

State of Oklahoma }  
County of Tulsa )

COMPARED

SS Personally appeared before me Ruth Martindale, a notary Public in and for said County and State, W. B. Terry for himself, and for Terry, Jones, Ford Drilling Co., to me known to be the identical person described in and who executed the foregoing instrument, and acknowledged to me that he knew the contents thereof and that he executed the same as his own free voluntary act and deed, and as the free and voluntary act and deed of said partnership, and for the uses and purposes therein set forth.

Witness my hand and notarial seal this 5 day of May, 1923.

(SEAL) Ruth Martindale, Notary Public.

My commission expires 6/21/25.

State of Oklahoma }  
County of Tulsa )

SS Personally appeared before me, Ruth Martindale, a Notary Public in and for said County and State C. H. Merrikan to me known to be the identical person described in and who executed the foregoing instrument, and acknowledged to me that he knew the contents thereof and that he executed the same as his own free voluntary act and deed and for the uses and purposes therein set forth.

Witness my hand and notarial seal this 30th day of April, 1923.

(SEAL) Ruth Martindale, Notary Public.

My commission expires 6/21/25.

CONTRACT.

This contract made and entered into this 5th day of March, 1923, by and between Day Oil Co., an Oklahoma Corporation, with head office at Oklahoma City, Oklahoma, hereinafter called first party, and Terry, Jones & Ford Drilling Co., a partnership, composed of W. B. Terry of Tulsa, Oklahoma; H. C. Jones and W. E. Ford, of Hewitt, Oklahoma, hereinafter known as second party, witnesseth:

That, whereas, first party is desirous of having drilled a test well for oil or gas at the southwest corner location of the northwest quarter of section thirteen, township ten north, range two east, in Pottawatomie County, Oklahoma; and

Whereas, the second party is the owner of a complete string of standard tools and is in the business of drilling wells for oil and gas, and is desirous of drilling said test well for the first party at the above mentioned location;

Now, therefore, in consideration of one dollar (\$1.00) and other good and valuable considerations in hand paid by the first party to the second party, the receipt of which is hereby acknowledged by the second party, it is agreed between the parties hereto as follows: to-wit:

First: The second party shall move in their complete string of tools and equipment at the above location and "rig up" the same on the derrick at said location within twentyfive (25) days from the date hereof, and proceed to "spud, drill, underream case" finish and complete said well with due diligence and in an efficient, customary and workmanlike manner, to a depth of thirty five hundred (3500) feet. If, however, a "show" of oil or gas is found at a lesser depth than 3500 feet, second party shall at once notify the first party and await instruction of the first party before proceeding to drill deeper. The second party shall be solely obligated to pay and shall pay the wages of their workmen employed on this well.

Second: In running the various strings of casing in said well, the second party shall, when necessary, be permitted to employ such extra help as is necessary, and first party shall reimburse or pay the second party for such extra help.