

Witnesseth; That, whereas, the said party of the first part is now engaged in developing a lease upon the following described property; An undivided one-half ($\frac{1}{2}$) interest in the northeast quarter of the northeast quarter of section 22-19-13, east, containing 40 acres; also the west half of the northwest quarter, and the southeast quarter of the northwest quarter of 14-19-13 east, containing 120 acres, in Tulsa County, Oklahoma, and if the owner of a certain string or Leidecker machine and tools which are being used in the development of said leases and the sinking of wells, and;

Whereas, parties of the second part desire to participate in the development of said leases.

It is, therefore, contracted and agreed, by and between the parties hereto as follows:

(1) That the party of the first part hereby agrees to continue in the development of said leases, and in that behalf to furnish the said Leidecker machine and tools together with any and all equipment which may become necessary to purchase in putting down the said well now begun.

(2) It is ^{further} mutually agreed by and between the parties hereto that the well which is now being put down by party of the first part and located upon the following described premises;

"The southeast quarter ($SE\frac{1}{4}$) of the northwest quarter ($NW\frac{1}{4}$) of section fourteen (14) township nineteen (19) range thirteen (13) in Tulsa County, Oklahoma,

shall be sunk by parties of the second part to a depth of approximately 1500 feet, unless oil or gas shall be found in paying quantities at a lesser depth. It being expressly understood and agreed, however, that party of the first part is to pay the tool dressers for their labor, and the casing ^{crew} while the same are engaged in setting the casing, and party of the first part is to furnish all the water and fuel necessary in the conduct of the work.

(3) It is further mutually agreed by and between the parties to this contract that in the event oil and gas are not discovered in paying quantities in said well not being sunk, as mentioned in section two of this contract, and in that event the party of the first part ~~must~~ pay all the costs of the sinking of said well. It being understood and agreed, however, that parties of the second part are not to receive anything for their services, as laborers upon said well.

(4) It is further mutually agreed by and between the parties hereto that parties of the second part are in no event to receive a larger percentage of the interest of said well than two-sixteenths ($2/16$ ths) or an undivided one-sixteenth ($1/16$ th) each to parties of the second part, It being understood and agreed, however, that in payment of the labor and services rendered in putting down the said well, the parties of the second part are to receive a two-sixteenths ($2/16$ th) interest in the entire 120 acres under said lease hereinabove described and an undivided one-half ($\frac{1}{2}$) interest in the 40 acres.

(5) It is further mutually agreed by and between the parties hereto that as a consideration for receiving the said two-sixteenths ($2/16$ th) interest in said well and the leases herein described, parties of the second part as to pay to party of the first part upon the completion of said well if oil and gas are produced in paying quantities, two-sixteenth ($2/16$ ths) of the cost of equipping said well for pumping and are to continue to pay said proportionate share of the upkeep and pumping of said well so long as the same produced oil or gas in paying quantities;

(6) It is ^{further} mutually agreed that in the event oil or gas are discovered in paying quantities in the said well upon said lease hereinabove described, that the same may be