

of the Indian Meridian, and containing 80 acres, more or less,
 with the exclusive right to prospect for, extract, pipe, * OFFICE OF INDIAN AFFAIRS *
 store and remove oil and natural gas, and to occupy and use * RECEIVED *
 so much, only of the surface of said land as may reasonably * JUN 26 1922 *
 be necessary to carry on the work of prospecting for, extract- * 51346 *
 ing, piping, storing, and removing such oil and natural gas, (ROYALTY NO. 48147.)
 also the right to obtain from wells or other sources on said land by means of pipe lines
 or otherwise, a sufficient supply of water to carry on said operations, and also the
 right to use, free of cost, oil and natural gas as fuel so far as necessary to the
 development and operation of said property.

2. The lessee hereby agrees to pay or cause to be paid to the Superintendent of the
 Five Civilized Tribes, Muskogee, Oklahoma, for the lessor, as royalty, the sum of 12½
 per cent. of the gross proceeds of all crude oil extracted from the said land, such
 payment to be made at the time of sale or removal of the oil. And the lessee shall
 pay as royalty on each gas producing well three hundred dollars per annum in advance,
 to be calculated from the date of commencement of utilization: PROVIDED, however, in
 the case of gas wells of small volume, when rock pressure is one hundred pounds or less,
 the parties hereto may, subject to the approval of the Secretary of the Interior, agree
 upon a royalty, which will become effective as a part of this lease; PROVIDED, FURTHER,
 That in case of gas wells of small volume, or where the wells produce both oil and gas
 or oil and gas and salt water to such extent that the gas is unfit for ordinary domestic
 purposes, or where the gas from any well is desired for temporary use in connection with
 drilling and pumping operations on adjacent or nearby tracts, the lessee shall have the
 option of paying royalties upon such gas wells of the same percentage of the gross pro-
 ceeds from the sale of gas from such wells as is paid under this lease for royalty on
 oil. The lessor shall have the free use of gas for domestic purposes in his residence
 on the leased premises, provided there shall be surplus gas produced on said premises
 over and above enough to fully operate the same. Failure * NATIONAL SURETY CO.
 on the part of the lessee to use a gas producing well, which * U. S. F. & G. CO.
 cannot profitable be utilized at the rate herein prescribed, shall not work a forfeiture
 of this lease so far as the same relates to mining oil, but if the lessee desires to re-
 tain gas producing privileges, the lessee shall pay a rental of one hundred dollars per
 annum, in advance, calculated from date of discovery of gas, on each gas producing well,
 gas from which is not marketed or not utilized otherwise than for operations under this
 lease. Payments of annual gas royalties shall be made within twenty-five days from the
 date such royalties become due, other royalty payments to be made monthly on or before
 the 25th day of the month succeeding that for which such payment is to be made, supported
 by sworn statements.

3. Until a producing well is completed on said premises the lessee shall pay, or cause
 to be paid, to said Superintendent for the Five Civilized Tribes, Muskogee, Oklahoma, for
 lessor, as advanced annual royalty, from the date of the approval of this lease, fifteen
 cents per acre per annum, annually, in advance for the first and second years; thirty
 cents per acre per annum, annually, in advance, for the third and fourth years; seventy-
 five cents per acre per annum, annually, in advance, for the fifth year; and one dollar
 per acre per annum, annually, in advance, for each succeeding year of the term of this
 lease; it being understood and agreed that such sums of money so paid shall be a credit