

prescribed by the Secretary of the Interior thereunder.

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 ending October 31, 1912, of all of the oil deposits and natural gas in or under the following described tract of land, lying and being within the Creek Indian Nation and within the Indian Territory, to-wit: The Northeast quarter (1/4) of section 33, township 19 N. range 13 E. of the Indian Meridian and containing 160 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, and 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 United States Indian Agent, Union Agency, Indian Territory for the lessor, 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 payment to be made at the time of sale or disposition of the oil; and the lessee shall pay in yearly payments at the end of each year, one hundred and fifty dollars royalty on each gas producing well which it 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 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, 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 party of the second part further agrees and binds itself its successors, and assigns, to pay, or cause to be paid to the said agent for 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; and further that should the party of the second part neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable, the Secretary of the Interior, after ten days' notice to the parties may declare this lease null and void, and all royalties paid in advance shall become the money and property of the lessor.

The party of the second part further covenants and agrees to exercise