operations and also the right to use free of cost, oil and natural gas as fuel as 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 United States Indian Agent Union Agency Muskogee Okla., 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 in advance on each gas producing well utilized otherwise than as provided herein where the capacity is tested at three million cubic feet or less per day of twenty-four hours one hundred and fifty dollars per annum and where the capacity is more than three million cubic feet per day fifty dollars for each additional million cubic feet or major fraction thereof.

The lessor shall have the free use of gas for domestic purposes in his residence on the leased premises provided there be surplus gas produced on said premises provided there be surplus gas produced on said premises over and above enough to fully operate the same.

Failure on the part of the Lessee to use a gas producing well which can not be profitably 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 retain gas producing privileges lessee shall pay a rental of fifty dollars per annum in advance on each gas producing well, gas from which is not marketed or not utilized otherwise than for operations under this lease, the first payment to become due and to be made within thirty days from the date of the discovery of gas.

3, Until a producing well is completed on said premises the lessee shall pay or cause to be paid to the said agent for lessor as advanced annual royalty on this lease fifteen cents per acre per annum annually in advance for the