

East Half of Northwest Quarter of Section Two (2) Township Twenty one (21) North Range Thirteen (13) East of Indian Meridian, containing eighty (80) acres more or less.

Together with the exclusive right to enter on the said premises and drill, mine for, produce and remove the said oil and gas and to lay, build, erect, maintain and operate all structures, pipe lines, machinery, appliances, equipment, appurtenances and property necessary for the drilling, mining for, production, removal, storage, piping and transportation of the said oil and gas.

This grant is made upon the following terms:

1. The Grantee agrees to deliver to the Grantor in tanks on the premises or in the pipe line with which the wells drilled thereon may be connected, one eighth part of all the petroleum oil produced, and saved from the said premises.

2. The Grantee agrees to pay to the Grantor the sum of Two Hundred (\$200.00) dollars per annum, payable quarterly in advance, for each gas well drilled upon the said premises which produces gas only and from which gas is marketed off the premises for commercial purposes, but, until gas is so marketed, he shall pay to the Grantor Fifty (\$50.00) dollars per annum in advance for each well drilled on the said premises and producing gas only in paying quantities.

3. If the Grantee shall not commence at least one well upon the said premises within one year from the date hereof, this grant shall thereupon become null and void, unless the grantee shall pay to the Grantor the sum of Eighty (\$80.00) dollars for each year the commencement of the said well is thereafter delayed, payable quarterly in advance, and upon the payment of the said sum of Twenty (\$20.00) dollars quarterly in advance this grant shall be continued in full force and effect so long as such quarterly payments are made, as if it contained no forfeiture clause, it being understood that the right to prevent such forfeiture by the said payment of Eighty (\$80.00) dollars per annum, payable quarterly in advance, is paid for and acquired through the consideration herein first above named.

4. The Grantor shall have free use of gas for domestic purposes for one dwelling house on the said premises, such gas to be delivered to him from and at the mouth of any well drilled on the said premises, but shall be taken and used by him economically and at his own risk and expense.

5. The Grantee shall have the right to use free of cost sufficient gas, oil and water from the said premises with which to operate all the machinery used by Grantee in carrying on his drilling and pumping operations on the said premises.

6. All pipe lines across lands used for agricultural purposes shall, if demanded by the Grantor, be laid below reach of plow.

7. The Grantee shall not drill any well within two hundred feet of any building now on the said premises without the consent of the Grantor.

8. The execution and delivery of this indenture shall constitute a cancellation of any and all prior oil and gas mining grants or leases of the premises.

9. All payments accruing under this grant may be made in cash direct to the Grantor, or either of them, or by check mailed to them or either of them, or such payment may be made by depositing the same in the Oklahoma Banking Company of Skiatook, Oklahoma to the credit of and subject to the order of the Grantor or either of them. And any and all successors to the title of the Grantor shall hereby take notice that payments hereunder shall continue to be made to the Grantor in manner aforesaid, until the Grantee is served with a written request from the Grantor to make payments to other parties, and that all payments so made to the Grantor shall be binding upon his successors in title until such