

3rd, To pay lessor for gas produced from any oil well and uses off the premises or for the manufacture of casing-head gas, one eight(1/8) pf the gross proceeds at the prevailing market rate for the gas so used, for the time during which such gas shall be used, said payments to be made monthly, COMPARED

4th, Lessee to drill a well to a depth of at least 2200 feet, or to gas or oil in paying quantities of incountered at a lesser depth, Said well to be located at the option of the lessee anywhere within the South half (S $\frac{1}{2}$) of Section 30. all of Section 31. or the west half (W $\frac{1}{2}$) of Section 32, Township 17 North, Range 14 East, or the east half (E $\frac{1}{2}$) of Section 36, Township 17 North, Range 13 West, or the North Half (N $\frac{1}{2}$) of Section 6, Township 16 North, Range 14 East,

If no such well shall be completed on or before the 1st, day of April, 1926 this lease shall terminate as to both parties unless the lessee on or before that date shall pay to the lessor. or to the lessor's credit on the FIRST NATIONAL BANK OF BIXBY, OKLAHOMA, or its successors, which shall continue as the depository regardless of change in the ownership of said land, the sum of Three Dollars, (\$3.00) per acre, whcih shall operate as the total rental of this lease.

If ^{such} no well be completed on or before the 1st, day of April, 1926, this lease shall temminate as to both parties.

And it is understood and agreed that the cinsideration first recited herein, the down payment, covers not only the privileges granted to the date when said rental is payable as aforesaid, but also the lessee's option of extending that period aforesaid, and any and all other rights conferred,

Should the first well drilled as above described be a dry hole, then and in that event, if a second well is not commenced within twelve months from the expiration of the last rental period which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, And it is agreed that upon the resumption of the payment of rentals as above provided, that the last preceding paragraph hereof governing the payment of rental and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments, 48

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 shall be paid the 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, exact water from wells of lessor,

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

Nowell shall be drilled nerarer than 200 feet to the house or barn now on said premises without the written consent of the lessor,

Lessee shall pay for damages caused by its operations to growing crops on said land and when abandoning a dry hole to remove as far as practicable all cuttings and debris resulting therefrom, Said Cuttings to be run back into hole and sush pond dug deep enough to hold all cuttings and water so when the original ground is moved back said land will be level.

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,

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 assignment of rentals or royalties shall be binding on the lessee untill after the lessee has been furnished with a written transfer or assignment or a true copy thereof, and it is hereby