COMPARED

OIL AND GAS LEASE RECORD No. 418

BLACK PRINTING CO. TULSA, OKLA

222813 C.M.J.

FROM

TO

STATE OF OKLAHOMA, Tulsa County, ss. This instrument was filed for record on the 26 day of Feb. A. D., 1923 at 2:10 o'clock P. M., and duly recorded in Book 418 on page 99

O. G. Weaver, County Clerk.

(SEAL)

By Brady Brown, Deputy

Fees, $

AGREEMENT, Made and entered into 26th day of February, 1923 by and between J. E. Greene and Loda E. Greene, his wife Party of the first part, hereinafter called lessor (whether one or more) and E. M. Arnold party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of One Dollar ($1.00) DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise lease and let unto the said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, powers, stations and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the County of Tulsa State of Oklahoma, described as follows, to-wit:

South Half of the Northwest Quarter of the Southwest Quarter

of Section 8 Township 20 N. Range 13 E. and containing Twenty (20) acres, more or less

It is agreed that this lease shall remain in force for a term of Two and one-half years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

In consideration of the premises, the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay the lessor one-eighth of the proceeds ~~each year in advance~~ DOLLARS, for the gas from each well where gas only is found, while the same is being used on or off the premises, and if used in the manufacture of gasoline or any other product, a royalty of one-eighth (1/8), payable monthly at the prevailing market rate; and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the well at his own risk.

3rd. To pay lessor for gas produced from any oil well and used on or off the premises, 1/8 of proceeds ~~per year~~ DOLLARS, for the time during which such gas shall be used, said payments to be made - - - and if used in the manufacture of gasoline or any other product, a royalty of one-eighth (1/8) payable monthly, at the prevailing market rate.

If no well be commenced on said land on or before the time hereinbelow ~~day of~~ specified ~~to~~ this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the National Bank of Commerce Bank at Tulsa, Oklahoma its successors, which shall continue as the depository regardless of the changes in the ownership of said land, the sum of Forty and no/100 (40.00) DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for one months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein the down payment, covers not only the privileges granted to the date when said first rentals is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceeding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interuption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on the premises, without the written consent of the lessor.

Lessee shall pay for damages caused by his operations to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him, or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof. Second party agrees to commence a well on this land within 90 days after the completion of the well which he is now drilling on the NW¼ of SW¼ of Sec. 8, Twp. 20 N. Range 13 E. or pay rental as above provided.

In Testimony Whereof We Sign, this the 26th day of February, 1923.

WITNESS

J. E. Greene (SEAL)

Loda E. Greene (SEAL)

(SEAL)

(SEAL)

ACKNOWLEDGMENT TO THE LEASE

STATE OF OKLAHOMA, County of Tulsa ss.

BE IT REMEMBERED, That on this 26th day of February in the year of our Lord, one thousand nine hundred and twenty-three before me, a Notary Public, in and for said County and State, personally appeared J. E. Green and Loda E. Green and to me known to be the identical person s who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

Peter Rench, Notary Public.

My Commission Expires Nov. 3, 1926. (Seal)

ACKNOWLEDGEMENT WHERE THE LESSOR SIGNS BY MARK

STATE OF OKLAHOMA, County of , ss.

On this day of A. D., 19 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared and to me known to be the identical person who executed the within and foregoing instrument by mark in my presence and in the presence of and as witnesses, and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public.

My Commission Expires

NOTE—The signature by mark of a lessor who cannot write his name must be witnessed by two witnesses, one of whom must write lessor's name near such mark.

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That of State of the within named grantor, in consideration of the sum of DOLLARS to in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto heirs, and assigns, the within grant.

TO HAVE AND TO HOLD THE SAME FOREVER, subject nevertheless, to the conditions therein contained.

In Witness Whereof, the said grantor ha hereunto set hand, this day of , 19

(SEAL)

ACKNOWLEDGMENT OF THE ASSIGNMENT

STATE OF OKLAHOMA, County of , ss.

Be It Remembered, That on this day of in the year of our Lord, one thousand nine hundred and before me, a Notary Public, in and for said County and State, personally appeared and to me known to be the identical person who executed the within and foregonig instrument and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

Notary Public.

My Commission Expires