

## SUN OIL COMPANY

DX DIVISION



907 SOUTH DETROIT AVENUE, TULSA, OKLAHOMA 74120

P. O. Box 2039

August 27, 1969

TO ALL INTEREST OWNERS

RE: D/O 13746-01-000 ARNOLD BROWN UNIT All of Section 34-17N-22W, as to the Tonkawa Formation Ellis County, Oklahoma

Dear Interest Owner:

We are enclosing two copies of our oil division order for your execution as to your interest under the above unit. If your interest is correctly shown on this order, one copy should be executed and returned to this office.

Please insert your social security or tax account number in the space provided for this information and check to see if your address is correctly shown. If you have any questions concerning the division order, please let us know.

You will note that we have shown some of the interests as suspense items. These interests are either subject to Title Requirements or Litigation. As soon as these interests have been cleared for payment, we will issue another division order covering such interests.

Yours very truly,

DONALD M. BONES
DIVISION ORDER SECTION

J. A. Eddington

JAE:rch

Enclosures



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### To SUN OIL COMPANY — DX DIVISION BOX 2039, TULSA, OKLAHOMA 74102

August 27 , 19 69

The undersigned, and each of them guarantee and warrant that they are the legal owners in the proportion set out below of all the oil produced from the ARNOLD BROWN UNIT lease, described as

#### All of Section 34-17N-22W, as to the Tonkawa Formation

State of Oklahoma , written notice either from you or us you are auth	in day of day therefore, purchase it and pay therefore.	First Run . 19 , and until further or as follows:
NAME OF OWNER	DIVISION OF INTEREST	ADDRESS OF OWNER

#### SEE ATTACHED EXHIBITS

The following covenants are also parts of this division order and shall be binding on the undersigned, their heirs, devisees, successors, legal representatives and assigns.

The following covenants are also parts of this division order and snall be binding on the undersigned, their nears, devisees, successors, legal representatives and assigns. FIRST: The oil received and purchased hereunder shall become your property as soon as the same is received into your custody or that of any pipe line company or carrier designated by you. The term "oil" as used in this division order shall include all liquid hydrocarbons.

Should the oil produced from any formation in and under the lands covered hereby be commingled with other oil prior to the time it becomes your property, whether such other oil be produced from one or more formations having different ownership in and under the lands covered hereby or in and under any other lands, the commingled oil sold hereunder shall be deemed to be the interest of the undersigned in that portion of the total commingled oil delivered which is allocated to the lands covered hereby on the basis of the formula prescribed by the operators of the leases covering the formations or tracts of land involved and the data supplied to you with respect thereto, and you are authorized to accept such information, rely upon the same and make settlement hereunder on the basis of the quality and gravity of such comminated oil and allocated without liability to the undersigned. oil so allocated without liability to the undersigned.

Should the interest of the undersigned in the oil produced from the lands covered hereby be unitized with oil produced from one or more other tracts of land, this division order shall be deemed to be anodified to the extent necessary to conform with the applicable unitization agreement of plan and all revisions or amendments thereto, but otherwise to remain in full force and effect as to all other provisions. In such event the portion of the unitized oil sold hereunder shall be the interest of the undersigned in that portion of the total unitized oil which is allocated to the lands covered hereby and shall be deemed for all purposes to have been actually produced from

SECOND: The oil received and purchased hereunder shall be delivered f.o.b. to any pipe line or carrier designated by you which gathers and receives said oil, and you shall pay for such oil to the respective owners according to the division of interest herein set forth at the price posted by you for oil of like gravity, kind and quality applicable to the field where said oil is produced on the date of each respective run. You are authorized to reduce said price by any truck or pipe line charges agreed upon by you and the operator.

In the event the oil is sold by you to another purchaser accepting delivery at the lease, settlement therefor shall be based upon the price received by you from, and upon the volume computations made by, such purchaser.

THIRD: Quality and quantity shall be determined in accordance with the conditions specified in your price posting. You may refuse to receive any oil not considered merchantable by you.

FOURTH: Settlements and payments shall be made monthly for oil received and purchased during the preceding month, by check mailed from Tulsa, Oklahoma, to the respective parties at the addresses above given, for the amount of such purchase price due said parties respectively, less any taxes required by law to be deducted and paid by you as purchaser. You may withhold, without interest, monthly payments due any payee of amounts less than Three Dollars (\$3.00), it being agreed, however, that regardless of the amount so accumulated, you will make payments of full amount so credited to each payee either annually or semi-annually.

FIFTH: Without impairment of any warranty herein contained, it is agreed that satisfactory abstracts or other evidence of title will be furnished to you at any FIFTH: Without impairment of any warranty herein contained, it is agreed that satisfactory abstracts or other evidence of title will be furnished to you at any time on demand. In the event of a failure so to furnish such evidence of title, or in the event of an adverse claim, question or dispute at any time concerning the title to such oil or any part thereof or to the land from which such oil is produced, you may hold the proceeds of all oil received and run, to the extent of the interest involved in such adverse claim, question or dispute, without interest, until indemnity satisfactory to you has been furnished or until said claim, question or dispute as to ownership has been finally settled or finally determined. In the event any action or suit is filed in any court affecting the title either to the real property above described or to the oil produced therefrom in which any of the undersigned are parties, written notice of the filing of said action shall be immediately furnished you by the undersigned stating the court in which the same is filed and the title of such action or suit. You and/or any carrier transporting oil for your account shall be held harmless by each party to this division order to the extent of each partys' interest, as set forth in this division order, from any judgment rendered against you or it on account of receiving, purchasing, paying for or transporting the oil credited to such party's interest.

SIXTH: The undersigned severally shall notify you in writing of any change of ownership, and no transfer of interest shall be binding upon you until a transfer order and the recorded instrument evidencing such transfer, or a certified copy thereof, shall be furnished to you. You will not be responsible for any change of ownership in the absence of actual notice and satisfactory proof thereof. Transfers of interest shall be made effective at 7 o'clock a. m. on the first day of the calendar month following said written notice to you unless this requirement is waived by you. If any limited, reversionary or sliding scale interest is owned or retained by any party to this division order, such party hereby relieves you of any obligation to determine if and when payment for such interest shall commence, change or cease, and further agrees to notify you in writing as to the date on which such payment shall commence, change or cease, and to hold you harmless for any erroneous payment made prior to receipt of said written notice.

SEVENTH: Working interest owners or operators who sign this division order, and each of them, guarantee and warrant for your benefit and that of any pipe line or other carrier designated by you to run or transport said oil, that all oil tendered hereunder has been or will be produced in accordance with applicable Federal, State and Municipal laws and official rules and regulations, and in compliance with all the requirements of the Fair Labor Standards Act of 1938 and amendments thereto.

EIGHTH: This division order shall become valid and binding on each and every owner above named as soon as signed by him or her regardless of whether any of the other above named owners have so signed; and in consideration of the purchase of oil hereunder, consent is given hereby to you or any pipe line company which you may cause to connect with the wells or tanks on said land, to disconnect and remove such pipe lines, in case of termination by either you or us of purchases under this division order. You are not expected to receive oil in definite quantities or for fixed periods nor to provide storage on the credit balance plan or otherwise except as and when you shall now or hereafter agree in writing. SOCIAL SECURITY NO.

WITNESSES:	OWNERS:	OR TAX ACCOUNT NO.
	<del></del>	

Tulsa, Oklahoma /4103 (NM 3906 - Oklahoma)		
U. S. Geological Survey 4562 New Federal Building 333 W. 4th Street Tulsa, Oklahoma 74103 (NM 020597)		30.00/640 of 1/8 RI
U. S. Geological Survey 4562 New Federal Building 333 W. 4th Street Tulsa, Oklahoma 74103 (NM-0140971-B)		102.97/640 of 1/8 RI
Arnold W. Brown & Faye Brown, Joint Tenants Arnett, Oklahoma		144/288 of 130.27/640 of 1/8 RI
Daphene Blossom Crawford 3421 Treadwell Drive Oklahoma City, Oklahoma		8/288 of 130.27/640 of 1/8 RI
Nellie Maud Huguley 3421 Treadwell Drive Oklahoma City, Oklahoma		8/288 of 130.27/640 of 1/8 RI
Edith Ann Mowery 647 S. E. Wilshire Bartlesville, Oklahoma		8/288 of 130.27/640 of 1/8 RI
Opal L. Oliver 543 N. Birch Avenue Reedley, California 93654		20/288 of 130.27/640 of 1/8 RI
Richard L. Oliver/ 4129 W. 180th Street Torrance, California 90500		20/288 of 130.27/640 of 1/8 RI
Norman L. Oliver 5729 E. Siverly Lane Fresno, California 93700		20/288 of 130.27/640 of 1/8 RI
Arthur M. Green Route 2 Guthrie, Oklahoma		30/288 of 130.27/640 of 1/8 RI
Bennie Harmon Cashion, Oklahoma		15/288 of 130.27/640 of 1/8 RI
Raymond Kinaman Route 2, Box 267-A Jones, Oklahoma 73049		15/288 of 130.27/640 of 1/8 RI
Virginia Champlin, Executrix of the Estate of Ollie V. Ponder, deceased Route 2 Cedar Vale, Kansas	Plus:	299.245/326.37 of 215.95/640 of 1/8 RI 63.23/193.64 of 40/640 of 1/8 RI

EXHIBIT "A"

### OWNER & ADDRESS

John H. Allen and Roger G. Allen

Leedy, Oklahoma

INTEREST

27.125/326.37 of 215.95/640 of

30.00/640 of .420750 WI

1/8 RI

SUSPENSE 31.14/640 of 1/8 RI

Plus: 36.84/640 of 1/8 RI Plus: 18.08/640 of 1/8 RI

11us. 10:00/040 01 1/0 KI

J. F. West 1/4 of 40/640 of 1/8 RI

W. C. Tisday 72.00/19364 of 40/640 of 1/8 RI 709 Frisco

709 Frisco Clinton, Oklahoma

Y. D. Eirwin, Jr, and 10.00/19364 of 40/640 of 1/8 RI

Georgia Faye Eirwin Clinton, Oklahoma

Yale Oil Association 34.75/640 of 7/8 WI

2203 First National Building Oklahoma City, Oklahoma 73102

Irwin Rubenstein 30.00/640 of .025000 ORI

7961 Eastern Avenue Silver Spring, Maryland 20910

F. H. Hartwan 30.00/640 of .004250 ORI

F. H. Hartman 3120 N. W. 69th Street

Oklahoma City, Oklahoma 73106

Los Angeles, Calif 90017

Oklahoma City, Oklahoma 73116

Beard Oil Company Suite 200, 2000 Classen Building

2000 Classen Blvd.

Bruce Anderson 30.00/640 of .425000 WI

600 Southwest Tower
Houston, Texas 77002

Merchants Petroleum Company 102.97/640 of 3% ORI 1636 W. 8th Street

James G. Brown & Associates 130.27 of 7/8 WI

402 First National Bank Building Plus: 102.97/640 of 84.5% WI Midland, Texas 79701

Sun Oil Company, DX Division 218.02/640 of 7/8 WI

P. O. Box 2039 Tulsa, Oklahoma

Sun Oil Company, Sunoco 37.93/640 of 7/8 WI

4th National Building
Tulsa, Oklahoma

SUSPENSE 31.14/640 of 7/8 WI 36.84/640 of 7/8 WI

18.08/640 of 7/8 WI

EXHIBIT "B"