

WHEREAS, It was agreed in said stipulation and agreement that said Creek oil Company should pay to said Success Oil & Gas Company the sum of \$30,000.00 in cash, leaving unpaid a balance of \$35,000.00; said sum of \$35,000.00 was to be paid out of one half of the net runs of all the oil run from said lands after December 4, 1907 until the full amount of said sum of \$35,000.00 should be paid, and,

WHEREAS, The said premises ever since said December 4, 1907, have been and are now being operated for oil and gas under and according to said stipulation and agreement and there has been run to the credit of the Success Oil & Gas Company, oil runs to the amount of \$20,173.15, which said sum has been applied on the said \$35,000.00, leaving a remaining sum to be paid according to said stipulation to the Success Oil & Gas Company of \$14826.85

And Whereas, said stipulation and agreement for the payment of said sum of money is now in full force and effect; and,

WHEREAS, the parties hereto have agreed upon the transfer and sale of all the right title and interest of said Success Oil & Gas Company upon said second party herein; and,

WHEREAS, the board of directors, acting in accordance with and by virtue of the By-laws of said Success Oil & Gas Company, have authorized the transfer, delivery and assignment of all the right, title and interest of said Success Oil & Gas Company in and to the said stipulation and agreement for dismissal:

NOW, THEREFORE, In and for the consideration of the sum of \$13344 17/100, paid to said Success Oil & Gas Company, by the said second party herein, receipt whereof is hereby acknowledged, the said Success Oil & Gas Company, for itself, its successors and assigns, does hereby and by these presents transfer, deliver and assign unto the said H. C. Tyrrell his heirs and assigns, all the right, title and interest of said Success Oil & Gas Company in and to the said stipulation and agreement above described, and hereby authorize and empower the said H. C. Tyrrell, his heirs and assigns to collect and receive all moneys due or to become due to the said Success Oil & Gas Company under and by virtue of said stipulation of Settlement, and does hereby authorize and direct any pipe line company to pay and deliver to the said H. C. Tyrrell, his heirs and assigns, any and all money due or to become due under said contract. The duplicate original of said stipulation belonging to said Success Oil & Gas Company is hereto attached and made a part of this agreement and marked Exhibit "A".

IN WITNESS WHEREOF, the said Success Oil & Gas Company has hereunto caused its name to be subscribed by its President, duly attested by its secretary, and its corporate seal affixed, this 15th, day of April A. D. 1909.

(CORPORATE SEAL)

SUCCESS OIL & GAS CO.

ATTEST: FRANKLIN MILLER, SECRETARY. BY JOHN R. SHAW, PRESIDENT.

STATE OF OKLAHOMA,)
 : SS.
COUNTY OF TULSA.)

Please remember that on this 12th, day of April 1909, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared the Success Oil & Gas Company, by its President John R. Shaw, and Its Secretary Franklin Miller, and such persons being personally known to me to be the identical persons who executed the above and foregoing conveyance, and such persons duly acknowledge the signing and execution of the same for and on behalf of said corporation and as the free and voluntary act and deed of said corporation, and as their own free and voluntary act and deed, for the uses and purposes therein set forth, and further stated to me that they had full power and authority to execute said instrument and that such action had been duly authorized