

COMPARED

SUPPLEMENTAL AGREEMENT AND RATIFICATION.

It is hereby mutually understood and agreed by and between Mary Oil & Gas Company, a corporation, and J. E. Fitzpatrick, the parties named in the within and foregoing contract, that the time for fulfillment of the conditions therein mentioned has expired without the fault or intention of either of the parties thereto, and it is understood and agreed, that the time for fulfillment of the conditions and terms therein mentioned, mentioned shall be thirty days (30) from this date, ratifying and confirming each and every part and parcel of said contract by these presents, as fully and completely as if the same had been executed on this date, extending the time for the performance of any condition therein mentioned, for the same length of time from this date as either one or both parties had from the 25th day of November, 1922 when the same was executed.

Witness the hands of the parties hereto, this ____ day of March, 1923.

(Corp. Seal) Mary Oil and Gas Company,

By Chas. Page, President, party of the first part,

Attest: C. F. Tingley, Secretary

J. E. Fitzpatrick, party of the second part.

This agreement made and entered into this ____ day of March, 1923, by and between Sand Springs Home, a corporation, party of the first part, and J. E. Fitzpatrick, party of the second part, witnesseth:

That whereas, the foregoing contract on the back hereof, having on the 25th day of Nov. 1922, been executed by and between Mary Oil & Gas Company, a corporation and J. E. Fitzpatrick, party of the second part, and subsequently ratified above, by contract between the parties, extending the time for the performance of the conditions therein imposed, and

Whereas, since the execution of the original contract as above mentioned, the said Sand Springs Home party of the first part, has secured an oil and Gas Mining lease covering the southeast quarter of southeast quarter of sec. 6, twp. 19, north, range 12 east, executed by William G. Bruner, as Guardian of Stella Bruner, a minor, upon a Departmental For, which lease has been approved by the Secretary of the Interior, and it is the desire of the parties hereto, that the same shall be conveyed and assigned to the party of the second part, at the same time, and in the same proportion, and under the same conditions of the Oil and Gas Mining lease executed by Jennie Bruner, in the aforesaid contract with second party and Mary Oil and Gas Company;

Now, therefore, for and in consideration of the sum of \$1.00 in hand paid by each of the parties hereto to the other, the receipt of which is hereby acknowledged, it is hereby agreed and understood that the party of the first part will, on the same date, in the same manner, and in the same proportions, and under the same terms and conditions of the aforementioned contract between second party and Mary Oil & Gas Company, a corporation, make, execute and deliver to the party of the second part, said oil and gas mining lease last obtained by first party as aforesaid to the second party, as fully and completely as if the party of the first part were a party to the original contract, and the ratification thereof, which contract is hereby referred to and made a part of this contract as fully as if set out at length herein, the parties hereto ratifying and confirming each and every condition therein mentioned and set forth, it being understood that each reference to the Jennie Bruner lease held by Mary Oil & Gas Company, therein mentioned, shall, as to first party herein, apply to the said lease last obtained by first party from William G. Bruner, as guardian of Stella Bruner, a minor above referred to.

Witness the hands of the parties hereto, this the day and date first above written.

(Corp. SEAL) Sand Springs Home, by Chas. Page P resident.
party of the first part.