

extracting, piping, storing, refining and removing such oil and natural gas including 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 including still further the right to use such oil and natural gas as fuel so far as it is necessary to the prosecution of said operations.

IN consideration of which the party of the second part hereby agrees and bind itself, its heirs, successors and assigns, to pay or cause to be paid to the <sup>Guardian</sup> guardian of the estate of said minor, as royalty the sum of Twenty Five Per Cent 25%, of the gross proceeds, on the leased premises, of all crude oil extracted from the said land, such payment to be made at the time of sale or disposition of ~~of~~ the oil; and the lessee shall pay in yearly payments at the end of each year One Hundred and Fifty Dollars (150.00) on each gas producing well which they shall use. The lessor shall have the free use of gas for lighting and warming his residence on the premises. It is further agreed that a failure on the part of the lessee to use a gas producing well, ~~where the same cannot be reasonably utilized at the rate as prescribed~~ shall not work a forfeiture of this lease so far as the same relates to the mining of oil, but if the lessee desires to retain gas producing privileges they shall pay royalty of Fifty Dollars (\$50) Per annum in advance, on each gas producing well not utilized, at the first payment to become due and to be made within Thirty (30) days from the date of the discovery of gas.

The party of the second part further agrees to carry on operations in a workmanlike manner to the fullest possible extent, unavoidable casualties excepted; to commit no waste on the said land, and to suffer no waste to be committed upon the portion in its occupancy or use; to take good care of the same and to promptly surrender and return the premises upon the termination of this lease to the party of the first part or to whomsoever shall be lawfully entitled thereto and not to remove therefrom any buildings or permanent improvements erected thereon during the said term by the said party of the second part but said buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease, in addition to the other consideration herein specified, excepting tools, boilers, boiler-houses, pipe lines, pumping and drilling outfits, tanks, engines and machinery, and the casing of all dry or exhausted wells, shall remain the property of the said party of the second part, and may be removed at any time before the expiration of sixty days from the termination of the lease; that it will not permit any nuisance to be maintained on the premises under its control, nor allow any intoxicating liquors to be sold or given away for any such purposes on such premises; that it will not use such premises for any other purposes than those authorized in this lease, and that before abandoning any well it will securely plug the same so as effectually shut off all water above the oil bearing horizon.

And the said party of the second part further covenants and agrees that it will keep an accurate account of all oil-mining operations, showing the sales, prices, dates, purchasers and the whole amount of oil mined or removed; and all sums due as royalty shall be a lien on all implements, tools, movable machinery, and all other personal chattels used in said prospecting and mining operations, and upon all the unsold oil obtained from the land herein leased as security for the payment of said royalty. This lease shall be of no validity until approved by the County Court of Creek County, Oklahoma. And no assignment of this lease shall be of any validity without the approval of said Court. It is agreed that the bonus and all <sup>rentals and</sup> Royalties hereunder are to be paid to the County Court of Creek County, Oklahoma, for said Guardian. Second party agrees that work on the well to be drilled shall begin immediately upon approval of this lease by Co. Judge.

W. F. Boling, Guardian  
Part...of the first part.

Elk County Oil & Gas Co.  
By Robt. Hurst, Its Attorney in fact  
Part...of the second part.