

pective interests in said oil and gas mining lease and leasehold estate therein, three fourths of the proceeds of all oil sold from said lease until the sums so paid to the parties of the first part, together with the sum of money expended by the party of the second part in clearing said property from the said attachment proceedings, shall amount to the total sum of Fifteen Hundred Dollars (\$1500.00).

COMPARED

Third: Thereafter, the party of the third part shall pay to the parties of the first part from the proceeds of the oil obtained and sold from said premises, one-half of all the money proceeds thereof until the further sum of One Thousand Dollars (\$1,000.00) shall have been so paid to the parties of the first part in proportion to their respective interests in said leasehold estate, it being the intention of all the parties to this agreement to pay to the parties of the first part in this manner the total sum of Twenty-five Hundred Dollars (\$2500.00).

Fourth: It is further agreed that, pending the production of oil and the sale of same from said leasehold, the party of the third part is authorized to sell at such figure as he may deem it fair to accept, any surplus or unused material or equipment now located on said premises not necessary to be used in connection with the operations on the same, and apply the proceeds of such sale to the credit of the parties of the first part on the obligation herein stated.

FIFTH: It is further understood and agreed that any expenditures made by parties of the first part, from and after the first day of October, 1923, or by either of them, to protect their rights under said lease, shall be refunded immediately upon presentation of bill therefor to said party of the third part, out of the proceeds of the balance of the oil, and this shall apply particularly to any payments necessary to be made to the United States Indian Superintendent other than royalty on production which is paid by the pipe line company, and premiums to the bonding company owing on the bond necessary to be maintained to cover said lease so long as it remains under departmental supervision, and said reimbursements shall in no way constitute a credit upon the Twenty-five Hundred Dollar obligation above stated.

SIXTH: It is further understood and agreed that the party of the second part will have such exclusive control of said premises as may be necessary for his operations thereon, without interference on the part of first parties, so long as he complies in good faith with the provisions of this agreement on his part to be kept and performed, but in no way will he have any control of or right to the proceeds of any of the oil produced and saved therefrom except such as are not owing to parties of the first part as above stated and which balance may be paid to him by the party of the third part as his share thereof in consideration of said operations.

SEVENTH: It is further specifically understood and agreed by and between the parties hereto that when the total sum of Twenty-five Hundred Dollars (\$2500.00) shall have been paid to parties of the first part in the manner provided in this agreement, or in cash advanced by party of the second part, or part proceeds and part cash, and said parties of the first part, or either of them, shall have been fully reimbursed for any and all expenditures made, as provided in the fifth paragraph of this agreement, the said parties of the first part will forthwith execute to the party of the second part, on prescribed forms, in accordance with the rules and regulations of the Department of the Interior, subject to the approval of the Secretary of the Interior, assignments of said oil and gas mining lease so far as it covers said above described lands, selling, transferring and conveying to said party of the second part, all the right, title and interest of the parties of the first part in and to said oil and gas mining lease and leasehold estate in said lands.

Eighth: It is further specifically understood and agreed by and between the parties