1700 TRANSFERABLE ONLY WITH CONSENT OF THE SECRETARY OF THE INTERIOR \$ 3728 38 OIL AND GAS MINING LEASE SELECTED FOR ALLOTMENT, CHERRITORY

(Sec. 12, Act of Luly 1, 1902, 32 Stat., 710, 720.) UP DON'D LÂND às This Indenture of Lease, Made and entered into, in quadruplicate, on this . 22 md day of april Thrie-and-weston at bert Galbreach A. D. 1904, by and between Ita & Blenn under and in pursuance of the provisions of section 72 of the act of Congress approved Int., 1902, and the regulations prescribed by the Secretary of the Interior thereunder. WITNESSETH: That the part 4 ......of the first part, for and in consideration of the royalties, covenants, stipulations, and conditions bereinafter contained, and hereby agreed to be paid, observed, and performed by the part of the second part, their heirs, executions are administrators, double hereby demise, grant, and let unto the part of the second part, their heirs, executors or administrators, for the term of Siftlew (5) 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 Chrokes Indian Nation and within the Indian Territory, to-wit: The sould east quarter of land, lying and following within the Chrokes Indian Nation and within the Indian Territory, to-wit: The sould east quarter of land, lying and being within the Chrokes Indian Nation and within the Indian Territory, to-wit: The sould east quarter of land, lying and solve the land of the oil deposits and natural gas in or under the following described tract of land, lying and being within the Chrokes Indian Nation and within the Indian Territory, to-wit: The sould east quarter of land, lying and solve the land of the oil deposits and natural gas in or under the following described tract of land, lying and being within the Chrokes Indian Nation and within the Indian Territory, to-wit: The sould east quarter of land, lying and the land of the oil deposits and natural gas in or under the following described tract of land, lying and land of the oil deposits and natural gas in or under the following described tract of land, lying and land of the oil deposits and natural gas in or under the following described tract of land, lying and land of the oil deposits and natural gas in or under the following described tract of land, lying and land of the oil deposits and natural gas in or under the following described tract of land, lying and land of the oil deposits and natural gas in or under the following described tract of land, lying and land of the oil deposits and natural gas in or under the following described tract of land, lying and land of the oil deposits and natural gas in or under the following described tract of land, lying and land of the oil deposits an of the Indian Meridian, and containing One hundred 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. An anti-natural gas as fuel so far as it is necessary to the prosecution of said operations.

In consideration of which the part. Leaf of the second part hereby agrees and binds Leaves to the prosecution of the leased premises 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 do not, before the tenth day of the month succeeding its extraction, agree upon the value of the crude off on the leased premises, the value thereof shall finally be deremined 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 nayments, at the end of each year, one humaned and fifty deltars royalty, on each gas producing well, the lease of the use offgas for fighting and warming.

Lesseed to use a gas-producing well where the same cannot 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 less And the parties of the second part further agrees and binds themselve, being ssor, 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 cond 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 should the same exceed such sums paid as advanced royalty, and further, that should the particle. 18 neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable, then this lease shall, at the , be null and void, and all royalties paid in advance shall become the money and property of the lessor. option of the lessor... The part to of the second part further covenants and agrees to exercise diligence in the sinking of wells for oil and natural gas on the lands covered by this lease, and to drill at least Secretary, he declared null and wild, with due notice to the lessee. and proof of the default, and said part. of the second part screes to operate the same in a workmanlike manner to the fullest possible extent, unavoidable casualties excepted; to commit no waste upon the said land, and to suffer no waste to be committed upon the portion in the committed upon the portion in the premises upon the termination of this lease to the part. of the first part or to whomsoever shall be lawfully entitled thereto, and not to remove therefrom any buildings or improvements erected thereon during the said term by the said part. On the second part, but said buildings and improvements shall remain buildings or improvements erected thereon during the said term by the said part LL-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 considerations herein specified, excepting that tools, 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 part. LL. of the second part, and may be removed at any time before the expiration of sixty days from the termination of the lease; that will not permit any nuisance to be maintained on the premises under control, nor allow any intoxicating liquors to be sold or given away for any purposes on such premises; that will not use such premises for any other purpose than that authorized in this lease, and that before abandoning any well. It will securely plug the same to as to effectually shut off all water above the call bearing herizon. 01038 And it is mutually understood and agreed that no sublease, assignment or transfer of this lease or of any interest therein or thereunder can be directly or indirectly made without the written consent thereto of the lessor and the Secretary of the Interior first obtained, and that any such assignment or transfer made or attempted without such consent shall be void. And the said partition of the second part further covenants and agrees that there will keep an accurate account of all oil mining operations, showing 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 other personal chattels used in said prospecting and mining operations, and upon all of the oil obtained from the land herein leased, as security for the payment Halbreeck of said royalties. And the part of the second part agrees that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or that may hereafter be lawfully prescribed by the Secretary of the Interior relative to oil and gas leases, in the Cherofice Nation.

And the said part of the second part expressly agrees that should of the said part of the second part expressly agrees that should of the said part of the covenants, stipulations, or provisions of this lease, or tail for the period of sixty days to pay the stipulated monthly royalty provided for herein, then the part of the first part shall be at liberty, in discretion, to avoid this indenture of lease and cause the same to be annulled, when all the right, franchises, and privileges of the part of the second part, but sublessees, heirs, executors, administrators, successors, or assigns hereunder shall coase and end without further proceedings.

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