

Bartlett, Trustee herein, to complete the first well, means, if not a flowing well, to shoot and clean out same and equip for pumping into tanks, that is to say:

The well is to be equipped with tubing and rods and connected to the tanks. The cost of any further equipment shall be borne by all parties hereto according to their respective interest herein.

To drill a well on the eighty acre lease involved in this assignment, being the North one-half of the Northeast Quarter, of Section Nineteen (19), Township Nineteen (19) North, Range Ten (10) East, said location to be in the Northwest corner of the East Forty of said Eighty acres; said well to be drilled to what is known as the Dutcher sand, at a depth of approximately twenty-five hundred feet, or the sand from which the Pan Elva Oil and Gas Company is now producing on their forty acres directly north of the East one-half of this said eighty acres.

It is understood and agreed by and between the parties hereto, that Mr. A. B. Ice, upon his part, agrees to give an option to purchase his remaining interest in and to the lease here in question to R. H. Bartlett, Trustee, including his interest in first well, for a consideration of \$----- per barrel, providing, of course, this well produces oil in paying quantities. The production of the well to be ascertained after the well is thirty days old, by taking a ten day guage.

R. H. Bartlett, Trustee, upon his part, further undertakes and agrees to employ A. B. Ice, one of the parties hereto, to drill the first well upon said lease, and in the event said Bartlett deems it advisable to drill other wells on said lease, the said A. B. Ice is to have the option of drilling at least two additional wells upon said lease, the price of all drilling to be fixed at \$1.50 per foot until the top of the Bartlesville sand is reached, and \$2.00 per foot thereafter until the Dutcher sand is reached.

A. B. Ice, upon his part, agrees to furnish all the material and equipment now located upon the said lease for use in the drilling of the well, where same now lies on the North half of the Northwest quarter of Section Twenty (20), Township Nineteen (19) North, Range Ten (10) East, with the understanding that R. H. Bartlett, Trustee, is to pay rental on one-half of said casing used, as one-half of the casing belongs to one E. L. Robinson. A. B. Ice agrees to furnish his one-half of the casing free.

It is further understood and agreed by and between the parties hereto that drilling is to be commenced within a reasonable time, or as soon as A. B. Ice can get ready, but not later than February 1st, 1924. R. H. Bartlett, Trustee, upon his part undertakes and agrees to erect the necessary rig upon the location in question by the 25th of January, 1924.

R. H. Bartlett, Trustee, further undertakes and agrees to store in tanks the oil going to the other parties in interest herein from the first well drilled, it being understood that necessary storage needed for succeeding wells is to be paid for according to the various interest of the parties hereto.

Upon the completion of the well, if it produces oil or gas in paying quantities, R. H. Bartlett, Trustee, upon his part, agrees to pay for all casing not returned.

It is further understood and agreed by and between the parties hereto that R. H. Bartlett, Trustee, is to have sole charge of the operation of the lease in question, and is to render statements to the other interested parties for their proportionate share of the expense of operation under the terms of this contract.

And for the same consideration, the undersigned, A. B. Ice, for himself, his heirs, successors and representatives, does covenant with the said assignee, his heirs, successors or assigns that he is the lawful owner of the said lease and rights and interests thereunder and of 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