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H. C. Walkley, Register of Deeds (SEAL)

OIL AND GAS LEASE.

THIS AGREEMENT, Made and entered into this 5th, day of December, A. D. 1908, by and between Knox M. Rowe, of Broken Arrow, Okla., 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 Dollar 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 and performed, has leased and by these presents does lease unto the said second party, his successors and assigns, for the sole and only purpose of mining and operating for oil and gas and of laying 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:

The Southeast Quarter of the Southeast Quarter of Section Twelve (12), Township Nineteen (19) North, Range Fourteen (14) E. , containing 40 acres, more or less.

And hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Oklahoma. For a period of Two years (2 yrs.) from this date and so long thereafter as oil and gas or either of them is produced by said second party, his successors or assigns; subject to the following terms and conditions:

Party of the second part agrees to drill a well on the property covered by the enclosed lease within one year from the date hereof; and failing so to do within the specified time this lease shall be null and void.

Party of the second part further agrees to protect the lines of the first party in the following manner:- to offset each producing well within 300 feet of the line of said first party by drilling a well on the land of the first party not farther from the line than the well to be off-set, and to have the well completed within sixty days thereafter, unavoidable delays excepted.

Said second party shall pay all damages to said land and by reason of oil or salt water and any other damages to said land by second party operating for oil and gas thereon. Party of the 2nd part shall have the right at any time, to remove machinery and fixtures, from said leased premises, except the right to remove casing from any wells not dry or exhausted.

Party of the second part shall have the right to use oil, and gas and water produced on said land free of royalty for operating, excepting water from wells of first party. Party of the second part agrees to furnish to party of the first part a complete log of each well put down on the land, covered by this lease.

In consideration of these premises the party of the second part covenants and agrees to deliver to the said party of the first part, free of cost into pipe lines to which he may connect his well or wells, one eighth (1/8) of all oil produced and saved from the premises and to pay to the party of the first part One Hundred and Fifty Dollars per year for each producing gas well drilled on the premises by the party of the second part. The party of the first part is to have gas free of cost to heat and light one dwelling on the premises during the period or term of this lease.

In case the party of the second part shall fail to comply with any of the covenants and agreements then this lease shall be null and void. If this lease shall terminate and become null and void