

parties of the second part, their heirs, successors, and assigns, does hereby demise, grant, and let unto the parties of the second part, their heirs, successors and assigns, for the term of thirteen years from the date hereof, all of the oil deposits and natural gas in or under the following described tract of land lying and being within the Cherokee Indian Nation:

The North Nineteen and five-tenths (19.5) acres of Lot Three (3) less four and Sixty-seven Hundredths (4.67) acres Right of Way of St Louis and San Francisco R.R. Co., and the Southwest Line and four-tenths (9.4) acres of Lot three (3) in section Thirty (30) Township Twenty (20) North, Range Fourteen (14) East, and the west ten and twenty hundredths (10.20) acres of Lot One (1), in section six (6), Township Nineteen (19) North, Range fourteen (14) East, and the Southeast Ten (10) acres of Lot three (3) and the Northeast ten (10) acres of Lot four (4) in section thirty (30), Township Twenty (20) North, range Fourteen (14) East of the Indian Meridian 53.62 acres more or less, with the right to prospect for, extract, pipe, store, refine, and remove such oil and natural gas, and to occupy and use so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, 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 parties of the second part hereby agree and bind themselves their heirs, successors, and assigns, to pay or cause to be paid to the United States Indian Agent, Union Agency, Indian Territory, for the lessor the, as royalty the sum of ten per cent of the gross proceeds on the leased premises, of all crude oil extracted from the said land, such payments, to be made at the time of sale or disposition of the oil; and the lessees shall pay in yearly payments at the end of each year, one hundred and fifty dollars royalty 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 lessees to use a gas-producing well, where the same can not be reasonably utilized at the rate so prescribed shall now work a forfeiture of this lease so far as the same relates to mining oil but if the lessees desire to retain gas-producing privileges they shall pay a royalty of fifty dollars per annum, in advance, on each gas-producing well not utilized, the first payment to become due and to be made within thirty days from the date of the discovery of gas.

And the parties of the second part further agree and bind themselves heirs, successors, and assigns, to pay, or cause to be paid to the said agent, for lessor as advanced annual royalty on this lease the sum 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; and further, that should the parties of the second part neglect or refuse to pay such advanced annual royalty for the period