

and mineral deposits, underlying said land, with the right to egress and ingress for mining said land, is now vested in fee simple in the party of the first part, and that all right, title, and interest, of the lessee, in each of said leases, is now vested in the Pyramid Petroleum Company, a corporation, party of the second part.

AND WHEREAS, a controversy has arisen as to whether or not said Pyramid Petroleum Company has abandoned or forfeited said lease, because of cessation of development, resulting finally in party of the first part entering into an agreement with the Flesher Petroleum Company, a corporation, party of the Fourth part, attempting to lease to said Flesher Petroleum company the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$  of NW $\frac{1}{4}$ ) and Lot Three (3), of said Section Twelve (12), Township Eighteen (18), North, Range Twelve (12), East, and an attempt by said corporation to take possession of said premises for the purpose of drilling a well thereon, and the institution of a proceeding in the District Court for Tulsa County, Oklahoma, styled Pyramid Petroleum Company, a corporation, Plaintiff, vs. W. J. Flesher, M. B. Flesher, W. R. McKee, Paul Clinton and the Flesher Petroleum Company, a corporation, defendants, No. 19276, in which action the plaintiff filed its petition alleging the execution of said leases, and the assignments to said plaintiff, and the existence of a perfect title in and to said leases, and the fulfillment of all the terms, conditions, and provisions thereof, and the granting of a temporary restraining order, restraining the defendants, their agents, and employees, from entering upon said premises.

AND WHEREAS, the parties to said action in consideration of the execution and delivery of the contract, and the covenants, terms, and conditions, to be kept, done and performed by and of the parties hereto, as hereinafter set out, have compromised and agreed upon a dismissal of same.

NOW, THEREFORE, the parties hereto agree to and with each other as follows: The party of the first part, W. R. McKee, covenants and agrees that he is the owner absolute of the entire and indefeasible estate in and to all of the oil, gas and other minerals, lying in or under all of the lands hereinbefore described, subject to the aforesaid leases; that for and in consideration of the settlement and compromise of said litigation, and the mutual covenants and agreements of the parties hereto, and the sum of One (\$1.00) dollar, and other valuable considerations, he has agreed and by these presents does agree to waive any and all objections to the continued ownership and operation of the oil and gas leases aforesaid, by the Pyramid Petroleum Company, a corporation, party of the second part, and agrees that the two Departmental leases, above described, shall henceforth be treated as one lease, covering and describing the :

Southeast quarter of the Northwest Quarter (SE $\frac{1}{4}$  of NW $\frac{1}{4}$ ) and the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$  of SW $\frac{1}{4}$ ), all in Section Twelve (12), and Twenty (20) acres of Lot Four (4), which said 20 acres is described as follows, to-wit: Beginning at the NW corner of said lot 4 running East 660 feet; thence South 1320 feet, thence West 660 feet; Thence North 1320 feet, to the point of beginning, all in Township Eighteen (18), North, Range Twelve (12), East, Tulsa County, Oklahoma,

and further agrees that the drilling of one well on the southeast Quarter of the said Northwest Quarter to the Wilcox sand, unless oil or gas is found in paying quantities at a lesser depth, shall be treated as a compliance with the obligations of the party of the second part to pay further rentals or drill any further wells upon the tract of land hereby retained by the said Pyramid Petroleum Company, a corporation, it being understood that the well mentioned is the well that has been begun on said tract of land by O. N.