COMPARED

No. 894.

D. M.
P. 1777
F. L.
C. L.
C. D
C. I.

The Summit Oil and Gas Company,
To
The Union Oil, Mining and Development Company.

Tulsa 7-10-58

Oil Lease.

This Indenture, Made this 10th day of August A.D. 1906, between The Summit Oil and Gas Company a corporation duly organized under the laws of the Indian Territory, of Tulsa party of the first part and The Union Oil, Mining and Development Company, a Colorado corporation, party of the second part, Witnesseth:

That the party of the first part for and in consideration of the sum of Eight Thousand Dollars to be paid at the times and in the manner as hereinafter provided and of the covenants and agreements hereinafter mentioned to be kept and performed by the party of the second part, its successors and assigns, has granted and does hereby grant unto said second party, its successors and assigns, for the term of fifteen years from this date and so long thereafter as oil and gas shall be found in paying quantities, unless terminated at an earlier date as hereinafter provided, the exclusive right to dig, mine and bore for and gather any and all oils and gases in, on and under the hereinafter described lands, and to enter upon said premises for the purpose of mining and removing said oil and gas therefrom and for the laying, maintaining, repairing and operating of pipes under and on the surface of said lands, for the transportation of oil, gas and water, and to erect buildings, derricks, machinery and tanks upon said premises for the purpose of procuring and storing said oil and gas, with full right to the second party of appropriating to its own use all of said oil and gas found in and under said premises.

The lands and premises above referred to are situated in the Western District, in the Indian Territory and are described as follows, to-wit; - The Southwest quarter of the Southwest quarter of Section Two (2) and the Northwest quarter of the Northwest quarter of Section Eleven (11), all in Township Eighteen (18) North and Range Twelve (12) East, containing Eighty (80) acres more or less.

But the foregoing grant and this instrument as well, is made expressly subject to the reservations, conditions and agreements hereinafter mentioned, which reservations, conditions and agreements shall be binding upon the successors and assigns of the party of the second part hereto and the agreement upon the part of the party of the second part hereinafter expressed relating to the royalty to be paid and furnished to the party of the first part hereto, of oil and gas produced from said premises shall be considered and be a covenant running with this instrument.

In consideration whereof, the party of the second part agrees to drill at least one well upon said premises to a depth of not less than 1200 feet unless oil or gas in paying quantities be sooner encountered, and to begin the drilling of said well within sixty (60) days from the date of this lease and said drilling to be prosecuted with due diligence.

As a further consideration hereof, the party of the second part, covenants and agrees during the continuance of the rights granted by this instrument, that it will give to the said party of the first part, a one-tenth part of all oil and gas produced and saved from said premises in tanks provided by said first party upon said premises, to be delivered to said party of the first part in said tanks. And it is further provided that the option to take said one tenth part of said oil and gas produced and saved as royalty or one tenth part of the proceeds of the sale thereof of said oil and gas which shall be produced and saved from said premises by said party of the second part, shall vest in the party of the first part and at its election it may require of the party of the second part the delivery of the said