

wife, A. J. Johnson and Margaret Johnson, his wife, lessors, and E. V. V. Franchot of Olean, N. Y., lessee, witnesseth, that,

The lessors in consideration of one dollar (\$1.00), the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, do hereby demise and grant unto the lessee, his heirs, executors, administrators and assigns, all the oil and gas in and under the following described tract of land, and also said tract of land, for the purpose and with the exclusive right of operating thereon for said oil and gas, together with the right of way, the exclusive right to lay pipe over and upon, to erect and maintain all machinery, buildings, powers, tanks, etc., necessary or required in the operation for oil and gas, and also the right to remove at any time all property placed thereon by the lessee, which tract of land is situated in the county of Tulsa, and state of Oklahoma and is described as follows, to-wit: North half of the southeast quarter of section six (6), township twenty-one (21), north, range thirteen (13), east, containing eighty (80) acres more or less.

To have and to hold the same unto said lessee, his heirs, executors, administrators and assigns for the term and period of fifteen (15) years from the date hereof, and as much longer as oil or gas are produced thereon; yielding and paying to the lessors the one-eighth (1/8) part of all the oil produced and saved from the premises, delivered free of expense into tanks or pipe lines to the lessors' credit; and should any well produce gas in sufficient quantities to justify marketing, and should gas be sold off the premises from any such well, the lessors shall be paid at the rate of one hundred fifty dollars (\$150.00) per year for each well testing two million (2,000,000) cubic feet or less and fifty dollars (\$50.00) per year per well for each additional million feet or major fraction thereof so long as gas therefrom is sold. If any wells be drilled which produce gas only and gas is not sold from them, lessee shall not forfeit his right to the gas under this lease but shall pay at the rate of fifty dollars (\$50.00) per year per well for any such wells from which gas is not sold. Lessee shall have the right to use casing head gas to operate wells and machinery on this lease and on any other leases owned by lessee without payment of royalty.

The lessee shall commence a well on the above premises within ninety (90) days from date hereof, and prosecute the drilling of said well continuously until its completion, unavoidable delays and accidents excepted; provided, however, that if lessee shall be unable to procure water for use in drilling said well within said ninety (90) days without reasonable expense, then and in that event lessee shall commence the drilling of said well as soon after the expiration of said ninety (90) days as sufficient water can be obtained at a reasonable expense. In case the drilling of said well is not commenced as hereinabove provided, this lease shall become null and void and without any further effect whatever, and it is mutually agreed that the drilling of said well upon said premises shall be a full liquidation of all rentals during the remainder of this lease. Lessee shall promptly offset all wells drilled on adjoining property.

Lessee agrees to locate all wells so as to interfere as little as possible with cultivation and to pay all damage done to growing crops by reason of said operations. No wells shall be drilled within two hundred (200) feet of the lessors' house or barn without the consent of said lessors.

Lessee shall have the right to erect and maintain houses and outbuildings for employees on this lease.

Lessor shall have the free use of gas for domestic purposes by making their connections at the wells at their own risk and expense.

Lessor further agree that lessee shall have the privilege of using sufficient