

and all personal property placed upon said land by vendee. **COMPARED**

**ELEVENTH:** The vendee agrees to assume and protect vendor from any and all liability for damages or injury to property or person, which may result from the operations of such vendee, under this contract, on the land above described.

**TWELFTH:** That vendor shall be under no liability to vendee for failure to deliver casinghead gas or other gas under this agreement, and vendee shall be under no liability to vendor for failure to receive casinghead gas or other gas under this agreement, when such failure is due to the rules, regulations, or orders promulgated by the Corporation Commission of the State of Oklahoma, or by any Commission or governmental agency of the State of Oklahoma or of the United States, or when such failure is due to the action, judgment or decree of any court or courts which forbid or prevent vendor from delivering all or any part of said gas, or when such failure is due to strikers, fires, floods, riots, act of God, or the public enemy, or other causes over which vendor has no control, and which affect the vendor; PROVIDED, HOWEVER, that in the event any of the causes specified generally or specifically herein forbid or prevent vendor from delivering or vendee from receiving all or any part of said gas, this contract shall not thereupon be terminated, but that vendor and vendee shall only be relieved from the obligations herein imposed during the period of time they or either of them are so forbidden or prevented from performing this agreement.

**THIRTEENTH:** That by signing this agreement the parties hereto cancel any other contract or contracts heretofore executed by the parties hereto or their assignor or assignors covering the sale of casing-head gasoline produced on the land above described.

**FOURTEENTH:** This contract shall be available to and binding upon successors and assigns of the respective parties hereto.

IN TESTIMONY WHEREOF each of the parties hereto have caused this instrument to be executed by its duly authorized officers and its corporate seal affixed hereto, the day and year first above written.

ATTEST:  
A. E. Barrus, Secretary.  
(Cor. Seal)

SINCLAIR OIL AND GAS COMPANY,  
By H. B. Bernard, Vice-President.

ATTEST: Chas. D. Klein, (Cor. Seal)  
Secretary.

ATLANTIC PETROLEUM CORPORATION,  
By G. O. Moody, Vice-President.

As authorized by the Secretary of the Interior,  
I hereby approve the above contract subject to  
the casinghead gas regulations approved August  
10, 1917, repromulgated March 8, 1921.

Muskogee, Oklahoma.

Superintendent for the  
Five Civilized Tribes.

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As authorized by the Secretary of the Interior,  
I hereby approve the above contract subject to the  
casinghead gas regulations approved August 10, 1917,  
repromulgated March 8, 1921.

MEM

S. E. Wallen,  
Superintendent for the Five Civilized Tribes.

Muskogee, Oklahoma, Nov. 8, 1923.  
Approved as to form J.M.W.

STATE OF OKLAHOMA, )  
COUNTY OF TULSA. ) ss.

On this 11 day of Oct. A.D. 1923, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared H. B. Bernard, to me known to be the identical person who subscribed the name of the maker thereof, SINCLAIR OIL AND GAS COMPANY, to the foregoing instrument as its Vice-President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires: Mch. 2, 1925. (Seal)

Thomas R. Clift, Notary Public.