

The south one-half ( $\frac{1}{2}$ ) of the northwest quarter ( $\frac{1}{4}$ ) and the north one half ( $\frac{1}{2}$ ) of the southwest quarter ( $\frac{1}{4}$ ) of section twenty-two (22), township seventeen (17) north, range twelve (12) east of the Indian Meridian, in the county of Tulsa, and state of Oklahoma as long as oil and gas, or either of them, are found upon said premises in paying quantities.

The said Thomas Gilcrease shall receive as royalty for said leased premises, one-eighth ( $\frac{1}{8}$ ) of all the oil mined and saved upon said premises, delivered in pipe line, and such royalty shall be paid at any time after the sale of such oil, upon demand of the Thomas Gilcrease. And in addition to said royalty, the said Thomas Gilcrease, his heirs, executors and assigns, shall have and hold and undivided one fourth ( $\frac{1}{4}$ ) of the leasehold interest in said property; the said G. R. McCullough, his heirs, administrators and assigns, shall have and hold an undivided one-half ( $\frac{1}{2}$ ) of the leasehold interest in said land; and the said H. B. Martin, his heirs, administrators and assigns, shall have and hold an undivided one-fourth ( $\frac{1}{4}$ ) of the leasehold interest in said land.

And it is further contracted, covenanted and agreed that the parties hereto, their heirs, administrators and assigns, shall operate said lease for oil mining purposes from this date as long as oil and gas is found thereon in paying quantities, and that after the payment of the royalty hereinbefore provided for to the said Thomas Gilcrease, that all of the balance of the proceeds of the oil produced from said leased premises, less necessary operating expenses, shall be applied to the payment of the cost of equipment of said lease until such equipment shall have been fully paid for out of said proceeds.

And it is further contracted, covenanted and agreed that the equipment now upon said leased premises, and hereafter to be placed upon said leased premises, shall be and remain the personal property of the said Thomas Gilcrease, G. R. McCullough and H. B. Martin, their heirs, executors, and assigns, in the proportion of the interests of said parties in said leasehold, as evidenced by this contract.

And it is further covenanted contracted and agreed that the said parties shall not remove any of said equipment, including powers, engines, tanks, lead pipes, houses, tubing, rods, casing, or any other portion of said equipment from any wells upon said leased premises, as long as oil is produced from said wells in paying quantities, but that when such wells shall be come exhausted, and no longer produce oil in paying quantities, then such equipment may be removed by said parties hereto, their heirs, administrators and assigns.

And it is further covenanted and contracted that the expenses of operation of said leased premises for mining purposes shall be paid by the parties hereto in the proportion of their respective interests as hereinbefore described, except that the royalty interest of the said Thomas Gilcrease shall not be liable for any of the expense of the equipment of operation of said lease, and shall be free from all expenses whatever.

In witness whereof, we have hereunto set our hands this 6th day of February, 1911.

Thomas Gilcrease

G. R. McCullough

H. B. Martin

State of Oklahoma, county of Tulsa, ss.

Before me, Benjamin C. Conner, a notary public, in and for said county and state, on this 6th day of February, 1911, personally appeared Thomas Gilcrease, G. R. McCullough and H. B. Martin, to be known to be the identical persons who executed the foregoing instrument and acknowledged each for himself, to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.