pay said rental and hold this lease during said term, or until said drilling or mining is commenced and said well as above provided is completed.

In consideration of the rentals and royalties above named, said party of the second part shall have the right to use free of additional charge, sufficient gas, oil and water from said premises to run all machinery for operating said coal mine or mines and said well or wells on said premises, and to remove therefrom and from and in said well or wells and said coal mine or mines all its property at any time; and it shall have the right to abandon or pull out any wells, whether dry or producing; and said second party shall have the right at any time, after ten days notice to said first party, to terminate this lease and vacate the same, and may surrender the same up to said first party, and said second party shall thereafter be released from all obligations and liabilities under the same; but should said second party not so surrender, terminate or vacate this lease then said first party hereby binds itself to receive the rental hereinbefore specified to be paid, or the royalties named, as the case may be, when tendered.

The second party shall have the right to pay off and discharge any and all incumbrances or liens on said premises, and shall have a lien thereon for the amount so paid, together with all costs and expenses incurred.

The stipulations, conditions and covenants contained herein shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns; and in case of assignment of this lease, each successive assignee shall be distinctly substituted as lessee herein in lieu of and in the place of the original lessee, and shall, after becoming such assignee, be substituted as sole lessee herein.

In Witness Whereof, said parties have hereunto set their hands and seals the day and year first above written. (Corporate Seal) McWilliams Investment Co. by Hugh L. McWilliams, Sec-Treas

(Corporate Seal) Eagle Oil Company, by Hugh L McWilliams, Sec-Treas.

United States of America, Indian Territory, Western Judicial District, ss.

Be It Remembered, That on this day personally appeared before me, the undersigned Notary Public within and for said district, duly commissioned and acting as such Hugh L McWilliams, Secretary and Treasurer of the McWilliams Investment Co, a corporation party grantor in the within and foregoing mining lease, to me well known to be the person who subscribed said instrument as the said Secretary and Treasurer of said corporation, and stated and acknowledged to me that he signed said corporation's name thereto and impressed said company's corporate seal thereon by and under authority of the Board of Directors of said company, and that said company by and through him signed and executed said instrument for the purposes and consideration therein mentioned and set forth.

Witness my hand and seal of office the 20th day of July, 1906.

(Seal) Western District, Indian Territory. Edward B. Miller,

Notary Public

My commission expires Jany 8-1910.

Filed for Record July 20, 1906, at 8:00 A.M.

Otis Loston

Deputy Clerk and Ex-Officio Recorder