

said party & the first part. Second party agree to pay for all unnecessary damages occasioned by operating on said land.

It is agreed, that if gas is found in paying quantities, the consideration in full to the party & first part for gas shall be one hundred fifty \$100 Dollars per annum for gas from each well when utilized, off the aforesaid premises.

The party & the second part agree to commence operations within one year from the execution of this lease, or in lieu thereof, thereafter to pay to the said party & the first part one dollar per acre per annum until work is commenced payable to party & first part in hand or dep. outd to his credit in the Bank of Nowata County and State of Indian Territory. It is further agreed that party & first part shall have free gas for heating and lighting one residence (party & second part to do his own plumbing) if gas is found on said premises.

A failure to comply with the conditions of this lease renders it null and void as to all parties thereto.

And it is further agreed, that second party, its successors or assigns, shall have the right at any time to surrender up this lease, and shall be released from all moneys due and conditions unfulfilled then and from that time this lease, ^{and agreement} shall be null and void and no longer binding on either party, and the payments which shall have been made to be held by party & the first part as full stipulated damages for the non-fulfillment of the foregoing contract; and all conditions between the parties herunto shall extend to their heirs, executors and assigns.

In witness whereof, We the said parties & the first and second parts, have herunto set our hands and seals the day and year first above written.

Witnesses: —

Olmer M. Lowe (Seal)

Mollie E. Lowe (Seal)

The Sinclair Oil Company (Seal)

By J. B. Ufer Pres. (Seal)

United States of America

Indian Territory Nowata District ss. Attest: W. J. Sinclair Sec.

On this the 23rd day of May A.D. 1907, before me, Moses E. Berry a Notary Public within and for the above district duly commissioned and acting appeared in person Olmer M. Lowe & Mollie E. Lowe his wife to me personally well known as the persons whose names appear upon the within and foregoing deed of conveyance as the parties grantor; and stated to me that they had executed the same for the consideration and purposes therein mentioned and set forth as their free voluntary act and deed, and I do hereby certify