

P. J. White and Thomas White, of Tulsa, Oklahoma/

Now, if said lands are finally awarded to the party of the first part, Herman Knight and become free from contest proceedings, and if the oil and gas mining lease executed by the said Herman Knight to the said W. G. Lewis, P. J. White and Thomas White shall be set aside, cancelled or declared null and void, or become of no effect, then immediately thereafter the said Herman Knight agrees to execute to the parties of the second part, or to a company or corporation to be hereafter organized and controlled by the said parties of the second part, for and in consideration of the payment by the said parties of the second part to the party of the first part, the sum of \$3000.00 in cash, less \$200.00, which is this <sup>day</sup> paid, the receipt whereof is hereby acknowledged, to be <sup>paid</sup> at the time said lease <sup>shall be</sup> executed and delivered. Said lease shall provide for the payment of twelve and one-half per cent royalty upon all crude oil produced and sold from said premises, and shall provide <sup>for</sup> the payment of \$150.00 per annum for each gas producing well, where the gas is used off the premises, and for the payment of \$50.00 per annum for each gas well, where <sup>the</sup> gas is not used off the premises. Said lease shall contain the usual provisions in oil and gas mining leases as to waste committed, and of placing the pipe lines under the ground, and the usual forfeiture <sup>clause</sup> ~~clauses~~ for failing to comply with its conditions.

The party of the first part, Herman Knight, agrees to ask that said contest proceedings be tried as early <sup>as date</sup> as possible, and will insist upon the final determination of said contest proceedings.

The parties of the second part as further consideration herein agree to pay all <sup>the</sup> expenses in connection with securing the <sup>disapproval</sup> ~~disapproval~~ of the Honorable Secretary of the Interior to the oil and gas mining lease executed by the said Herman Knight <sup>on</sup> the 8th day of June, 1908 to W. G. Lewis, P. J. White and Thomas White, as hereinabove mentioned. The party of the first part is to <sup>render them</sup> ~~render them~~ all the assistance he can properly render to secure the <sup>disapproval</sup> ~~disapproval~~ of said lease. It being understood between the parties hereto that the said Herman Knight has heretofore filed his protest with the United States Indian Agent, Union Agency, Muskogee, against the approval of said lease.

It is further agreed between the parties hereto that the lease which is provided herein to be executed shall contain the provision that the parties of the second part shall begin drilling operations upon said leases within thirty days from the date that the oil and gas mining lease is executed and delivered by the said Herman Knight as herein provided for.

IN TESTIMONY WHEREOF, the parties hereto have set their hands and seals, on the day <sup>above</sup> and date first <sup>above</sup> written.

Herman Knight, party of the first part

James Cremin

T. O. Cremin

By J. Cremin, Agent

C. M. Armstrong, by J. Cremin, Agent.

Parties of the second part.

STATE OF OKLAHOMA: COUNTY OF CRAIG. ) SS.

On this 17th, day of June, 1908, appeared before me, an acting Notary Public, within and for said County and State, Herman Knight, to me well known and acknowledged that he had executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Addis A. Brown, Notary Public

(SEAL) My commission expires April 26th, 1910.

Filed for record Oct. 31st, 1908. <sup>at 1 PM.</sup> H. C. Wakley, Register of Deeds <sup>sent</sup>