

State of Texas, County of Johnson.

Before me, W.B. Harrell, a Notary Public in and for Johnson County, Texas, on this the 22nd day of December, 1910, personally appeared E.H. Andrews, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

(seal)

W.B. Harrell, Notary Public in and for Johnson County, TEXAS.

(NOTE: No commission shown)

Filed for record at Tulsa, Okla Dec 27, 1910 at 11:45 A.M.

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

OIL AND GAS LEASE.

COMPARED

This agreement made and entered into this 16th day of December 1910, by and between C.F. Lynde, of Muskogee, Oklahoma, party of the first part, and W.M. Fleetwood, 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 three hundred (\$300.00) Dollars, in hand well and truly paid, receipt of which is hereby acknowledged, and other covenants and agreements hereinafter contained on the part of the party of the second part, to be kept, paid and performed, has leased all the right, title and interest in the property herein described, and by these presents does hereby lease, unto the party of the second part, his heirs, successors or 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 product, all that certain tract of land, or piece of land, lying and being situated in the County of Tulsa, State of Oklahoma, bound and described as follows, to-wit:

The West Half of the Southeast Quarter of the Southeast quarter, and the Southeast Quarter of the Southwest Quarter of the Southeast quarter of section Thirty six (36) Township Twenty two (22) North, range Twelve (12) East, containing 30 acres

more or less and being a portion of the allotment of John H. Miller, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state as they may affect said premises, said lease to run for a period of five years from this date and so much longer thereafter as oil and gas, or either of them, is produced therefrom by the party of the second part, his heirs, successors or assigns, subject, however, to the following terms and conditions:

In case no well is completed within twelve months from the date hereof, this lease shall become null and void, unless the party of the second part pay to the party of the first part, the sum of Seventy five (\$75.00) in advance, for each additional six months the completion of such well is delayed.

In case the first well be a dry hole and does not produce oil in sufficient quantity so that the same shall be saved and marketed by the party of the second part, this lease shall become null and void, unless the second party shall elect to drill and complete the second well within three months from the date of the completion of said first well, and if said second well shall be a dry hole, as above, then this lease shall become null and void, unless the party of the second part shall elect to drill a third well within three months from the date of the completion of the second well.

The party of the second part also agrees to protect all the lines of the