

to the point of beginning.

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and the lessee for further consideration agrees to pay the lessor the sum of \$--per year, to be paid semi-annually in advance during the term of this lease.

IT IS AGREED that this lease shall remain in full force and effect for a term of five years from this date, or as long as the rental is paid in accordance with the terms outlined therein.

IT IS FURTHER AGREED that the lessee shall have the privilege of renewing the lease at the expiration of this lease, the rental to be agreed upon by the parties hereto their heirs, successors, or assigns, and if they are unable to agree as to the amount of rental to be paid per annum, the parties hereby agree to the following arrangement;

"The lessor is to appoint a man- and the lessee is to appoint a man, and the two so appointed shall appoint a third, and between the three they shall constitute a Board of Arbitration and shall designate the amount of rental to be paid, and the parties hereto agree to abide by their decision, which is to cover rentals to be paid for the succeeding five years."

IT IS UNDERSTOOD between the parties hereto that this lease is given for the purpose of erecting a gasoline filling station with all equipment and connections necessary not only for erecting but also for maintaining said filling station, and that the lessee has the right to do any grading, levelling, or paving that he may see fit, as well as digging a well for water, in case it is deemed necessary, and

IT IS FURTHER UNDERSTOOD that in addition to the selling of gasoline that this station shall have the privilege of selling lubricating oil as well, and also Automobile accessories of any or every kind or nature, and

IT IS FURTHER UNDERSTOOD that the lessee is to have the exclusive right of selling these articles, as well as the building of a filling station on this forty acre tract, and the lessors hereby agree to restrict the balance of this forty acre tract from the erecting of a filling station or the renting of any ground for the purpose of selling gasoline or any of the other above-mentioned accessories.

IT IS FURTHER AGREED by the parties hereto that the lessee shall have the privilege at the expiration of this lease, if he so desires, of removing any and all equipment placed thereon by him in the erecting and maintenance of said filling station without any interference whatsoever, and it is understood that the filling station and its equipment are to remain at all times the property of the lessee.

THIS LEASE shall be binding upon the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 22nd day of August, 1923.

J. W. Oliver.

Elizabeth Oliver Lessors.

Isaac Shulman, Lessee.

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

Before me, the undersigned, a Notary Public in and for said County and State, on this 22 day of August, 1923, personally appeared I. W. Oliver and Elizabeth Oliver, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires: July 21, 1927.

(Seal) Winifred A. Bailey, Notary Public

Filed for record in Tulsa County, Tulsa, Oklahoma on Nov. 21, 1924 at 4:40 P. M. o'clock

recorded in Book 499, page 278. By Brady Brown.

O. G. Weaver, County Clerk. (Seal)

COMPARED BY
J. S. and J. W.