WITNESSETH: That the party of the first part, for and in consideration of the royalties, covenants, stipulations, and conditions hereinafter contained, and hereby agreed to be paid, observed and performed by the party of the second part, its successors and assigns, does hereby demise, grant, and let unto the party of the second part, its successors and assigns, for the term of ending February 9th 1916, 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 and within the Indian Territory, to-wit: The North East quarter of North west quarter of Section 26 and South west quarter of South West Quarter of Section 23 of Section -----------Township Twenty one (21) North Range Thirteen (13) East, of the Indian Meridian, containing Eighty (80) 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 party of the second part hereby agrees and binds itself its successors and assigns, to pay or cause to be paid to the lessor as royalty the sum of ten per cent of the value on the leased premises, of all crude oil extracted from the said land, and if the parties do not, before the tenth day of the month succeeding its extraction agree upon the value of the crude oil on the leased premises, the value thereof shall finally be determined under the direction of the Secretary of the Interior in such manner as he shall prescribe, and to so pay the royalty accruing for any month on or before the twenty fifth day of the month succeeding, and where the value of the crude oil fluctuates, the average value during the month shall constitute the criterion in computing the royalty; and to pay in yearly payments at the end of each year, One hundred and fifty dollars royalty on each gas-producing well, the lessor to have free the use of gas for lighting and heating his residence on the premises. But failure on the part of the lessee to use a gas-producing well, where the same can not be reasonably utilized at the rate so 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 it shall pay a royalty of fifty dollars per annum 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 the gas, payments, thereafter for such wells to be made in advance at the first of each succeeding year, dating from the first payment.

And the party of the second part further agrees and binds itself its successors and 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