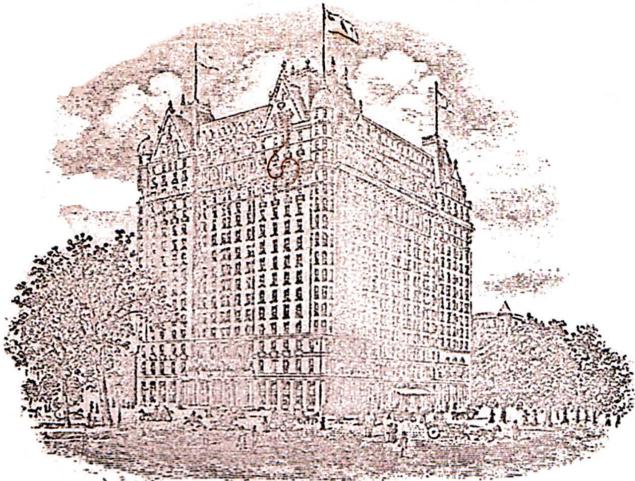


*Geismos Contract  
of 28 Aug. 1924.*

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*— original. —*

BRIESEN & SCHRENK,  
Counselors at Law,  
50 Church Street,  
New York.



# THE PLAZA

FIFTH AVENUE 58TH TO 59TH STREETS  
AT CENTRAL PARK

CABLE ADDRESS PLAZA NEW YORK

THE COPEL-PLAZA  
BOSTON

THE GREENBRIER  
WHITE SULPHUR SPRINGS, W. VA.

NEW YORK 3 September 1924

*W. C. Clark*  
Marland Refining Company  
PONCA CITY, Okla.

Dear Sirs

Please find enclosed an original copy of contract of August 28<sup>th</sup> 1924 between the Marland Oil Co of Texas and your company,<sup>\*</sup> and the SEISMOS Company, which takes place of and cancels all former contracts and agreements between your company and the Seismos Company.

The contract has been signed in triplo, another copy being mailed today to the Marland Oil Co of Texas in Dallas.

We have also given a release to the Gulf company, as provided in the present contract, and obtained a similar release from them. These papers have only been executed in duplicate, the originals of which are filed by the Marland Oil Company of Texas in Dallas.

Yours very truly

*W. C. Clark*

\* Marland  
Refining Company

verantwoord N.H.J.H. van Waterschoot van de Gracht

1. 6.72 van Frank Searcy, Sr. Res. Adv.  
Continental Oil Company, Ponca City  
(Marland Refining Co = Vorderster v. Conoco)

*ch*

This memorandum of agreement made and entered into by and between the Seismos G. m. b. H. zur Erforschung von Gebirgs geschichten und nutzbaren Lagerstatten, of Hannover, Germany, the Marland Oil Company of Texas and the Marland Refining Company, an Oklahoma corporation.

I.

(a) The term "Seismos Company" shall refer to and mean "Seismos" G. m.b.H. zur Erforschung von Gebirgs geschichten und nutzbaren Lagerstatten of Hannover, Germany.

(b) Outfit means a crew of six men and three seismographical instruments. The six men are to be of good health and good behavior; three of them are to be specially trained scientists familiar with Seismos methods and three of them are to be mechanics familiar with the handling of Seismos instruments. Seismos instruments and equipment and Seismos methods shall refer to the best methods and instruments, together with all equipment therefore of the Seismos company in good workable condition for the purpose of determination of subsurface geological conditions as to stratigraphical sequence and \_\_\_\_\_ tectonic structure by means of the transmission and registration of seismic or other waves generated, particularly in so far as the same are found at any time to be best adapted for the exploration of structures or other geological conditions favorable for the occurrence of oil or gas and of other minerals occurring in association with petroleum or gas accumulations.

(c) The term "Texas Company" shall be taken to refer to and mean Marland Oil Company of Texas, a corporation organized under the laws of the State of Texas.

(d) The term "Refining Company" shall refer to and mean Marland Refining Company, a corporation organized under the laws of the State of Oklahoma.

(e) The term "Marland Company" shall refer to and mean Marland Oil Company, a corporation organized under the laws of the State of Delaware.

(f) The term subsidiary company or companies shall refer to and mean any oil production or refining company or companies fifty per cent. or more of whose stock is owned by said Marland Company or the Texas Company or the Refining Company.

WITNESSETH

Whereas the Seismos Company has heretofore provided for the operation and employment for the use and benefit of the Refining Company of an outfit in certain parts of Texas; and controversies have arisen between the Refining Company and the Seismos Company as to their respective rights and obligations, and

Whereas the Seismos Company and the Refining Company are desirous of arriving at a settlement of all controversies and a settlement of all their respective claims, by entering into this agreement which is to take the place of any and all contracts, agreements, understandings, and arrangements that may have heretofore existed or may now exist between the Seismos Company and the Refining Company, and in full settlement of any and all claims which either of them may have or claim to have against the other,

Now, Therefore, In consideration of the premises and of the mutual promises hereinafter contained, the parties hereto agree as follows:

II.

The Seismos Company agrees to provide for the operation and employment for the use and benefit of the Texas Company for the remainder of the current year 1924 of the same outfit that it has heretofore during the year 1924 been providing the Refining Company.

III.

The Seismos Company agrees that after December 31, 1924, it will provide for the operation and employment for the use and benefit of the Texas Company, at its option, the same outfit for and during the periods of the first and second six-months of the year 1925; provided that the

option to the Texas Company for operation and employment of said outfit for the first six months period of the year 1925 shall be exercised by the Texas Company by giving written notice to the Seismos Company on or before October 1, 1924, and in case said option is exercised then the Texas Company shall have a further option for the outfit during the second six months period of 1925 to be exercised by written notice given by the Texas Company to the Seismos Company on or before April 1, 1925.

#### IV.

Aforesaid outfit of the Seismos Company, agreed to be provided by the Seismos Company for operation and employment for the use and benefit of the Texas Company during the remainder of the year 1924, and during such parts of the year 1925 as the Texas Company shall elect under the provisions of paragraph III of this agreement, shall be used in the counties of the State of Texas and in the parishes of the State of Louisiana set forth in the list hereto attached marked Schedule "A" and made a part of this agreement; and also in the counties in the State of Texas named in the list hereto attached marked Schedule "B" and hereby made a part of this agreement.

The Seismos Company agrees that during the remainder of the year 1924 and during such part or parts of the year 1925 as the Texas Company shall exercise its option for the said use of aforesaid outfit of the Seismos Company, it will not use its Seismos instruments, equipment, and men in the counties and parishes named in Schedule "A" hereto attached or in any of them for any other company, corporation, or person other than the Gulf Production Company, a Texas corporation and the Gulf Refining Company of Louisiana, and it will not during such time or times grant the use thereof in said counties and parishes or any of them to any other company, corporation, or person other than to said Gulf Refining Company of Louisiana and Gulf Production Company; and that it will not, during the remainder of the year 1924 and during such part or parts of the year 1925 as the Texas

Company shall exercise its option for the aforesaid Seismos outfit, use any of its Seismos instruments, equipment or men in the counties or any of them listed in Schedule "B" hereto attached for any other company, corporation, or person, nor grant the use thereof in such counties to any other company, corporation, or person.

V.

The Texas Company, for the operation of the outfit of the Seismos Company during the remainder of the year 1924 and for the operation of such outfit heretofore rendered to it or to the Refining Company during 1924 since the first day of July, 1924, to the date of this instrument, shall pay the sum of \$5,000. per month. In addition to the foregoing compensation, the Texas Company shall pay to the Seismos Company the current living and transportation expenses of the Seismos men working on behalf of the Texas Company; said current living and transportation expenses shall include railroad fare, sleeping car fare, hotel bills, meals, automobile hire, taxi fare, and tips while such employees are engaged in carrying on work for the Texas Company and while traveling under orders from the President, Vice-President or from the officers of the Texas Company at Dallas or at Houston, Texas. All statements and accounts for such current living and transportation expenses shall be made and rendered to the Texas Company by the Leader of the Seismos outfit in such manner and form and under such rules as prevail or are in force from time to time by the Texas Company for the government of its own employees. The Texas Company shall pay all charges for the maintenance and operation of automobiles needed and required for and used in the aforesaid service of said outfit and shall make due arrangements for proper insurance of the Seismos employees against any and all claims arising out of their operation of said automobiles, also for all dynamite, roustabout labor and all other operating expenses connected with the field work in rendering the aforesaid service by the Seismos Company, other than the actual observations with and handling Seismos outfit by the employees of the Seismos Company. The aforesaid sum of five thousand dollars per month

agreed to be paid to the Seismos Company for the service of its outfit shall be paid upon the last day of each current month; all refund for living and transportation expenses agreed to be paid by the Texas Company hereunder to the Seismos Company shall be made on the first and sixteenth days of each current month to the leader of the Seismos outfit rendering the services to the Texas Company as shall from time to time be agreed upon by the Seismos Company and the Texas Company.

VI.

For such time as the Texas Company may elect to have the benefit of the operation of the Seismos outfit during the year 1925, as is provided for in Paragraph III, the Texas Company shall pay at the rate of \$7,500. per month; and in addition thereto, the Texas Company shall pay to the Seismos Company the current living and transportation expenses of the Seismos employees and all other costs incidental thereto as defined and in the manner and at the times as provided in aforesaid paragraph V.

VII.

If the Texas Company exercise its options for the entire year 1925 and if the Seismos Company is willing thereafter to use its instruments and men for the exploration of structures or other geological conditions favorable for the occurrence of oil or gas in the United States, the Seismos Company agrees that it will afford the Marland Company, the Marland Refining Company, and the Texas Company, or any subsidiary of said three companies, full opportunity to negotiate with the Seismos Company for its services in the United States beyond December 31, 1925 and up to December 31, 1930, and the Seismos Company will not exclude the said Marland companies from any such opportunity by contracts with any other company, corporation, or person, that is to say:

(a) In case the Seismos Company desires, at any time during said period of five years from January 1, 1926 to December 31, 1930, to

grant a monopoly for its services in the United States to any company, corporation, or person for wide territories covering entire counties, the Seismos Company is to advise the Texas Company of its desire to grant such a monopoly.

(b) In case the Texas Company desires to object to the granting by the Seismos Company of any such monopoly, it shall then have the right to notify the Seismos Company to that effect.

(c) Such notice, however, must be sent in writing by the Texas Company to the Seismos Company within fourteen days, and such notice shall be addressed to such address as may be designated in the notice of the Seismos Company to the Texas Company regarding the proposed monopoly.

(d) In case the Texas Company actually serves notice of its objection to the proposed monopoly either in its own name or on behalf of any of the Marland Companies or subsidiaries then, in that event, the Texas Company or any Marland Company must actually enter into a contract with the Seismos Company for the services (non-exclusive) of the Seismos Company in the proposed territory or such part thereof as they may desire to a reasonable extent in which the Seismos Company intended to grant a monopoly and for the period of the proposed monopoly at the same bona fide price and conditions which the Seismos Company can at that time obtain for its non-exclusive services in such region from such other company, corporation or persons, or if such price can not be definitely ascertained, then at the average price and conditions which the Seismos Company is obtaining at that time for its services in the United States; it being understood and agreed, however, that the Texas Company nor any of the Marland Companies shall have any right to any monopoly in said region.

(e) The Seismos Company has the full right and privilege to make non-exclusive contracts with other companies, corporations, or persons, for its services in any part of the United States without giving any notice to the Texas Company. Furthermore, without giving any notice

to the Texas Company, the Seismos Company has the full right and privilege to make exclusive contracts for its services with other companies, corporations, or persons, on lands owned or leased by them or on public lands on which they hold an exploration permit.

VIII.

The Seismos Company shall never be required or obligated to give the Texas Company, the Refining Company, the Marland Company or any subsidiaries of the Marland Company any services upon any lands upon which the Seismos Company has theretofore operated for any other person, corporation, or company.

The Seismos Company agrees that it will not give any person, firm, or corporation, any services upon any lands upon which the Seismos Company has theretofore operated for the Texas Company, the Refining Company, the Marland Company or any subsidiaries of the Marland Company.

IX.

All arrangements for the work to be carried out by the Seismos outfit under paragraphs II, III, IV, V, and VI above, shall be made by the corresponding Marland Company or subsidiary. The actual Seismos observations, however, shall be carried out scientifically independently by the employees of the Seismos Company. The leader of the Seismos outfit is to make proper reports of the results of said observations to the Texas Company or their duly authorized representative. Said reports shall include a map of the territory explored indicating the location of the shots and the instruments for each of the observations made and the depth established of the formations of which the depth has been ascertained. All photographic records and the calculations, however, shall remain in the possession of, and be the property of, the Seismos Company.

X.

The Texas Company may at any time designate a subsidiary company or companies for whose use and benefit

the Seismos Company is to provide for the operation and use of the outfit as set out in Paragraphs II, III, IV, V, and VI, during the years 1924 and 1925 to the extent and in the manner provided in said paragraphs.

XI.

The Refining Company and the Texas Company guarantee all obligations and liabilities of any and all subsidiary companies under all the provisions of this agreement.

XII.

This agreement shall constitute a compromise and settlement of any and all controversies which have arisen between the Seismos Company and the Refining Company or any of its officials and as settlement of all claims on the part of the Refining Company against the Seismos Company or any agent or officials of the Seismos Company.

XIII.

This agreement shall operate to cancel and terminate any and all agreements and understandings between the Seismos Company and the Refining Company heretofore existing, except that payment for all services rendered by the Seismos Company to the Refining Company or the Texas Company and repayment of all expenses incurred and paid in connection with such services by the Seismos Company prior to July 1, 1924, now unpaid, shall be made within fourteen days from the date of this agreement by the Texas Company to the Seismos Company at Hannover or to such bank in the United States as the Seismos Company may from time to time designate by written notice to the Texas Company, as per Schedules "C" and "D" hereto annexed and made part hereof, and the payment for all services rendered by the Seismos Company to the Texas Company since July 1, 1924, and repayment of all expenses incurred and paid by it in connection with rendering such services since July 1, 1924, shall be paid and settled for by the Texas Company to the Seismos Company under the terms and provisions of this agreement.

Any dispute arising under, out of, or in connection with or in relation to this contract shall be submitted to arbitration as follows: The Refining Company and the Texas Company together shall by written notice to the Seismos Company appoint an arbitrator. The Seismos Company, by written notice to the Refining Company and the Texas Company shall appoint an arbitrator. In default of the appointment by either party of an arbitrator as aforesaid, within fourteen days after notice of the appointment of the first arbitrator has been given, an arbitrator for such party in default shall be appointed by the person who is at the time the Chairman or Acting Chairman of the arbitration committee of the Chamber of Commerce of the State of New York. When any two arbitrators have been appointed as aforesaid, they shall, if possible, agree upon a third arbitrator and shall appoint him by notice in writing signed by both of them in triplicate, one of which triplicate notices shall be given to each party hereto; but if ten days shall elapse after the appointment of the second arbitrator without notice of the appointment of the third arbitrator being given as aforesaid, then either party hereto shall in writing request the person who is then the Chairman or Acting Chairman of the arbitration committee of the Chamber of Commerce of the State of New York to appoint a third arbitrator and upon appointment of the third arbitrator, the three arbitrators shall meet and shall give opportunity to each party hereto to present its case and witnesses, if any, in the presence of the other and shall then make their award; and the award of the majority of the arbitrators shall be binding upon the parties hereto and judgment may be entered into thereon in any court having jurisdiction. Such an award shall include the fixing of the expense of the arbitration and assessment of the same against either or both parties.

Service of any written notice or other written instrument on the Seismos Company authorized or required under this agreement, unless otherwise herein provided, shall be made by the Marland Company, the Texas Company, or the Refining Company, or any subsidiary, by depositing the same in a United States post office or letter box addressed and registered in a sealed wrapper to the Seismos Company, Hannover, Germany, with lawful postage thereunto affixed or to such other company or agent at such other address as may be designated in writing by the Seismos Company from time to time, and service of any notice by the Seismos Company upon the Texas Company authorized or required under this agreement shall be made by the Seismos Company by depositing the same in a United States post office or letter box addressed and registered in a sealed wrapper to the Texas Company at Insurance Building, Dallas, Texas, with lawful postage thereunto affixed.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized officers this 28<sup>th</sup> day of August, 1924 in triplicate and each copy of the agreement when and as so executed shall be treated and considered as an original.

Witness:

Ottos Schenck

SEISMOS, G. m.b. H. zur Erforschung von  
Gebirgsschichten und nutzbaren Lagerstätten

By

Alwintrup

Ottos Schenck

MARLAND OIL COMPANY OF TEXAS

Alwintrup

MARLAND REFINING COMPANY

President

W. A. Smith

By

Edward Marland

President

O.S.K.

Smith

## SCHEDULE A

### TEXAS COUNTIES -

Galveston	Jim Hogg
Jackson	Willacy
Victoria	Cameron
Calhoun	Hidalgo
Goliad	Starr
Refugio	Jasper
Aransas	Newton
San Patricio	Liberty
Bee	Fort Bend
Nueces	Orange
Jim Wells	Chambers
Jefferson	Matagorda
Harris	Live Oak
Wharton	Colorado
Hardin	Austin
Brazoria	Waller
Duval	Montgomery
Kleberg	San Jacinto
Kennedy	Jasper
Brooks	Newton

### LOUISIANA PARISHES -

LaFayette	Ibererville
St. Mary	Terrebonne
Assumption	Lafourche
St. James	Jefferson
St. Charles	St. Bernard
Plaquemines	Ascension
Orleans	Calcasieu
St. John the Baptist	Cameron
St. Martin	Vermillion
Jefferson Davis	Beauregard
Arcadia	Allen
Iberia	Evangeline
East Baton Rouge	San Landry
West Baton Rouge	

*Alvin Karpis  
Lipz  
John*

SCHEDULE B.

Bowie  
Cass  
Titus  
Franklin  
Red River  
Delta  
Hopkins  
Hunt  
Kaufman  
Van Zandt  
Narvarro  
Limestone  
Falls  
Milan  
Williamson  
Travis  
Hays  
Lee Bastrop  
Caldwell  
Guadalupe

*Amistad*  
*Lynn*  
*James*

SCHEDULE C.

Account of payments for services rendered by the Seismos Company till  
July 1, 1924.

1)	April account for service of an additional instrument for ten days	\$ 633.33
2)	May account for service of one outfit of six men and three instruments	7500.00
3)	June account for service of one outfit of six men and three instruments	<u>7500.00</u> \$ 15863.33

*Alvintrap*  
*Cupay*  
*Edmon*

SCHEDULE D.

Account of living expenses for six men from June 23 to 30      \$151.42.

Muntrip  
Lyon  
Eaton