

and promises to, into and through, what is known as the Wilcox Sand, or the second break in the Mississippi line and to secure from party of the first part, an assignment of said lease, in so far only as it enables party of the second part to produce oil or gas from all sands lying beneath the top of the so called Mississippi line, and,

Whereas, party of the first part is willing that a test well shall be drilled on said premises through said sands aforesaid, so that if oil or gas maybe discovered in said sands, the advantage thereof shall accrue to the party of the second part, but party of the first part desires to retain the rights under said lease as to all oil or gas which may be produced above the top of the so called Mississippi line. **COMPARED**

Now, therefore, in consideration of the premises and mutual covenants hereinafter set forth, and the sum of one dollar cash in hand paid by the party of the second part to the party of the first part, said parties have mutually agreed as follows:

1; Party of the first part agrees to execute a commercial assignment covering the northeast quarter of the southeast quarter of section six (6) township nineteen (19) north, range twelve (12) east, and a departmental assignment and accompanying papers subject to the approval of the Secretary of the Interior on the southeast quarter of the southeast quarter of section six (6) township nineteen (19) north, range twelve (12) east, and the northwest quarter of the southwest quarter of section five (5) township nineteen (19) north, range twelve (12) east,

Insofar as oil or gas shall be produced by party of the second part from the sands below the top of the Mississippi line; said assignment to be executed by party of the first part and placed in escrow in the Sand Springs State Bank, and to be delivered to the party of the second part, only after a party of the second part shall have drilled and completed a well producing oil or gas in paying quantities from any sand below the top of the Mississippi line, but if said well does not produce oil or gas in paying quantities from the first break of the Mississippi line, it shall be drilled in and through the second break in said line, said well to be drilled by party of the second part at his own expense on said real estate and premises herein above described, at a point which is three hundred and thirty (330) feet north of the south line and three hundred and thirty (330) feet east of the west line of the northeast quarter of the southeast quarter of section six (6) township nineteen, (19) north, range twelve (12) east, and which location has been mutually agreed upon.

2. If the first well shall have been drilled and completed by party of the second part to the second break in the Mississippi line or the Wilcox sand, and shall be a dry hole, party of the second part shall have the privilege of drilling and completing another well on said real estate and premises to the Wilcox sand or the second break in the Mississippi line.

3. As a further consideration for this assignment by party of the first part to party of the second part, the second party agrees that first party shall have preference rights for all gas which second party may produce from all sands below the top of the Mississippi line, such gas to be sold at 3¢ per one thousand cubic feet to the Sand Springs Gas Company, a corporation, affiliated with the party of the first part. This agreement for sale of gas to run as long as gas is produced in paying quantities from the above mentioned sands during the life of this contract, and first party agrees to take and pay for all gas produced, as provided by the rules and regulations of the Corporation, Commission of the State of Oklahoma, at 3¢ per one thousand cubic feet on a two pound pressure base, from the sands above mentioned.

4. If party of the second part in drilling said well, or wells, encounters <sup>oil or</sup> gas in paying quantities at a point above the top of the Mississippi line, he shall confine such