

erect, maintain and operate all structures, pipe lines, machinery, appliances equipment 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. Second party agrees to deliver to first parties 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/ Second party agrees to pay to first parties the sum of Two hundred 00/100 dollars per annum, payable quarterly in advance, for each gas well drilled upon the said premises from which only gas is marketed from which gas is marketed off the premises for commercial purposes, but, until gas is so marketed, he shall pay to first part One Hundred dollars per annum in advance for each well drilled on the said premises and producing gas only in paying quantities.

3. If second party shall not commence at least one well upon the said premises within three month from the date hereof, this grant shall thereupon become null and void, unless second party shall pay to first parties the sum of Eighty 00/100 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 00/100 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 00/100 dollars per annum, payable quarterly in advance, is paid for and acquired through the consideration herein first above named.

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

5. Second party 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 second party in carrying on his drilling and pumping operations on the said premises, except water from tanks or wells drilled or constructed by first parties without their written consent.

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

7. Second party shall not drill any well within five hundred feet of any building now on the said premises without the consent of first parties.

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 to first parties, 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 Merchants and Planters Bank of Tulsa to the credit of and subject to the order of first parties. And any and all successors to the title of first parties shall hereby take notice that payments hereunder shall continue to be made to the first parties in manner aforesaid until second party is served with a written request from first parties