

(c) Further that the aforesaid sale is made with notice of the following, to-wit:

With notice to the party of the second part, that on the 27th, day of August 1908, the party of the first part purported to enter into a contract with the Queen City Oil & Gas Company, a corporation of Sapulpa, Oklahoma, the instrument of writing between the parties being shown by copy thereof hereto attached as Exhibit 'X' to this contract for reference and identification; for the terms of which, and all of the provisions of which reference is here made. The party of the second part herein does hereby assume and agree to keep and perform all of the covenants and agreements in said purported contract, with certain exceptions, to be kept and performed by the party of the first part, provided Said purported contract between the party of the first part and the said Queen City Oil & Gas Company, is a binding and enforceable contract and such a contract as the Queen City Oil & Gas Company can specifically enforce against the party of the first part or its assigns. If said purported contract, as shown by exhibit "X" with the Queen City Oil & Gas Company, is not <sup>such</sup> a contract, under its terms, as is subject to specific enforcement against the party of the first part, or for breach of which the party of the first part may be held liable, and is not such a contract under its terms, as is subject to specific enforcement against the party of the second part herein, or for breach of which the party of the second part herein may be held liable as the assignee of the party of the first part herein, then the party of the second part does not assume and does not agree to, at any time, or in any manner, shape form, or fashion, keep and perform any or all of the covenants and agreements or terms in said contract with the Queen City Oil & Gas Company; but if said contract with the Queen City Oil & Gas Company, <sup>is such under its terms covenants and agreements as the Queen City Oil & Gas Company</sup> can enforce a specific performance of, either at law or equity, the party of the second part <sup>herein</sup> hereby agrees with the party of the first part herein, to assume, keep and perform such covenants and agreements therein contained, except the agreement therein contained wherein the party of the first part agreed with the Queen City Oil & Gas Company, that it, the said Queen City Oil & Gas Company, during the life of said contract shall have the exclusive right to supply with gas, the various townsite additions to the City of Sapulpa, State of Oklahoma, (those not included in the Original townsite of Sapulpa, as defined by the United States Government Survey thereof). The Margaret Oil Company, however, in the event that the Courts in a suit by the Queen City Oil & Gas Company, or assigns, orders it, the Margaret Oil Company, to furnish gas to the Queen City Oil & Gas Company, for the purpose of supplying the various townsite additions to the Town of Sapulpa, State of Oklahoma, shall have the right to use the pipe lines herein conveyed to the party of the second part, free of cost, through which lines to carry out that part of the contract as ordered and decreed by the Court; and the said Margaret Oil Company shall, in <sup>compliance</sup> with the decree of court, have the right to use, free of liability to the party of the second part herein, gas from lands the court holds in such suit or suits, the Margaret Oil Company bound itself to furnish gas from under said contract to the Queen City Oil & Gas Company.

HOWEVER, the party of the second part herein binds itself to hold the party of the first part herein free from any and all damages for breach of any of the covenants of said purported contract between the party of the first part and the said Queen City Oil & Gas Company, including the covenant contained in said contract wherein party of the first part agreed that during the life of this contract the Queen City Oil & Gas Company should have the exclusive right of supplying with gas the various townsite additions to the City of Sapulpa, State of Oklahoma, as therein described and specified.

The party of the second part agrees and binds itself, to defend at its own expense,