

by W.H. Allen and P. W. Linden;

NOW, THEREFORE, for and in consideration of the sum of Two Thousand Dollars (\$2,000.00) the receipt of which is hereby acknowledged, the undersigned, the present owners of said lease and all rights thereunder or incident thereto, do hereby bargain, sell, transfer, assign and convey unto Bu-Vi-Bar Petroleum Corporation an undivided three-fourths interest in and to all the right, title and interest of the original lessees and present owners in and to said lease and the rights thereunder in so far as it covers the South Half of the Northwest Quarter and the North Half of the Southwest Quarter of Section 9, Township 17 North, Range 14 East, containing 160 acres, more or less, together with all personal property used or obtained in connection therewith, to By-Vi-Bar Petroleum Corporation and its successors and assigns.

And for the same consideration the undersigned, for themselves and their heirs, successors and representatives, do covenant with the said assignee, its successors or assigns, that they are the lawful owners of said lease and the rights and interest thereunder and the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property is free and clear from all liens and encumbrances and that all rentals and royalties due and payable thereunder have been duly paid.

And for the same consideration the undersigned covenant and agree that the said By-Vi-Bar Petroleum Corporation and its assigns shall have charge and control of all operations and development of said lease, and the undersigned further agree to deposit with and pay to the said By-Vi-Bar Petroleum Corporation, in advance, their proportionate share of drilling contracts entered into, said contracts to be mutually agreed to, and further agree to pay to the said By-Vi-Bar Petroleum Corporation, within ten days from receipt of itemized statement, one-fourth of all operating or other charges for the preceeding month, except that no charge for superintendency or office of said property shall be made against or charged to the interest of the undersigned.

For the same consideration the undersigned further agree that if at any time they or their assigns shall fail, neglect or refuse to pay in advance as herein agreed, their full one-fourth of said drilling contracts entered into, or to pay the full one-fourth of the operating or other expense within the time herein agreed to be paid, then and in that event the undersigned or their assigns covenant and agree to make, execute and deliver proper transfer orders to the Pipe Line Company, authorizing said Company to transfer and run to said By-Vi-Bar Petroleum Company or its assigns all runs from said property.

And it is agreed that in event said runs should be transferred to the said By-Vi-Bar Petroleum Corporation as aforesaid, then and in that event the said Bu-Vi-Bar Petroleum Corporation shall pay to the undersigned or their assigns the net amount of the proceeds of the oil run from the undersigned's one-quarter interest for the preceeding month, the same to be payable on the 15th and 30th days of the succeeding months, and that said Bu-Vi-Bar Petroleum Corporation shall pay to the undersigned or their assigns, the net proceeds from all gas sold from said quarter interest during the preceeding month on or before the 25th day of the succeeding month, and that said Bu-Vi-Bar Petroleum Corporation are authorized to deduct from said oil runs and said gas, all sums due for operating or other expenses and chargeable against said one-quarter interest.

And the said By-Vi-Bar Petroleum Corporation agrees in that event to furnish the undersigned, by the tenth day of each and every month, a statement of the operating or other expenses chargeable to the one-quarter interest of the undersigned for said preceeding month, and agrees to furnish to the undersigned a written estimate of the estimated cost of any purposed new drilling operations.