

of the first part, it shall be its privilege so to do upon the reimbursement within thirty days after the completion of such a well to the said party of the second part of whatsoever money he may have spent or obligation he may have incurred in the putting down and equipment thereof; and if any such well or wells produce gas and not oil in quantities sufficient to warrant the purchase thereof for that purpose by the said party of the second part, it shall be his privilege so to do upon the reimbursement within thirty days after the completion of such a well to the said party of the first part of whatsoever money it may have spent or obligation it may have incurred in the putting down and equipment thereof; and moreover, if any such well or wells produce both oil and gas in paying quantities, the same shall be operated jointly by the parties to these presents for their own respective products, and should either product be come exhausted below paying quantities before the other, the owner of the other remaining product shall purchase at a fair valuation from the owner of the exhausted product whatsoever interest it or he may have in the material belonging to such a well and pay for the same within thirty days after notice.

SIXTH: That the said party of the first part shall have the right at any time and from time to time to assign to the said party of the second part its interest in the said estate, or any of them, and thereby be released and relieved from any further liability or liabilities under these presents touching such estate or estates so assigned; and likewise the said party of the second part shall have the right at any time and from time to time to assign to the said party of the first part his interest in the said estates, or any of them, and thereby be released and relieved from any further liability or liabilities touching such estate or estates, so assigned, but it is provided always that such assignment or assignments shall be accepted within ten days after notice of the intention to make it or them, respectively, and in case of neglect or refusal to demand or accept such assignment or assignments within the period aforesaid, then the party desiring to make it or them shall be relieved from any further liability or liabilities under these presents, or otherwise touching such estate or estates, and may surrender it or them to the respective lessors or otherwise dispose of such estate or estates, these presents being the sufficient warrant.

SEVENTH:- That for all purposes under these presents, notice addressed and sent by mail to the said party of the first part at Pittsburgh, Pa., and notice addressed and sent by mail to the said party of the second part at Pittsburgh, Pa., shall be sufficient.

EIGHTH:- That all and singular the covenants, agreements, stipulations and conditions of these presents shall extend to, include and mean the heirs, executors, administrators, successors and assigns of the parties thereto, respectively.

In witness whereof, the said party of the first part has caused its name by the hand of its President and its common and corporate seal to be hereunto affixed, and the said party of the second part has hereunto set his hand and seal the day and year first above written.

(Corp Seal)

W.B. Beecher, A Secretary

W.B. Beecher

Regal Oil Company

J.C. Trees, President (seal)

G.T. Braden

State of Pennsylvania, County of Allegheny, SS.

Before me, a Notary Public in and for said county on this 28th day of Sept. 1910, personally appeared J.C. Trees, to me known to be the identical person who