interest on Six Thousand (\$5000.00) Dollars, for a length of time equal to the time between the date of this contract and the date of such actual purchase of said property by second party under this option; Provided, and this option is on the condition that if the first party shall desire to sell said mining property to a third or outside party and shall find a purchaser therefor, it shall serve on the second party a ten day's written notice to such effect, and in the event of such notice, second party's option to purchase at the above figure shall expire with the expiration of such ten days; and if at the end of such ten days the second party shallnot have exercised his option, and the first party actually completes its sale to such third or outside party, the second party agrees to forfeit his rights and lease for whatever portion of time left remaining of his year of tenancy, and surrender immediate possession thereof on payment to himof the sum of Five Hundred Dollars (\$500.00).

- (10) The second party is denied the right to sublease or sublet said mine or resign the same either in whole or in part without the written consent of the first party so to do, first had and obtained.
- (11) Contemporaneously with the execution of the contract, the second party, as part consideration hereof, will make out, cause to be executed and deliver to the first party a bond in the penal sum of rive Hundred Dollars (\$500.00), to be approved by first party, as an additional security and indemnity for the performance of the covenants of this contract incumbent on second party to perform, which bond is by reference made a part of this contract, provided that said bond as given and accepted will in no wise effect the forfeiture rights and privileges of the first party under the terms of this lease.

 (12) It is agreed that upon the failure of the second party to perform or keep any one or all of the covenants of this contract incumbent on him to keep or perform, then at the option of the first party, the first party may declare this lease null and void, and at an end, and in the event of such forfeiture the first party shall have the right to
 - (13) The conditions, terms, covenants, rights, obligations and privileges of this contract are binding upon the heirs, executors, administrators and assigns of the parties hereto.

Witness our hands and seals this 16th day of June, 1922.

ALBERT COAL MINING CO.,

By J. Albert, President.

First Party.

Executed in duplicate.

immediately repossess the premises hereby leased.

J. T. WRIGHT

Second Party

State of Oklahoma, Tulsa County.

Be It Remembered that on this day of June, 1922, personally appeared before me, the undersigned Notary Public, J. Albert, President of Albert Coal Mining Company, personally known to me to be the identical person who executed the foregoing instrument, and J. T. Wright, to me personally known to be the person who executed said instrument and said J. Albert, as such President, and said J. T. Wright as such individual each acknowledged to me that he executed the foregoing instrument as their free wills and voluntary acts for the uses and purposes therein set forth.

Witness my hand and Notarial seal the day and year above written.

My Com. Ex.

C YY

THE REAL PROPERTY.

No tary Public