

F-468

Lots Three (3) and Four (4) of Section 2, of Township 19N.

of range 13 E. of the Indian Meridian, and containing 38 acres, more or less, for the full term of 15 years from the date hereof, for the sole purpose of prospecting for and mining coal and asphalt; the parties of the second part to occupy so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, mining, storing, and removing such coal and asphalt.

In consideration of the premises the parties of the second part hereby agree and bind themselves, their heirs, executors, administrators, successors, or assigns to pay, or cause to be paid, to the part----- of the first part as royalties the sums of money as follows, to-wit:

**COMPARED**

On asphaltum the sum of ten cents per ton for each and every ton of crude asphalt produced, weighing 2,000 pounds, or the sum of sixty cents per ton on refined asphalt. On the production of coal mined under this lease the sum of eight cents per ton of 2,000 pounds on mine run, or coal as it is taken from the mines, including what is commonly called "slack."

And the parties of the second part further agree and bind themselves their heirs, executors, administrators, successors, or assigns, to pay or cause to be paid to the lessor, as advanced annual royalty on this lease, the sums of money as follows, to-wit: Fifteen cents per acre per annum, in advance, for the first and second years; thirty cents per acre per annum, in advance, for the third and fourth years, and seventy-five cents per acre per annum, in advance, for the fifth and each succeeding year thereafter of the term for which this lease is to run, it being understood and agreed that said sums of money so paid shall be a credit on the stipulated royalties should the same exceed such sums paid as advanced royalty, and, further that should the parties of the second part neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable, such failure or refusal shall work a forfeiture hereof, and, after ten days' notice to the parties, the Superintendent for the Five Civilized Tribes shall have authority to declare such forfeiture, and all royalties paid in advance shall become the money and property of the lessor.

The above paragraph is modified by Agreement of the lessor and lessee that advance Royalty to the amount of \$500 shall be deposited with the Superintendent for the Five Civilized Tribes when the lease is filed and no further royalties and rentals will be required under said lease until the said royalties and rentals shall exceed the said sum of \$500 so paid by the said second party.

All royalty accruing for any month shall be due and payable on or before the twenty fifth day of the month succeeding.

It is agreed by the parties hereto that the land described herein shall not be held by the parties of the second part for speculative purposes, but in good faith for mining the minerals specified; and a failure for one year by the parties of the second part to do a reasonable amount of development work or of mining shall be held as a want of compliance with the purposes of this lease and shall render it null and void.

The parties of the second part further agree and bind themselves, their heirs, executors, administrators, successors, or assigns, to pay, or cause to be paid, to the party of the first part the royalty as it becomes due.

The parties of the second part further covenant and agree to exercise diligence in the conduct of the prospecting and mining operations upon the said land, for coal, and to open mines and operate the same in a workmanlike manner and to the fullest possible extent on the leased premises; to commit no waste upon said premises or upon the mines