

hereby agrees that if during the period of this lease, or during any period for which drilling has been delayed by the payments herein provided for, there shall be drilled on adjacent land and within three hundred feet of any line of said leased land, a paying oil or gas well, the said lessee will, with reasonable diligence, begin and prosecute the drilling of an offset well on said leased land; PROVIDED, that if said well on the adjacent land is a paying gas well, producing gas only, the said lessee may pay to the lessor the same amount of royalty as herein provided for a gas well on the leased premises in lieu of drilling an offset well.

(9) It is understood and agreed that all considerations recited herein, cover, not only the privileges granted to the date when the first well is to be commenced, but also the lessee's option to extend this lease from time to time, and any and all other rights conferred.

(10) The lessee shall have the right to assign this lease or any interest therein or any portion of the acreage covered thereby, in which ^{last} ~~less~~ event the lessee shall be liable only for royalties accruing from operations on the acreage retained by it, and be liable only for such proportions of the rentals due under said lease as the acreage retained by the lessee, bears to the entire acreage covered by said lease, and the assignee of the lessee shall have corresponding rights and privileges with respect to said royalties and rentals as to the acreage assigned to it, and the default of either shall not affect the other owner.

(11) All covenants and agreements herein set forth between the parties hereto shall extend to their successors heirs, executors, administrators and assigns.

In witness whereof, the parties hereto have hereunto set their hands the day and year first above written.

Witnesses:

Phillip Brown
Josie Brown.

(Copy Seal) Empire Gas & Fuel Co. (Delaware)

By H. R. Straight, Vice-President.

Attest: C. E. Murray, Sec'y

JES

State of Oklahoma)
of)
County of McIntosh)

Be it remembered, that on this 26th day of July, 1922, before me a Notary Public, in and for said County and State, personally appeared Phillip Brown and Josie Brown, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and duly acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my official signature and affixed my Notarial Seal the day and year first above written.

My commission expires 2/12/25.

(S222) H. R. Jordan, Notary Public.

Filed for record in Tulsa County, Okla. on Oct. 3, 1922, at 1:15 P.M. and duly recorded in book 428 - page 357

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COMPANY

GENERAL WARRANTY DEED.

INTERNAL REVENUE

23.0

This indenture, made 26th day of September, 1922, between Theodore Cox and his wife Bessie W. Cox, S. W. Farish and his wife Katharine M. Farish and Nettie F. Castle and her husband R. W. Castle, ~~et al~~ Castle, all of Tulsa, Oklahoma, parties