

257083 C.J.

AGREEMENT

CONFIDENTIAL

This agreement made by and between Uley Holderman and Oscar Hodge, parties of the first part, hereinafter known as The Tulsa Meat Company, and H. H. Snyder of the Second part, hereinafter designated as Trustee, WITNESSETH:

That, whereas the said second party has advanced to first parties approximately the sum of \$5000.00 and will advance additional sums as may be necessary in carrying on the terms of the business herein contemplated from time to time and in consideration of the same the said parties of the first part do hereby grant, bargain, sell and convey unto the said second party the following described property to be held by him in trust for the purpose of securing the payment of the said sums of money hereinbefore set out and to be handled by him as hereinafter set out.

The said property now consists of a stock of goods located in the old Independent Packing Company building at Olympia & Katy Tracks near the City of Tulsa, Tulsa County, Oklahoma, together with all such live stock, raw and cured meats as is now in the possession of said first parties.

487 The said second party shall immediately take charge of the said building, stock of goods, live stock and meat and is hereby vested with full and complete power to purchase all live stock and other merchandise that may be necessary to conduct such business, that all collections for goods, merchandise, meat and live stock shall immediately be turned over to said second party and by him handled and to be deposited in his name, and that no checks shall be written for accounts outstanding or hereinafter created against such funds except the same are signed or counter signed by said second party, and such funds shall be deposited in his name as Trustee.

The said first parties shall conduct the business now engaged in and shall also slaughter, cure and sell the meats and other merchandise in the regular business order.

The said second party shall retain unto himself the sum of \$----- per month out of the profits of said business as salary and shall pay the second parties the sum of \$---- each per month as salary and deduct all expenses of said business, after which such profit shall be applied, at the option of the second party toward liquidating the indebtedness evidenced by this contract.

It is further agreed that all funds taken in for sales connected with said business since September 1st, shall be deposited to the credit of said second party as trustees.

It is further stipulated and agreed that this agreement shall be in full force and effect as long as agreeable to the party of the second part provided, however, that if said enterprise shall not be successful and in the opinion of said second party it would be advantageous to discontinue the same, then said second party shall have the right to sell the property herein described and liquidate the indebtedness in so far as he is interested or concerned.

Dated this the 15th day of September, 1923.

Witnesses:

J. B. Houston

E. B. Kenes

Tulsa Meat Company,

By Uley Holdeman, Manager.

Parties of the First Part

O. A. Hodges

H. H. Snider

Party of the second part.

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

Before me, Norma Wheaton, a Notary Public in and for the County of Tulsa, Okla-