

described tract of land, situated in the County of Tulsa, State of Oklahoma, to-wit:

Northwest one-fourth (NW $\frac{1}{4}$ ) of the Southeast one-fourth (SE $\frac{1}{4}$ ) less three (3) acres easement to Tulsa County for highway of Section Four (4), Township Nineteen (19), Range Twelve (12) East and containing Thirty-seven (37) acres, more or less.

AND WHEREAS, the parties of the first part are desirous of Drilling one test well for the purpose of obtaining oil or gas in paying quantities and in order to more fully determine whether the said above described tracts of land are valuable for oil and gas purposes; and

WHEREAS, the party of the second part has agreed to furnish one string of standard tools, a list of which will be attached to this contract and made a part hereof, being marked "Exhibit A" for the purpose of drilling said test well.

NOW, THEREFORE, in consideration of the premises and the conditions and stipulations hereinafter set forth it is agreed by and between the parties to this contract as follows, to-wit:

I.

It is agreed and understood that the string of tools hereinbefore mentioned is now near Henryetta, Oklahoma, and the second party agrees to deliver the same f.o.b. cars Henryetta, Oklahoma; the first parties to pay all expenses incident to bringing said tools from Henryetta to the premises hereinafter designated, and by the term "all expenses" the same shall include freight to be paid the railroad company, all expenses of reloading the same and hauling the same to the place hereinafter designated, and all expenses of rigging the same up, said well to be drilled on a location on the five acres hereinbefore described in lease dated March 7, 1924, made by Allen Smith and Minnie Bell Smith to Elizabeth Greer, et al., and shall be drilled to the Wilcox Sand, or to the approximate depth of two thousand feet, unless oil or gas, in paying quantities, is found at a lesser depth.

II.

It is further agreed and understood that the first parties herein shall pay for the drilling of said well, which shall include all labor, material and casing necessary to drill said well to the depth aforesaid, and further agree to save the second party harmless from any lien that may arise by virtue of such labor or material furnished therein.

III.

It is further understood and agreed that in case said well is a producing well, producing oil or gas in paying or marketable quantities, then and in that event the second party shall be liable for one-sixteenth of the expenses of equipping said well for operation, which shall consist of casing and equipment necessary in completing said test well; but in the event said test well is a dry hole, then said party of the second part, its successors and assigns, will not be liable for any expenses in connection with the same.

IV.

It is further stipulated and agreed that immediately upon the arrival of said string of tools in Tulsa, Oklahoma, the first parties hereby agree and bind themselves to make, execute and deliver to second party valid and substantial assignments upon usual and ordinary form by which they shall grant, sell, transfer and deliver to second party an undivided one-sixteenth interest in and to the leases hereinafter mentioned, to-wit:

An undivided one-sixteenth interest in and to the entire lease executed March 7, 1924, by Allen Smith and Minnie Bell Smith to Elizabeth Greer, et al., covering five acres hereinbefore described; also

An undivided one-sixteenth interest in and to the entire lease executed on