OIL AND GAS LEASE

Form 88 Producers

280672 C.M.J.

AGREEMENT, Made and entered into the ___18th___ day of ___November___ 192_4_ by and between _____ ___Amos Henry and Alice Henry, his wife___ of ___Broken Arrow, Okla.___ party of the first part, hereinafter called lessor (whether one or more) and ___W. T. Scott___ party of the second part, lessee.

WITNESSETH, That the said lessor, for and in consideration of ___One - - -___ 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, ha_s_ granted, demised, leased and let and by these presents do_es_ grant, demise, lease and let unto the said lessee, for the sole and only purpose of mining and operating for oil and gas, and of laying of 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:

The North One-Half (N½) of the Northwest One-Quarter (NW¼)

of section ___13___ Township ___18 N.___ Range ___13 E.___ and containing ___eighty___ acres, more or less.

It is agreed that this lease shall remain in force for a term of ___five___ years from this 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 lessor - -for the gas from each well where gas only is found, while the same is being used 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 and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product at the rate of One-eighth (1/8) of gas produced Dollars per year for the time during which such gas shall be used, payable monthly, or 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 ___18th___ day of ___November___ 19_25_, the lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or the lessor's credit in the ___First National___ Bank at ___Broken Arrow, Okla.___ or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of ___Eighty___ DOLLARS, which shall operate as a rental and cover the privileges of deferring the commencement of a well for ___Twelve___ months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like period 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 rental 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 for 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 preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption 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 for shall be paid the lessor only in the 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 ___his___ operations thereon, except water from well of lessor.

When requested by 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 said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by ___his___ operations to growing crops on said land.

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 mortgages, 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.

In Testimony Whereof We Sign, this the ___18th___ day of ___November___ 192_4_.

WITNESS

___Amos Henry___ (SEAL)

___Alice Henry___ (SEAL)

_____ (SEAL)

ACKNOWLEDGMENT TO THE LEASE

STATE OF OKLAHOMA, COUNTY OF ___Tulsa___ ss. Before me, the undersigned, a Notary Public, in and for said County and State on this 18th day of November 1924, personally appeared ___Amos Henry and Alice Henry, husband and wife,___ 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.

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

My Commission expires ___Aug. 28, 1926.___ (Seal)   ___Joseph C. Dowdy,___
                                                                        Notary Public.

STATE OF OKLAHOMA, TULSA COUNTY, SS:

This instrument was filed for record on the ___9___ day of ___March___, 192_5_ at ___9:30___ o'clock ___A.___ M., and duly recorded in Book 463 Page ___604___ of the records of this office.   ___O. G. Weaver,___

(Seal)   County Clerk.
                                          By ___Brady Brown,___ Deputy.