daily amount of gas produced during said period, as shown by the reading of the meter, shall be considered to be the amount of gas produced during each day upon which gas may be actually delivered by the lessee from said premises during the calendar year in which meter readings shall be taken. The lessee shall, on the basis of measurement aforesaid, account to the lessor for gas delivered to the purchaser thereof only for each day gas so sold is actually delivered to such purchaser, and it shall not be required to account and pay for gas for any day or days during the calendar year no gas is for any reason delivered to the purchaser thereof.

THE PAYMENTS to be made hereunder shall be prorated among the respective owners of said lands in proportion to their several respective interests therein.

ALL PAYMENTS falling due hereunder may be made direct to the lessor, or deposited to his credit in the First National Bank of Bixby, Oklahoma, and it is agreed that said payments herein provided shall be in lieu and instead of all royalties, rentals, or other compensation for such casinghead gas provided for in the above mentioned oil and gas mining lease.

THIS AGREEMENT shall be binding on the heirs, personal representatives, successors and assigns, of the parties hereto.

WITNESS the following signatures the day and year first above written.

Michel Rott,

(corp seal)

GYPSY OIL COMPANY,

By R.O. McIntosh, Its Third Vice-President.

ATTEST: D. B. Catterlin,
Its Assistant Secretary.

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS BEFORE ME, a Notary Public, in and for said county and State,
on this 16 day of May 1923, personally appeared Michel Rott, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last written.

(seal) J. A. Lowman, Notary Public

My commission expires Nov. 22 1925.

Filed for record in Tulsa, Tulsa County, Oklahoma, May 21, 1923, at 4:20 P.M. and recorded.