

and confirmation to this letter and we will consider that it is incorporated in this letter.

Now, I propose to you in accordance with our oral agreement that if you will aid me therein by doing with and for me at your expense each and everything that I am obligated to do under that contract according to the exact terms of it that I will, upon acquiring the assignment therein contracted for which is the entire working interest in that lease of eighty (80) acres, I now agree to assign to you a five-eighths (5/8ths) part of the working interest.

If this is acceptable to you, kindly confirm by execution of the duplicate copy.

Very truly yours,

E. C. Clay

ECC:E

I hereby confirm the above
as of May 27th, 1924.

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W. J. Kerwin,
Dated May 29, 1924

Exhibit C

May 27, 1924.

Mr. W. J. Kerwin,
Tulsa, Oklahoma.

Dear Sir:

On the 6th of May, 1924 the H. F. Wilcox Oil & Gas Company made us a proposition with reference to an assignment to me of all their interest to a certain 80 acres being the West Half of Southwest Quarter of Section 21, Township 15 North, Range 9 East, Creek County, Oklahoma,

which proposition I have accepted and on this day I have made you a written proposition with reference to aiding me in completing this contract and agreeing to assign you five-eighths (5/8ths) of the working interest of it for this work which you have by writing confirmed and accepted.

Now, in view of the fact that you may desire to dispose of a part of your interest we thought it best that I set out here in writing that whenever you comply with the Wilcox Contract, that is, drill the well to the sand, your obligation and my obligation will be consummated and finished and I will get my assignment from the Wilcox people and will make your 5/8ths assignment to you. If will then be necessary probably to insert a string of casing to the sand; to erect tankage, pumps and other equipment necessary to produce oil and deliver it to the pipe line and all of the expense of this must be a joint expense proposition resting upon the entire working interest. In other words as it stands now 5/8ths of it will rest on you and 3/8ths on us. If you assign any portion of your interest its proportionate share of this expense must be borne by it as a part of the proper expense of equipment, maintenance and operation and a like condition will arise if we should sell a part of our interest. And it expressly now agreed, that all interest that you well or all interest that we well and our entire interest shall bear its proportionate share of such expense and shall especially and specifically agree to this expense before hand and agree not only that we shall promptly pay our portion by assessment of all such just expense but authorize you to receive in our names and stead and for us the entire oil runs and proceeds from the pipe lines and to make a charge against the same of all charges justly due, for equipment, maintenance and operation and to distribute them to each one his just proportion only, after such payment has been made in full, and by this paper now, we mean to constitute you and authorize you as our agent to perform this function, of collecting charges and making distributions, It being expressly provided that this agreement reaches and covers no more than the one well provided in that contract, and if it is desired to extend the contract to other wells to be drilled, that matter will be