

COMPARED

Third: First part shall furnish all necessary casing for said test well. First party shall furnish all fuel and water necessary to the drilling of said well.

In the event it is necessary to shut down operation of said well on account of failure to first party to furnish necessary fuel or water, unavoidable accident or delay, death, or act of God excepted, the first party shall be charged with the daily wage of the regular workmen employed by the second party for this well during such shut down.

Fourth: Second party shall be entitled to receive for the drilling, underreaming and casing of said well, the sum of five dollars and fifty cents (\$5.50) per foot for each foot of hole so made, payable within ten days (10) days after oil or gas is found in paying quantities; or, if no such oil or gas is found payable ten (10) days after the completion of said well at the total depth of 3500 feet, the depth in each instance to be determined by standard measure meter. "Paying quantities" as herein used shall be determined by the first party.

"Ex.A"

If the second party shall fail, neglect or refuse to make this hole to the total depth of 3500 feet, as herein stipulated, within one year (unless oil or gas in paying quantities is found at a lesser depth, as herein stipulated) then and in that event the second party shall not be entitled to any of the compensation herein provided, and said second party hereby specifically waives any right to such compensation.

Fifth: To assure and secure the second party for the payment of the total contract price to 3500 feet at \$5.50 per foot, at the time and in the manner set out in paragraph fourth, the first party shall place and maintain in the first National Bank of Oklahoma City, Oklahoma, purchase orders or commitments or reliable and responsible companies operating in the Mid-Continent Field, (such as the Prairie, Carter, Phillips, Magnolia, Twin State, etc.) in the sum of nineteen thousand two hundred fifty (\$19,250.00) dollars, as represented by the final payments provided to be paid by such companies as set out in such purchase agreements and commitments made to the Day Oil Co.

Sixth: In the event such test well results in a dry hole, second party shall pull and rack on the ground the various strings of casing used in said well and shall be paid therefor the sum of seventy five (\$75.00) dollars per day for each day so employed by first party

In witness whereof, the parties hereto have affixed their signatures the day and year first above written.

(Corp. Seal) Day Oil Co.

Attest: Henry W. Walker, Secretary.

By Ralph Day, President.

- First party.

Terry-Jones & Ford Drilling Co.

By W. B. Terry,
H. C. Jones,
W. E. Ford, Members of the firm,
By H. C. Jones, Attorney-in-fact.

Second party

Ex.A-2.

LIST OF TOOLS AS FOLLOWS:

- 1- F. T. 45 H.P. boiler with slack
- 1-12 X 12 Acme Steam Engine.
- 2-5½ x 34 ft. stems,
- 1- 5½ x 38 ft. stems,
- 1 - sucker, 18 ft.
- 1- 3½ inch 40 ft. stems,