

Whereupon this lease shall be null and void, and that all conditions, terms and limitations between the parties hereto shall extend to their heirs, successors, personal representatives and assigns.

Lessor agrees that the recordation of a deed of surrender in the proper County and a deposit of all amounts then due hereunder to lessor's credit in First National Bank, shall be and be accepted as full and legal surrender of lessor's rights under this lease.

In Witness Whereof, We, the said Parties hereto, have hereunto set our hands and seals this day and year first above written.

Witness my hand and seal this 9th day of March 1908.
 James C. Smith (Seal)
 Either Magnuson (Seal) The March Oil Company (Seal)
 Secretary (Seal) By R. C. Jones, President (Seal)
 State of Oklahoma } ss. (Corporate Seal)
 Tulsa County.

Before me, Daniel P. McBurney, Notary Public in and for said County and State, on this 9th day of March 1908, personally appeared James C. Smith to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

(Notarial Seal)

Daniel P. McBurney
 Notary Public

My commission expires June 11-1910.

Filed for record Mar. 12, 1908 at 11:30 o'clock A.M.

H. C. Walker

Reg. of Deeds

(Seal)