

Twenty-six (26), Township Twenty-one (21) North, Range Thirteen (13) East, Tulsa County, Okla., containing 40 acres, which said lease was filed for record in the office of the County Clerk on June 15, 1922 and recorded in Book 349 at page 307 of the records thereof; and

WHEREAS, on the 4th day of October 1920 J. S. Hopping and T. D. Evans did make, execute, acknowledge and deliver unto C. E. Dickson an oil and gas mining lease covering the

Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter of Section Twenty-six (26), Township Twenty-one (21) North, Range Thirteen (13) East, Tulsa County, Okla.,

which said lease was recorded in Book 349 at page 44 of the records thereof; and

WHEREAS, said leases and each of them are owned by the said B. L. Dickson and C. E. DICKSON and are now valid, binding and subsisting leases; and

WHEREAS, the said lessee has drilled certain producing gas wells on the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said land above described, which said wells are equipped and are now producing gas from the Oswego lime and the Bartlesville sand; and

WHEREAS, the said owners of the said leases above described desire to sell and assign an undivided three-fourths ($\frac{3}{4}$) interest in and to said leases and each of them excepting and reserving however all oil or gas which may be found in or above the Bartlesville sand and also reserving all gas wells which they now have on said land.

NOW, THEREFORE, in consideration of the sum of One dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt of which is hereby acknowledged, the said B. L. Dickson and C. E. Dickson do hereby sell, assign, transfer, set over convey and deliver unto Chas. W. Grimes, L. A. Gillespie and Geo. Lee Parent, their heirs and assigns, an undivided three-fourths ($\frac{3}{4}$) interest in and to said leases above described and each of them, except that the assignors hereby specifically reserve all rights in and to the Bartlesville sand and all sands above same, including the gas wells now located on said lands all of which are specifically reserved to the assignors. This assignment is made with the understanding and agreement that if the parties hereto should drill a well prospecting for oil and gas to any sand or sands below the Bartlesville sand and if said well shall be non-producing in any sand or sands found below the Bartlesville sand to which it may be drilled, but shall be producing in the Bartlesville sand or any sand found above same, then the assignors herein reserve the right to take over said well and to equip and utilize the same by paying to the assignees hereunder three-fourths ($\frac{3}{4}$) of the cost of the hole to the depth from which said shallow sand is producing.

It is further agreed that the assignees herein mentioned shall have the free use of gas for drilling and operating purposes on any wells and the operation thereof which may be drilled on the above described lands, providing however that said assignees shall pay their proportionate parts of whatever royalty it may be necessary to pay under the terms of the original leases; and the assignors shall protect the rights of the assignees herein by drilling any shallow offset wells which it may be necessary to drill in order to protect the lease rights of the assignees.

To have and to hold the same unto the said Chas. W. Grimes, L. A. Gillespie and Geo. Lee Parent, their heirs and assigns, subject to the above conditions and subject to the terms and conditions of said original leases.

IN TESTIMONY WHEREOF we have hereunto set our hands and seals on this 30th day of June 1922.