

gas, with the right to use water therefrom and with all rights and privileges necessary or convenient, for conducting the said oil and gas operations, and for the transportation of oil and gas from and over the said tract of land, and waiving all right to claim or hold, as fixtures or part of the realty, any of the property and improvements which second party may place or erect in or upon said land, and agreeing ~~that~~ all such property or improvements may be removed by second party at any time before or after the termination hereof. The said tract of land is situate in Tulsa County, State of Oklahoma, and is more particularly described as follows:

N E 1/4 Section 35, Township 19 north, Range 14 east, containing 160 acres more or less,; but no well shall be drilled within One Hundred feet of the present buildings on said tract of land without the consent of first party. First party expressly releases and waives all rights under and by virtue of the homestead exemption laws of the State of Oklahoma.

TO HAVE AND TO HOLD The same unto the said party of the second part, its successors and assigns, for the term of five years from the date hereof, and as much longer as oil or gas is found in paying quantities, excepting and reserving to first party the one-tenth part of all the oil produced and saved from the said premises to be delivered into the pipe line to the credit of first party free of cost, provided second party may elect to purchase from first party said one-tenth part of said oil so reserved as aforesaid and pay therefor the market price for crude oil in the oil field in which the lands covered by this lease are situate, and should any well produce gas in sufficient quantity to justify marketing the same, second party shall pay therefor at the rate of One Hundred dollars (\$100.00) per annum, payable within thirty days from the time that gas is used therefrom, and yearly thereafter for such time as gas therefrom is so marketed. And first party shall also, so long as gas is so utilized, have gas free of cost sufficient for six stoves and twelve lights in one dwelling house on said tract of land such gas to be delivered to first party at the well, and all pipe or connections therefrom to the dwelling house to be laid and made by first party; second party shall also have the right to use sufficient gas, oil or water from the premises to run all necessary machinery for drilling or operating its wells on said land.

Second party agrees to complete a well on the above described tract of land within thirty days from this date or thereafter pay first party a rental of Seven and 50/100 per month payable monthly, Dollars (\$7.50) in advance until such well is completed. All payments under this lease may be made by check mailed direct to first party at Clarksville, Okla. or deposited to the credit of the first party in the First National Bank of Porter, Okla., and any payment due hereunder made by depositing the same to the credit of first party in said bank, shall bind any subsequent purchaser of the above described land with the same effect as though said payment were made direct to said purchaser.

For the consideration above named first party also grants to second party the right at any time, upon payment to first party of One Dollar (\$1.00), to surrender up this lease and be discharged from all liability thereunder arising after such surrender, and upon such surrender this lease shall at once cease and determine and no longer be binding upon either party, PROVIDED, that in the event any suit or action is brought in any court by the lessee to enforce this lease, then this clause, providing for a surrender of this lease by the second party shall become inoperative and of no effect between the parties from the time of the commencement of such suit or action.

This lease shall bind and run in favor of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

In witness whereof, the parties have hereunto set their hands and affixed their seals