

"4, The lessee shall exercise diligence in sinking wells for oil and natural gas on land covered by this lease and shall drill at least one well thereon within one year from the date of approval of this lease, by the Secretary of the Interior, or shall pay to the United States Indian Superintendent, Union Agency, Muskogee, Okla. for the use and benefit of the lessor; for each whole year the completion of such well is delayed after the date of such approval by the Secretary of the Interior, for not to exceed five<sup>(5)</sup> years from the date of such approval, in addition to the other considerations named therein, a rental of one dollar per acre, payable annually; and if the lessee shall fail to drill at least one well within any such yearly period and shall fail to surrender this lease by executing and recording a proper release thereof and otherwise complying with paragraph numbered 7 hereof on or before the end of any such year during which the completion of such well is delayed, such failure shall be taken and held as conclusively evidencing the election and covenant of the lessee to pay the rental of one dollar per acre for such year, and thereupon the lessee shall be absolutely obligated to pay such rental. The failure of the lessee to pay such rental before the expiration of fifteen days after it becomes due at the end of any yearly period, during which a well has not been completed as provided herein shall be a violation of one of the material and substantial terms and conditions of this lease, and be cause for cancellation of such lease under paragraph numbered 9 hereof; but such cancellation shall not in anywise operate to release or relieve the lessee from the covenant and obligation to pay such rental, or any other accrued obligation. The lessee may be required by the Secretary of the Interior, or by such officer as may be designated by him for the purpose to drill and operate wells to offset wells on adjoining tracts, and with <sup>in</sup> three hundred feet of the dividing line, or in case of gas wells, lessee may have the option, in lieu of drilling offset wells, of paying a sum equal to the royalties which would accrue on each well to be offset if said wells had been drilled and were being operated on the land described herein and in accordance with the terms hereof. It is understood and agreed by the parties hereto that offset wells shall be drilled, or royalty paid in lieu of drilling, within ten days after the lessee is notified to do so, and failure to comply with such requirement shall constitute a violation of one of the substantial terms of this lease."

"3" Subject to the orders and regulations of this Department now existing or hereafter to be promulgated. The price basis for computation of royalty on oil shall be the market price as ascertained and declared by the Secretary of the Interior, and the royalty shall be 12½ per cent on such price basis.

Feb. 7th, 1912.

Cavin A. Thompson,  
J.W.H. Assistant Secretary.

Lease No. 20413.

Department of the Interior, Washington, D.C.

The assignment of this lease by E. R. Minshall, J. F. Sweeney, and R. N. Kiblegard, to the Mary Oil & Gas Co., is approved, subject to the orders and regulations of this Department now existing or hereafter to be promulgated. The price basis for computation of royalty on oil shall be the market price as ascertained and declared by the Secretary of the Interior, and the royalty shall be 12½ per cent on such price basis.

Cavin A. Thompson, Assistant Secretary.

Filed for record in Tulsa County, Okla. on July 26, 1924, at 9:00 A.M. recorded in book 491, page 225, Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.