

in Book ----, page-----, and COMPARED

WHEREAS, The said lease and all rights thereunder or incident thereto are now owned by A. B. ICE

NOW, THEREFORE, For and in consideration of One Dollar, and other good and valuable considerations, including the agreements and undertakings hereinafter contained and set out herein by and between the parties hereto, the undersigned, the present owner of the said lease and all rights thereunder or incident thereto, does hereby, bargain, sell, transfer, assign and convey unto R. H. Bartlett, Trustee, a full undivided one-half interest in and to the whole of said lease, excluding only the original one-eighth royalty interest in the oil and gas produced retained by the original lessors, as provided in the lease above described, of his right, title and interest of the original lease and present owners in and to the said lease and rights thereunder, insofar as it covers the North Half of the Northeast Quarter of Section nineteen (19), North, Range Ten (10) East, and containing eighty acres, more or less, together with all personal property used or obtained in connection therewith, to R. H. BARTLETT, Trustee, and his heirs, successors and assigns.

Since the original lease from M. S. Mussellem and P. H. Stein to A. B. Ice, recorded in the office of the Register of Deeds in and for Tulsa County, at page----, Book----, contains the following paragraph,

"In addition to the one-eighth (1/8) regular royalty as above provided, the lessee shall give the lessor a one-eighth (1/8) of the working interest in the first well drilled on the above described land, provided said well produces oil or gas in paying quantities, and said well to be completed, free of cost to lessor, and lessee further agrees and obligates himself to furnish all casing, tubing, rods, tanks, derricks, flow lines and all other equipment necessary in, and for a producing oil or gas well, at his own expense and without cost or liability of whatsoever nature on the part of the lessor.

Should the first well drilled be a paying oil or gas well, the lessor shall have the same working interest in and to all wells drilled thereafter on the above described land, provided the lessor pays his proportionate part of the cost necessary to drill and equip such additional wells. Should the lessee conclude to drill additional wells, he shall notify in writing the lessor of such intention and the lessor reserves the right to consent thereto and pay the expense incident to and accruing to this one-eighth (1/8) working interest, or relinquish his one-eighth (1/8) working interest in the second and all additional wells drilled on said land, and failure of lessor to make his election known to lessee, in writing, within ten days after receiving such notice from lessee, shall be construed as a relinquishment by lessor of his one-eighth (1/8) working interest in the second and all additional wells that may be drilled on the above described land,"

it is the purpose and intent of the parties to this Assignment that the respective interest of all parties in and to the rights conferred by said lease, be as follows:

R. H. Bartlett, Trustee, a four-eighth (4/8) interest

A. B. Ice, a three-eighths (3/8) interest

M. S. Mussellem and P. H. Stein, a one-eighth (1/8) interest

In consideration of the assignment here made, R. H. Bartlett, Trustee, upon his part, undertakes and agrees as follows:

It is understood by and between the parties hereto that the undertaking of R. H.