

TO HAVE AND TO HOLD unto the said Producers Oil Company, its successors and assigns forever.

And the Alpine Oil Company hereby binds itself to warrant and forever defend the title of the land first described, that which is undertaken to be conveyed in fee, subject to said Tank-site lease, against any and all persons whomsoever claiming or to claim the same or any part thereof. And as to said leased lands and leases assigned and other property, excepting the fee land hereinbefore described, it warrants that the same are free, clear and discharged of and from any and all former grants, taxes, liens and incumbrances of every kind and character created by, through or under it; that all obligations required of the lessee in each of said leases has been faithfully kept; that in no lease has the lessee been guilty of any act or omission to create any forfeiture, and at the time of making this grant the Alpine Oil Company is in quiet and peaceable enjoyment of all of said property.

Producers Oil Company hereby covenants with said Alpine Oil Company, as follows:

1. That as fast as oil is produced from the land hereinbefore described, including oil run since 12 o'clock P. M., September 27, 1909, the same shall be sold by the said Producers Oil Company and after payment of royalties as now provided in leases, one-half of the proceeds shall be paid over by the purchasers to H. F. Sinclair, of Independence, Kansas, P. J. White, of Tulsa, Oklahoma, and Thomas White of Tulsa, Oklahoma, in the proportion of two shares to H. F. Sinclair, and one share each to P. J. White and Thomas White, respectively, until they shall have received the sum of One Hundred Seventeen Thousand, Five Hundred, (\$117,500.00)