

of the second part shall have the right to retain a sufficient amount from the proceeds of said oil or gas to reimburse them for the money advanced in putting down the well, and shall also retain sufficient amount to pay all the operating and other expenses necessary in carrying on the business of producing oil and gas, and shall then pay the parties of the first part one-half (1/2) the net proceeds of the products of said lease .

It is further agreed and understood that if the parties of the second part so desire to put down any additional well or wells after the drilling of the first well , parties of the first part shall furnish half of the money necessary to drill and equip said wells and it is further understood and agreed between both parties hereto, that if on account of the financial or other conditions said first parties are unable or cannot furnish half of the money as above set forth for additional developement, the second parties hereby agree to furnish all the money necessary for the developement of said lands under terms and conditions of said lease and are to charge first parties ten (10%) per cent interest on all money so advanced, to carry first parties' one-half interests.. It being understood and agreed that all money so advanced including the interest thereon shall be paid to said second parties out of the proceeds from the sale of oil and gas from said lands; and it is further agreed that first parties if they so desire are to have the privilege of paying off all the moneys so advanced or any part thereof at any time, and the net proceeds of said wells shall be divided equally between the parties of the first part and the parties of the second part .

It is further agreed and understood that none of the parties to this contract shall draw any salary for his services rendered in developing or operating the property except Harry Tyrell who shall receive a reasonable compensation for his services rendered . This agreement to be binding on the ^{heirs} heirs, administrators , executors and assigns of the parties hereto .

Witness our hands this 28 day of July 1908.

J.H.Rogers

L.D.Ladd

Parties of the first part .

Harry Tyrell

Wm. F Edwards

Parties of the second part .

State of Oklahoma .)
(SS
Tulsa County.)

Before me, a Notary Public in and for said County and State on this 28 day of July 1908 , personally appeared J.H. Rogers / L.D.Ladd , Harry Tyrell and William F Edwards, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth .

Claude F Tingley

Notary Public

SEAL. My commission expires Sept 17th 1910 .

Filed for record Aug 28 1908 at 3:35 P.M. H.C.Walkley Reg of Deeds (SEAL)

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