

wear, tear and depletion excepted.

If said Second Party is successful in increasing the production on said property fifty percent (50%) for a period of thirty days, then said Second Party shall receive the following consideration for his work and investment.

A. $\frac{1}{3}$ of the increase of the oil production of the $\frac{7}{8}$ ths working interest as long as production exceeds the normal decline.

B. In addition to (a) $\frac{1}{3}$ of the increase oil production until one-sixth ($\frac{1}{6}$) of the cost of the plant and installation is paid for from this $\frac{1}{3}$.

Payment on above are to start with month in which production is increased fifty percent (50%) monthly and to be made on the basis of $\frac{7}{8}$ ths working interest by the 15th of the month succeeding production.

It is mutually understood that the compression plant and installation cost shall be the actual cost for the compression plant and the installation and any changes necessary during the first year and also \$100.00 for superintendence. The total cost of said plant and installation thereof shall not exceed \$5,000.00.

It is mutually understood the title to the compression plant and to any and all other equipment placed on said property by the Second Party (save and excepting minor replacements made on the present equipment of the First Party) shall be vested in the Second Party until the said Plant together with the construction thereof is purchased outright by the First Party, at which time said plant and equipment shall become the property of the said First Party, or until said plant and construction thereof is one-sixth ($\frac{1}{6}$) paid for by the returns from the increased production at which time that fraction of said plant shall become property of the said First Party.

It is hereby further agreed that First Party is not responsible for any debts contracted by Second Party for material, construction or operations.

This agreement is to apply only to the present producing wells on said property and the increase is to be computed on the $\frac{7}{8}$ ths working interest on the following estimated future normal gross production;

	1924	1925	1926	1927	1928	1929	1930	1931	1932	1933
Stone	4.1	3.4	2.9	2.5	2.16	1.94	1.72	1.55	0	

It is mutually agreed by parties hereto, that Second Party shall have any surplus gas, if there is any surplus gas on said above described lease for said compression plant to be build on this property or on an adjoining property, for the joint benefit of this property, and for putting pressure on said producing sand in wells on this property but in the event that said First Party has to buy gas or fuel for the operation of said compression plant, lease houses and machinery, and to put gas pressure on said wells, then in that event said Second Party shall pay for such gas in proportion to this interest in said production. Said First Party shall have the option of determining whether gas or air shall be used in putting pressure on said wells on and after two (2) months from this date.

This agreement is binding on the heirs, successors and assigns of the contracting parties. Witness our hands the day and year first mentioned above.

STATE OF OKLAHOMA,)
COUNTY OF TULSA.) SS.

Sam'l H. Smith Oil Co.
By Sam'l H. Smith Treas.
L. W. Baxter Agent.

Before me, Lewis U. Melone, a Notary Public in and for said County and State on this 13th day of September, 1924, personally appeared Samuel H. Smith, Treasurer and L. W. Baxter Agent and Jo. H. Cable, to me known to be the identical persons who executed the above and foregoing instrument, and acknowledged to be that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.