Witness my hand and official seal the day and (SEAL) Somuel Coldberg, Notory Public.

Ly commission expires Nov. 12, 1925.

Filed for record in Tules County, Okla. on Sept. 15, 1923. at 10:50 A.M. recorded in book 457, page 603, Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

240104 - BH COMPARED

OIL AND GAS LEASE.

Agreement, mede and enteredinto the 20th day of February,1923, by and between R. J. Koch and Callie Koch, his wife, of Checotah, Oklahoma, hereinafter called lessor, (whether one or more) and B. E. Kistler, hereinafter called lessee.

Witnesseth, that the said lessor for and in consideration of one and no/100 (\$1.30) dollars cash in/and 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, lessed and let and by these parties do grant; lesse, 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 all that certain tract of land situate in the County of Tulsa, State of Oklahoma, described as follows, to-wit:

The northwest quarter of section eight (8) township sixteen (16) north, range thirteen (13) east of the Indian Base and Meridian, containing 160 acres, more or less.

It is agreed that this lease shall masin in force for a term of two (2) years from this data, and as long thereafter as oil or gas, or either of them is produced from said land by the leasee.

In consideration of the premises the said lessee covenants and agrees;

lst. 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 lessed premises.

And. To pay the lessor one-eighth (1/8) of the negt proceeds of sales for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all insude lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense. Payments hereunder shall be made each three (3) months.

3rd. To pay lessor for gas produced from any oil well and used off the premises at the rate of one-eighth (1/8) of the net proceeds of sales, for the time during which such gas shell be used, said payments to be made each three months.

If said lessor owns a less interest in the scove 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 the proportion which this interest bears to the whole and undivided fee.

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

When requested by lessor lessee shell bury its 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 shell pay for damages caused by its operations to growing crops on said land.

