

-----OIL AND GAS LEASE :-----

In consideration of Fifty Dollars the receipt of which is hereby acknowledged we Max Rothpletz and Bertha Rothpletz, his wife party of the first part, her eby grant and leases unto J.H.Rogers or assigns, party of the sec ond part all the oil and gas in and under the following described premises, namely: All that lot of land situated in Township I9 Range I3, County of Tulsa State of Oklahoma described as follows :- to-wit West One half I/2 and North east I/4 Quarter of South West I/4 Quarter sec three (3) Township Nineteen (I9) Range Thirteen (I3) containing I20 acres., more or less, together with the right to enter thereo n at all times for the purpose of drilling and operating for gas and oil, and to erect and maintain buildings and stru ctures and lay pipes necessary for production and transportation of oil and gas .

To have and to hold above premises for IO years and as long thereafter as ga s or oil is found in paying quantities on said premises, on the following conditions .

Second parties shall within one year from date hereof drill a test well on said premises if gas is found in sufficient quantities to market, second parties agree to pay first party \$ I50.00 per year, payable quarterly in advance for the gas product of each well from which gas is marketed or sold off the premises, and first party to have gas free of cost at well to heat and light one dwelling. If oil be found in paying quantities first party shall have one-eighth part of all oil produced and saved from said premises, to be delivered in pipe line with which second parties shall connect their wells . Second part^{ies} shall have the right to use sufficient gas, oil and water to drill allwells and to run all necesssry machinery in operating same .

First parties grants privilege to second parties the right of way over and across said premises to place of operating exclusive right to lay pipes to convey oil and gas; and right at any time to remove any ~~and~~ all property .

Second parties agree to bury all pipes so as not to interfere with cultivation of soil; to pay any damage done to growing crops by laying pipes and to laytile from well to ditches for conveyance of salt water when the same is damaging crops.

In case no well is completed within one year from date, second partie s shall pay first party Fifty Dollars per year until a well is completed, or forfeit this lease . Second parties may at any time reassign this lease to first party and be released from all conditions herein contained, but should any rental be due at any time same shall be paid to ~~the~~ date of reassignment. No well shall be drilled within 200 feet of any buildings without a permit from first par^{ty} . The parties of second part agree to commence one test well ~~an~~ above described land within one year or pay said rental as here in provided all moneys due first parties shall be paid th^{rough} The Standard Bank & Trust Co of Tulsa Okla second party agree to pay Ist parties \$ 50.00 per year for any ga s well shut in ~~and~~ not used said well to be drilled on the north side of a certain cattle water tank now on said land. Second parties agree if gas or oil is found in paying quantities to drill at least three well within four years from date hereof .

It is under stood between the parties to this agreement that all conditions between the parties ~~hereunto~~ shall extend to the heirs, executors, administrators, successors and assigns .

In witness whereof the parties hereunto have ~~set~~ their hands and seal this 18th day of December 1907.

Witnessed by

Max Rothpletz Seal

Bertha Rothpletz Seal

J.H.Rogers Seal