

COMPARED

D.P.

OIL AND GAS LEASE.

THIS AGREEMENT: Made and entered into this 12th day of September, 1908, by and between John D. Coffman, of Broken Arrow, Oklahoma, party of the first part, and John D. Porter, of Tulsa, Oklahoma, party of the second part, WITNESSETH: That the said party of the first part, for and in consideration of the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the party of the second part, to be kept, paid and performed, has leased and by these premises does lease unto the party of the second part, his heirs, successors and assigns for the sole and only purpose of mining and operating for oil and gas, and of paying pipe lines, constructing tanks buildings and other structures thereon, to take care of said products, all that certain tract or parcel of land situated in Tulsa County, Oklahoma, described as follows to wit:

The North West Quarter of the South West Quarter of Section Twelve, Township 19 North, Range 14 East, containing 40 acres, more or less, and hereby releasing and waiving all right under and by virtue of the homestead exemption laws of the State of Oklahoma, for a period of five years from this date, and so much longer thereafter as oil or gas or either of them is produced by the party of the second part, his heirs, successors or assigns, subject to the following terms and conditions.

Party of the second part on the execution of this lease agrees to deposit in the Arkansas Valley National Bank of Broken Arrow, Oklahoma, Forty Dollars, as evidence of good faith that said party of the second part, his executors or assigns shall erect a derrick and begin operations/ and to drill to a depth sufficient to make a fair test for oil and gas on the West Half of the South East Quarter of Section 12, Township 19 North, Range 14 East, within sixty days from date hereof.

If the said party of the second part fails to begin such test well within the specified time and to push the completion of such well with reasonable diligence, then and in that event, the sum of Forty Dollars above deposited shall be forfeited to the party of the first part.

Party of the second part further agrees to complete a well on the property covered by the enclosed lease within one year from date hereof, and failing to complete said well within the specified time on these premises, this lease shall be null and void.

Party of the second part agrees to protect the lines of the first party in the following manner; to offset each producing well within three hundred feet of the lines of the said party of the first part by drilling a well on the land of said party of the first part, not farther from the line than the well to be off-set, and to have such well completed within sixty days from the date of completion of the well to be off-set, unavoidable delays excepted.

Second party shall pay all damages done by him to growing crops on said land, and to pay all damage to said land by reason of oil or salt water and any other damages to said land by said second party's operating for oil and gas thereon.

Party of the second part shall have the right to at any time remove machinery and fixtures from said leased premises, except the right to draw and remove casing from wells not dry or exhausted.

Party of the second part shall have the right to use oil, gas or water produced on said land, free of royalty, for drilling and operating thereon, except water from wells of said first party.

Party of the second part agrees to furnish to party of the first part a complete log of the wells put down on the property covered by this lease.

In consideration of the premises the party of the second part, covenants and agrees to deliver to said party of the first part, free of cost, in pipe lines to which he may connect