

thereon pipes and pipe lines for second parties use, to take care of said products, and to do all things thereon which second parties may deem necessary for their uses, in the full enjoyment by second parties of all the benefits accruing and belonging to second parties under this lease, and with full power in second parties to sell and assign this lease as to all parts of said land, subject always to the terms and conditions of this lease

To have and to hold, said interest and said lease in said land, to second parties their heirs, representatives, successors and assigns for the term of Ten (10) years and as much longer as coal, oil, petroleum, gas, or other minerals be produced in paying quantities or rents or royalties paid; upon the conditions, that second parties shall begin drilling, prospecting, and searching upon said land for the commodities named, within Ten (10) years from date of this lease (unavoidable accidents and delays excepted), and in case of a failure to commence one well within such time, the parties of the second part hereby agree to pay thereafter to the party of the first part for any further delay the sum of forty (\$40) dollars per annum as rental on the same until a well is commenced or the premises abandoned. All royalties, delay, rentals and other payments which may fall due under this lease shall be paid direct to Jay Johnson or his assigns, or to be deposited to his or their credit in the Bank of Oklahoma, in Tulsa, Oklahoma, which is hereby made the agent of the lessor with power to receive and receipt for such payments, and the party of the first part hereby agrees to except such sum as full consideration and payment for such yearly delay until one well shall be commenced and a failure to commence one well or to make any of such payments within such time and such place as above mentioned, renders this lease null and void, and neither parties hereto shall be held to any accrued liability, otherwise to be and remain in full force and virtue.

And this lease is made on the further condition that second parties shall deliver as royalty to be received by the first party in his tanks or bins at the well or mine, one-tenth (1/10) of all the oil or mineral, other than coal, that second parties may produce from said land, or, in place of delivering the same, second parties shall pay to first party for such royalties, one-tenth (1/10) of the market value of such oil, or mineral, other than coal at the well or mine, if second parties so elects, and if coal is produced from said land by said second parties, second parties, shall pay first party as royalty therefor, eight cents per ton, for each ton of screened coal produced and sold by second parties, and second parties shall pay as royalty fifty dollars (\$50.00) per year for each well on said land from which gas may be sold by second parties

and for such time as second parties may elect to hold and pay for same, said second parties to have free use of the gas for all purposes for which they may desire to use the same in drilling and other operations on said land and on any of the lands in said Block of leases. And second