

Witness my hand and official seal the day and year last above written.

My commission expires Feb. 4, 1925. (Seal) Lewis G. Melone, Notary Public.

Filed for record in Tulsa County, Tulsa, Oklahoma on Oct. 20, 1924 at 3:55 P. M. o'clock

recorded in Book 496, page 603.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

270051-CW.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 15th day of September, 1924 by and between L. W. Baxter, Samuel H. Smith Oil Company, Elizabeth Bennett and J. H. Winemiller of Tulsa, Oklahoma hereinafter known as the First Party and Jo H. Calbe, of Tulsa, Oklahoma hereinafter known as the Second Party.

WITNESSETH, THAT WHEREAS, the First Party is the owner of the working interest of certain oil and gas mining leases being the West Half of the Southwest Quarter (W/2) of the SW/4) Section 12, Township 16N., Range 12 East, Tulsa County, Oklahoma and is desirous of obtaining an increase in the production of the producing oil wells located upon said property and whereas said Second Party possesses a practical and engineering experience and has had success in increasing the production of settled oil leases by the application of pressure on producing sands, and is ready, able and willing to perform such service for the First Party: NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, and other good and valuable considerations herein after mentioned, and the mutual covenants and premises herein contained, it is hereby covenanted and agreed as follows:

Second Party has the right to enter upon said leases at any and all times during the life of this contract and to have the use of all fixed material and fixed equipment thereon for the mutual benefit of both parties hereto, and shall within thirty days from this date enter upon the above described lease or property to manage it subject to this agreement, in connection with an agreeable ^{ment} to the First Party, and to start all necessary work to install and set up all necessary machinery and equipment thereon, and to start the construction of a compression plant either on this or some adjacent property, and to continue the said work with due diligence until completion and shall have said plant operating in good workmanship manner within sixty days from this date. Said Second Party shall construct the plant and all necessary equipment and any changes made on said lease or plant thereto at his own expense.

If said Second Party fails to commence said above described work within thirty days from this date, or fails to have said plant running within sixty days from this date, this contract shall become null and void.

Said Second Party agrees to pay all operating expense on said lease including labor, lubricating oil, teaming etc. The First Party agrees to pay the Second Party as operating expenses on or before the fifteenth of the month following the month in which expenses were incurred, on the following basis; The gross amount of barrels of oil produced, on this lease less one-eighth (1/8) royalty and less the Second Party's one-third (1/3) of increase, multiplied by

35¢ per barrel for first	50 barrels per month.
30¢ per barrel for next	50 barrels per month.
25¢ per barrel for next	100 barrels per month
20¢ per barrel for next	100 barrels per month
15¢ per barrel for next	100 barrels per month
10¢ per barrel for all additional.	

The total of above operating expense is amount due the Second Party for any month but First Party shall have the option on and after four months from this date to pay the actual operating expense of the above described property, together with the one-fourth of the two-thirds of the operating expense of the compression plant.

COMPARED BY
J. L. M.