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H.C. Walkley, register of Deeds (seal)

COMPARED

10 2464 34122 Indian Office Incl No. 3 1906 2541 Quadruplicate.

Transferable only with consent of the Secretary of the Interior.

OIL AND GAS MINING LEASE UPON LAND SELECTED FOR ALLOTMENT, CHEROKEE NATION
INDIAN TERRITORY.

(Sec 72 act of July 1, 1902, 32 Stat 716-726)

THIS INDENTURE OF LEASE, Made and entered into, in quadruplicate on this 22nd day of July A.D. 1904, by and between William Knight, of Westville, Indian Territory, party of the first part, and The Continental Oil and Refining Co., of Independence, Kansas, a corporation duly organized and existing under the laws of the state of Kansas and authorized to do business in the Indian Territory, party of the second part, under and in pursuance of the provisions of section 72 of the Act of Congress approved July 1, 1902, and the regulations 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 of fifteen 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 W/2 of the SE/4 of section Twenty seven Township Twenty two N Range Thirteen east of the Indian Meridian, and 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 other wise, 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 months shall constitute the criterion in computing the royalty; and to pay in yearly payments at the end of each year, such royalty on each gas producing well as the Secretary of the Interior may prescribe, the lessor to have