The Lessee paying to the Lessor as Royalty

1. The one-eighth (1/8) part of all oil produced and saved from the premises delivered free of expense into tanks or pipe lines to the Lessor's credit.

2(a) Should gas be found in paying quantities to pay the Lessor the sum of One hundred dollars per year for each well from which gas is being sold or utilized off of the premises.

(b) And allow the Lessor the free use of gas for domestic purposes piped at his own risk and expense.

3. To deliver to Lessor at mouth of shaft the two percent of all minerals other than oil and gas

The Lessee agrees:

1. To drill no wells within 200 feet of any buildings now on said premises.

2. To pay for all unnecessary damage to fences or growing crops.

It is mutually agreed

(a) In case no well shall be commenced on the above described premises within twelve months from the date hereof this lease shall become null and void and without any further effect whatever for the delay at the outset ... thereafter until a well shall be commenced.

(b.) Such payment shall be made to the Lessor's credit in The Skiatook Bank, Bank at Skiatook, Indian Territory.

This contract shall extend to and be binding upon the heirs assigns, successors and personal representatives of the Lessor and Lessee herein.

Signed and Witnessed the day and Year first above written.

Witnessed

G. C. Smyth seal

M. A. Smyth seal