

of such well, productive or otherwise shall vest in lessee during the remainder of the term of this lease, rental fees, the grant hereunder including the exclusive right to make such other and further search for oil and gas as lessee may desire.

All royalties, delay rentals and other payments which may fall due under this lease shall be paid direct to the lessors or be deposited to their credit in the Standard Banking and Trust Co. Bank at Tulsa, Ind. Ter. It is agreed that should gas be found in paying quantities for each well shut in and not used, the lessee shall pay an annual rental of fifty dollars at the end of each year.

The terms, covenants and conditions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the lessors and of the lessee, respectively, with the same force and effect as they are hereby made binding upon the lessors and lessee.

Executed this 17 day of December A.D. 1906, by the above lessors and lessee.

Witnesses:

Acknowledgment.

Max Rothpletz (real)

Bertha Rothpletz (real)

George M. Lindquist (real)

United States of America, Indian Territory,

Western Judicial District. S. T.

On this 20th day of December, A.D. 1906, before me, a Notary Public within and for the Western District of the Indian Territory, appeared in person, Max Rothpletz and Bertha Rothpletz, to me personally well known as the persons whose names appear upon the within and foregoing Mining Lease, as the parties lessors, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth, and I hereby so certify.

In Testimony Whereof, I have hereunto set my hand and affixed my seal as such Notary Public, in the Western District of the Indian Territory, on this 20th day of December, A.D., 1906.

(real) Western District, S. T.

W. S. Mc. Chuskey, Notary Public

My Commission expires April 28, 1907.

Filed for Record Dec. 20, 1906, at 3:36 PM.

Otto Larson.

Deputy U. S. Clerk and Ex-officio Rec.