

John M. Tucker  
Annie Tucker  
Sam Charley

Subscribed and sworn to before me on this the 1st day of July 1909.

H W. Randolph, Notary Public (seal)

My commission expires Aug. 3rd, 1912.

Filed for record at Tulsa, Okla Nov. 16, 1910 at 2 P.M.

H.C. Walkley, Register of Deeds (seal)

COMPARED

AGREEMENT.

THIS AGREEMENT, Made and entered into the 28th day of Sept. A.D. 1910, by and between the Regal Oil Company, a corporation created and organized under the laws of Oklahoma, party of the first part, and G.T. Braden, of the City of Pittsburg, County of Allegheny and State of Pennsylvania, party of the second part, WITNESSETH: WHEREAS, The said party of the first part is the owner of all and singular the oil and oil rights and certain gas rights, all held under each, every and all of those certain estates mentioned, set forth in and intended by that certain Schedule hereto attached and made a part hereof; and

WHEREAS, The said party of the second part is the owner of all and singular the gas rights, save certain of those belonging to the said party of the first part, held under each, every and all of the said several estates; and

WHEREAS, The said parties to these presents desire to operate the said lands under their said respective rights, and for that purpose it is deemed expedient, necessary and to the best interests of all persons and parties concerned that the said parties to these presents reach an understanding and agreement in relation thereto.

NOW THEREFORE, it is, for and in consideration of the premises, and the covenants agreements, stipulations and conditions of these presents on their respective parts *that the said parties hereto have covenanted, promised and agreed* to be done, paid, kept, observed or performed, and by these presents do covenant, promise, and agree, to and with each other and each for their respective parts in manner following that is to say:

FIRST: That the said parties to these presents shall have the right at any and all times to go upon the said tracts of land, or any of them, and put down <sup>with</sup> thereon their respective rights or interests, but the oil rights shall be kept separate and distinguished from the gas rights under all and singular the said estates and the several agreements under and by virtue of which they have been respectively created, granted and conveyed, and any well or wells that may be put down upon the said lands, or any of them, by the said party of the first part shall be deemed and taken to be for the purpose of procuring oil, and any well or wells that may be put down upon the said lands, or any of them, by the said party of the second part shall be deemed and taken to be for the purpose of procuring gas, and the oil royalty and the gas rent shall be delivered or paid by the owners of the said rights so separated and distinguished as aforesaid, respectively: that all the original papers evidencing the respective agreements under and by virtue of which the said several estates have been created, granted and conveyed shall, upon the execution and delivery of these presents, be delivered to the said party of the second part, who shall, from time to time, pay all money due from delay of operations upon the said lands or renewals or extensions of the said estates, promptly as the same may become payable, but the said party of the first part shall nevertheless reimburse from time to time the said party of the