

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

260301 C.M.J.

OIL AND GAS LEASE.

THIS AGREEMENT made and entered into on the 3 day of June, 1924, A.D. 1924 by and between R. W. McLemore and his wife Maude, W. H. Sloan, a (a widower) S. E. Williams, a single man of Bruner, Oklahoma, hereinafter called lessors, and B. F. Coldwell and Sons hereinafter called lessees.

WITNESSETH: That the said lessor for and in consideration of One Dollar (\$1.00) the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased by these presents does grant, lease and let unto 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, power stations, and structures thereon to produce, and save, and take care of said products, al, of a certain tract of land situated in the County of Tulsa, State of Oklahoma, described as follows, to-wit:

Lots (24) Twenty Four, Twenty Five (25) Twenty Six (26) Twenty Seven (27)

Block One (1), Trimble Subdivision in the Northwest Quarter (NW $\frac{1}{4}$) of Northwest (NW) Section (8) Township Nineteen (19), Range Twelve (12) East and containing one (1) acres, more or less.

It is agreed that this lease shall remain in force as long as oil and gas, casinghead gas or casinghead gasoline or either of them is produced in paying quantities from said land.

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

FIRST: To pay lessors for gas produced on any well and used off the premises a royalty of one-eighth, payable at the prevailing rate. Said royalty payment to be made to the lessors above mentioned in equal parts of the one-eighth royalty.

SECOND. To deliver to the credit of the lessors above mentioned, free of cost in the pipe lines to which they may connect the wells, an equal part of one-eighth of all oil produced and saved from leased premises. Payment to be made direct to lessors above mentioned in equal parts of the one-eighth royalty.

In event of the oil produced from the leased premises, exceeds one-hundred barrels per day, lessee agrees to deliver to the credit of lessor free of cost to the pipe line to which they may connect their wells, an equal one-sixth part of all the oil and gas produced and saved from the leased premises. By this clause it is understood that whenever the production exceeds one-hundred barrels per day, lessors are to receive one-sixth royalty of all oil and gas, and whenever the production is below one-hundred barrels per day it reverts back to one-eighth.

If no well be commenced on said land within 30 days after the completion of the well to be drilled on the Evans land this lease shall terminate as to both parties, unless the lessee shall pay to the lessors the sum of twenty Dollars per day, each day, until operations are commenced, or the lease surrendered. It is understood that this well is to be drilled as to what is known as the Wilcox Sand, unless Oil or Gas is found in paying quantities at a lesser depth, and after operations are started, same are to be carried on with due diligence. Lessee further agrees that whenever operations have ceased on these lands to regrade the lot, leaving it in as good condition as is possible as they found it before starting operations.

Lessee agrees to furnish the lessors free gas for dwelling purposes on said land, providing lessors make their own connections with the well at their own risk and expense.

Lessors hereby waive all right to claim for damage to any dwelling on his or their property caused through the drilling of wells on his property or on the property directly