

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 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, to-wit: North  $\frac{1}{2}$  of northeast of southeast and west  $\frac{1}{2}$  of southwest of northeast of southeast and west  $\frac{1}{2}$  of west one half of southeast of southeast of section 4-17-14 west  $\frac{1}{2}$  of northwest and northeast of northwest and east  $\frac{1}{2}$  of east  $\frac{1}{2}$  of northwest, of northwest of section 9/17.14 containing 105 acres. Of section 4/9, township 17, range 14, and containing 105 acres, more or less.

It is agreed that this lease shall remain in force for a term of one years from this date, and as long thereafter as oil or gas or either of them is produced from said land by lessee, in paying quantities.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of the lessor, free of cost in the pipe line to which they may connect their wells, the equal one eighth part of all oil produced and saved from the leased premises.

Paragraphs "second" and "third" of the attached lease are hereby abrogated and the following is substituted therefor:

Second: To pay lessor as royalty for all gas sold, including casing-head gas, a sum equal to one-eighth of the proceeds of such sale, and in case the lessee use or utilize such gas otherwise than in operating the premises, to pay lessor as royalty a sum equal to one-eighth of the value of the gas, such value to be computed and determined on the basis indicated by the schedule marked Figure 1 of the Regulations of the Department of the Interior governing the utilization of casinghead gas from restricted Indian Lands other than the Osage Nation, approved August 10th, 1917, settlement to be made every three months for the gas sold or utilized during the preceding three months. And the lessor shall have gas free of cost from any well producing gas only for all stoves and inside lights in the principal dwelling house on said land by making - - own connections with such well.

If no well be commenced on said land on or before the 25th day of June, 1924, this lease shall terminate as to both parties.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate 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 his 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 200 feet to the house or barn now on said premises without consent of lessor.

Lessee shall pay for damages caused by his operations to growing crops of said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

hereto  
If the estate of either party is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants herof 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 assignment or a true copy thereof.