

abandoning the same and removing the equipment therefrom, he shall notify the party of the first part, and if the party of the first part desires, it may drill such well to deeper sands at its expense and have the use of the casing of the party of the second part in said well without charge for the purpose of so doing. If oil should be discovered in paying quantities and the party of the first part complete the same as a producing oil well, then it shall pay to the party of the second part the net cost to him of drilling such well and the fair market value of the casing belonging to the party of the second part and left in said well. If gas should be developed by reason of such deeper drilling, then the party of the second part shall pay to the party of the first part the amount expended by it in deepening said well and the fair market value of any casing owned by it and left in said well. In case such well is dry when drilled deeper, then the party of the first part shall remove such casing as it may have left in such well at its expense, and the party of the second part shall remove the casing he has left in said well at his expense.

COMPARED

The party of the second part agrees to drill all offset wells necessary to protect first party's said lease on account of gas wells hereafter drilled on adjoining land.

It is understood that this assignment and agreement shall not abridge or any way curtail first party's right to drill said land for oil or its right to the use of the surface thereof.

It is understood and agreed between the parties hereto that the party of the first part does not warrant the title to the land or lease hereby assigned.

It is further understood and agreed between the parties hereto that this contract shall inure to the benefit of and be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto and upon any assignee hereof, but no assignment of this contract shall operate to relieve the second party of his obligations hereunder.

This assignment of gas rights shall not obligate the first party to keep said lease in force by rental payments. At any time the first party elects to let the said lease forfeit so far as its rights are concerned, it may notify the second party of such election, and, in that event upon demand by the second party or it will transfer its interest in said lease to the second party or his assigns.

It is further agreed that if the second party fails to drill the well as herein provided, then the party of the first part may at its option declare this contract rescinded and terminated or may elect to require full performance of the provisions thereof.

Executed in duplicates this day and year first above written.

(Corp. Seal) The Texas Company,

By J. H. Hill, Attorney in fact.

J. H. Middleton.

State of Oklahoma)
County of Tulsa) SS

On this 5th day of November, 1923, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally appeared J. H. Hill, to me known to be the identical person who subscribed the name of the Texas Company to the foregoing instrument as its Attorney in fact 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.

(SEAL) C. R. Bumgarner, Notary Public.

My commission expires Oct. 8, 1924.

Filed for record in Tulsa County, Okla. on Nov. 8, 1923, at 1:30 P.M. recorded in book 474, p page 610, Brady Brown, deputy. (SEAL) O. G. Weaver, county clerk.