

aforesaid, on this 4th day of November, 1922, personally appeared Chaparney Fisher, in  
 my presence and in the presence of Bert Roberts and E. F. Bolander, <sup>as witnesses,</sup> to me known to be the  
 identical person who executed the within and foregoing instrument, and acknowledged to me  
 that he executed the same as his free and voluntary act and deed, and for the uses and  
 purposes therein set forth.

My commission expires Oct. 26, 1926.

(SEAL) Reuben L. Partridge, Notary Public.

State of Oklahoma)

County of Tulsa ) SS BLANK.  
 Before me, a Notary Public, in and for the county and state aforesaid,  
 on this --

Filed for record in Tulsa County, Okla. on Nov. 15, 1922, at 9:15 A.M. and duly recorded  
 in book 431, page 179, By F. Delman, Deputy. (SEAL) O.D. Lawson, County Clerk.

213757 - BH

COMPARED

#### AGREEMENT.

This agreement, made and entered into this 10th day of October, 1922, by and  
 between Leavell Coal Company, party of the first part, and S. A. Querry, party of the  
 second part;

WITNESSETH: That whereas the party of the first part now holds a leasehold  
 estate in and to the following described real estate, situate in Tulsa County, State of  
 Oklahoma, to-wit:

All of lot four (4) Block eighty (80) Original town  
 of Tulsa, Oklahoma, according to the recorded plat  
 thereof, known as No. 817 Admiral Boulevard, and

Whereas it is the mutual desire of the parties hereto that the said premises be sub-  
 leased unto the party of the second part.

Now, therefore, for and in consideration of the mutual covenants and agree-  
 ments hereinafter set forth, it is agreed between the parties hereto as follows:

First. That party of the first part, for and in consideration of the payment  
 to it of a monthly rental of \$50.00, payable in advance, which rental the party of the  
 second part covenants and agrees to pay, hereby sub-leases unto the party of the second  
 part, for a period extending from month to month, the foregoing described premises, together  
 with the office building, the scale house, and the scales located thereon. It being  
 understood that said sub-lease may be terminated at the will of either party on 30 day  
 written notice.

Second. That the party of the second part shall maintain on the premises  
 so sub-leased, a retail coal yard, that he shall handle exclusively Leavell Coal Company's  
 bituminous coal as long as said Leavell Coal Company is able to furnish it, the terms of  
 which shall be cash upon delivery, at a price of \$5.50 per ton, f.o.b. Leavell Coal  
 Co. mine, for the month of October, 1922, the price thereafter to be agreed upon between  
 the parties hereto upon placing the order for each car, it being understood, however,  
 that the second party shall be permitted to retail semi-anthracite, anthracite, black-  
 smith or so called McAlester coal and grades other than bituminous coal produced by the  
 said Leavell Coal Company.

Third. That party of the second part shall be solely responsible for the  
 operation of the business on said premises, and that party of the first part shall have  
 no part in the conduct thereof, not be in any way responsible for any damages or losses  
 that may accrue therefrom.

Fourth. That party of the second part shall have the privilege of using the