

unto the said Lessee, for the sole and only purpose of mining and operating for oil and gas and of laying pipe lines and of building tanks, towers, stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in Tulsa County, State of Oklahoma, described as follows, to-wit:

The Southeast (SE) quarter of the Southwest (SW) quarter of Section Thirty Six (36) Township Nineteen (19) North, Range Thirteen (13) East, being Forty (40) acres more or less;

IT IS AGREED that this lease shall remain in force for a term on one (1) year from this date and as long thereafter as oil or gas, or either of them, is produced from said land by the Lessee in paying quantities, subject, however, to the conditions hereinafter set out:

In consideration of the premises, said Lessee covenants and agrees:

1. To deliver to the credit of the Lessor, free of cost, in pipe line to which he may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises:

2. To pay the Lessor an amount equal to one-eighth of all gross revenues from gas from each well where gas, only, is found while the same is being used off the premises, payments to be made monthly, and Lessor to have gas free of cost from any such well, or wells, for all stoves and all inside lights for one set of improvements on said land or any adjoining land belonging to the Lessor by making her own connections with the wells at her own risk and expense.

3. To pay Lessor for gas produced from any oil well and used off the premises at the rate of one-eighth part of the market value or gross revenue received for the time during which such gas shall be used, said payments to be made monthly.

The Lessee further agrees to drill said wells after the same are commenced without any unnecessary delay and to complete the same with due diligence;

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 Lessor only in proportion which her interest bears to the whole and undivided fee;

The Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for his operation except water from wells or tanks of the Lessor.

When requested by the Lessor the Lessee shall bury his pipe lines below plow depth;

No well shall be drilled nearer than 150 feet to the house or barn on said premises.

Lessee shall pay for damages caused by his operations to growing crops on 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, except before drawing or removing any casing from any well other than a dry hole, the Lessor shall be given an opportunity to purchase the same at its fair market value.

If the estate of either of the parties hereto is assigned, and the privilege of assigning in whole or in part is hereby expressly allowed, the covenants hereof shall extend to the assigns and successive assigns, but no change in the ownership of the land, or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer of assignment, or a true copy thereof.

WITNESS OUR HANDS AND SEALS the day and year first above written.

Laura Parks

Individually, and as Trustee and Independent
Executrix of the Estate of O. F. Parks, Deceased,
LESSOR

J. E. Fitzpatrick

LESSEE