

the part of the said party of the second part to be kept and performed, does hereby lease and let unto the party of the second part the exclusive right for ten years from date hereof to enter upon, operate for and procure oil and gas upon the following premises, situated in the Tulsa county, Oklahoma, to-wit:

NW/4 of SE/4 and SW/4 of NE/4 of SE/4 and S/2 of SW/4 of NE/4 of Section Nineteen (19) Township Twenty-one (21) N. and Range Thirteen (13) East.

The party of the second part agrees to deliver to the party of the first part one-eighth (1/8) of all the oil produced and saved from said above premises to be delivered in the line which said party of the second part may connect his wells. If oil or gas be found on these premises by the said party of the second part, all rights, benefits, and obligations secured hereby shall continue so long as either is produced in paying quantities by said party of the second part.

If gas is found in any well or wells in sufficient quantities, in the judgment of the parties of the second part, or its assigns, for commercial purposes and in quantity sufficient to justify the expense of marketing same, said party of the first part to have on demand sufficient gas from such well or wells for domestic purposes on said premises, and the said party of the second part is to have the remainder thereof. If, however, the said party of the second part shall sell or market gas from any well producing gas only, it shall pay said party of the first part, or assigns, therefor \$150.00 per year for and during the time such shall be sold or marketed, said payment to be made on each well within sixty days after commencing to market the gas therefrom and annually thereafter. The said party of the second part agrees to locate all wells so as to interfere as little as possible with the cultivated portion of the premises, and pay all damages to crops by reason of its operation.

The parties of the second part shall have the privilege of using sufficient water gas or oil from the premises, and if necessary to drill therefor, to run all necessary machinery, and shall have the right at any time to remove all machinery and fixtures placed on said premises.

Said party of the second part agrees to complete a well on said premises within six months from the time the final decision in the case of New-born Cherokee Freedman citizen are held by said Courts to be entitled to allotments in the Cherokee Nation, or pay to the said party of the second part the sum of \$100.00 per annum in advance until said well is is completed on said premises. The above rental shall be paid to said party of the second part, or deposited to his credit in the Bank of Commerce, Tulsa Oklahoma.

The party of the second part shall have the right to erect, lay, maintain and remove all pipes, pipe lines, machinery and structures necessary for the production, preservation and transportation of oil and gas produced on said premises.