Filed for record at Tulsa, Okla Nov. 17, 1910 at 1 P.M.

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

- SELECTION OF THE PARTY OF THE

SPPLEMENTAL LEASE CONTRACT.

THIS AGREEMENT, made and entered into this 6th day of October, 1910, by and between Julia Johnston as guardian of William P. Johnston, a minor, of Tahlequah, Oklahoma, party of the first part, and Britton Johnson Oil Company, of Tulsa, Oklahoma, party of the second part:

WITNESSETH, that whereas, the party of the first part is the present owner of the following described premises, to-wit: East of Half of Northeast quarter of section 7, Township 21, North Range 13 East, containing 80 acres more or less, situated in Tulsa County, State of Oklahoma.

Whereas on the 24th day of April 1906, an oil and gas mining lease was executed by Julia Johnston as guardian of William P. Johnston, a minor to Cyrus S. Avery of Vinita, Oklahoma, of which lease party of the second part is the owner, covering such lands, running for a term ending of Sept. 18th, 1916, years from date thereof, which lease is still in full force and effect, and

Whereas, in said lease the royalties, rentals and payments under its term s are payable at the office of the United States Indian (Agent) Superintendent at Muskogee, and

WHEREAS, it would be to the mutual benefit and advantage of both of the parties hereto if said payment could be made by a deposit of sums falling due at the First National Bank of Tahlequah, Oklahoma, to the credit of party of the first part, his heirs, administrators and assigns.

IT IS THEREFORE AGREED by the parties hereto that all royalties rentals and payments of all kinds whatsoever, shall be paid by a deposit at the First National Bank of Tahlequah, Oklahoma, to the credit of Julia Johnston, guardian of saidminor, and such deposit when so made, at the time specified in said lease shall be accepted by the party of the second part,

It is further agreed that the foregoing shall bind the heirs, executors, administrators, successors or assigns of the parties hereto, and that the terms of such lease, wherein conflicting with the provisions of this contract, are of not furthed force or effect.

It is further agreed that in event party of the first part, her successors, in trust heirs, administrators or assigns shall sell the said lands or the royalty or the rental interest under the said lease, or the party of the first part shall die,

the party of the second part shall continue to pay the said royalties by deposit to the credit of said party of the first part, as aforesaid, until notified in writing by the party so pyrchasing or inheriting said lands, or interest of his purchase accompanied by a full and complete abstract of title oly certified by a reputable abstract company, showing such ownership, and such payments so made prior to such notice and proof of title, shall operate as a full and complete performance of the lease by the party of thesecond part, in so far as the making of such payments is concerned.

IN TESTIMONY WHEREOF, the parties have set their hands and seals the day and year first above written.

> Britton Johnson Oil Co. By A.M. Britton, Pres. Party of the

Julia Johnston Gdn. of William P. Johnston, Minor Party of the first part,