

13 East, containing 80 acres more or less,

AND, WHEREAS, the Albert Coal Mining Company, a corporation, is desirous of sub-leasing the said leasehold estate and the rights held by the said first party by virtue of the leases referred to above;

AND, WHEREAS, the said second party, C. H. Lebow, is desirous of obtaining and receiving the rights now held by the said first party under the said leases referred to above.

NOW, THEREFORE, in consideration of the payment of one (\$1.00) Dollar, the receipt of which is hereby acknowledged, and the mutual covenants and agreements hereinafter specified, the Albert Coal Mining Company, a corporation, does hereby sublease unto C. H. Lebow, his heirs and assigns, all rights vested in the said first party by virtue of the above described grants; to have and to hold the same for a period of nine (9) months from this date, subject nevertheless to the conditions therein contained.

It is further stipulated and agreed between the parties, that this assignment and agreement is intended to cover and include the use of all appurtenances and equipment attached to said leasehold now owned and held by the said party of the first part. FURTHER, in consideration of the agreements herein contained, during the said period of nine (9) months, the term of this agree^{ment}, the said second party is to have the option of purchase of all the rights and property connected with the said leasehold above described now owned and held by said first party for the sum of Six Thousand (\$6,000.00) Dollars, free and clear of all incumbrances. That said first party, for a period of five (5) months from this date, hereby covenants and agrees to refrain from making any sale, sublease or other form of disposal of any rights now held by him in said leasehold or equipment thereunto belonging. That during the last four months of this agreement, the said party of the first part is to be released from any such restrictions, except that before making any sale, disposal or other form of conveyance of his rights under said leases and to the property attached thereto, the said party of the second part herein is to have the option of the first refusal to so purchase, for the sum of Six Thousand (\$6,000.00) Dollars, free and clear of all incumbrances thereon. It is further stipulated and agreed between the parties, that the said second party is to assume the payment of all royalties provided in the original leases to the said first party upon the leasehold herein described. It is further stipulated and agreed that whereas, the First National Bank of Tulsa, Oklahoma, is the holder of a first mortgage upon the leasehold and equipment herein described, given to secure a note in the principal sum of three Thousand Nine Hundred (\$3,900.00) Dollars; the said second party is to pay a royalty of twenty-five cents per ton for each ton of coal mined by the said second party during the term of this agreement from the leasehold herein described, to the First National Bank of Tulsa; said payments thereby made to apply upon the note and mortgage above referred to. That said payments are to be made on or before the 10th of each month for the coal mined during the previous calendar month.

That said second party hereby covenants and agrees to return said leasehold and equipment thereunto belonging to the said first party, at the termination of this agreement, in substantially as good condition as they were found by the said second party, said stipulation to apply only in case the said party of the second part fails to exercise his option herein provided. All of the terms, covenants and agreements herein provided, shall bind and inure to the benefit of the parties hereto, their heirs, executors, administrators and assigns. The party of the second part is denied the right to sublease