

F 489

#260564 NS

COMPARED

AGREEMENT

THIS AGREEMENT, Made and entered into at Tulsa, Oklahoma, this 24th day of April, 1924 by and between J.W. Holman, of Tulsa, Oklahoma, hereinafter called first party, and David L. Krakower, of Tulsa, Oklahoma, hereinafter called second party.

WITNESSETH; That, Whereas heretofore and under date of March 26, 1924, first party entered into a certain written agreement wherein he was second party and H.F. Hauserman, of Tulsa, Oklahoma, was first party, concerning the purchase of an interest in and oil and gas mining lease, and the drilling of a well thereon covering;

Lots 12, 13, 14, 15, 16, 17, 20 and 21, in Block 2, and Lots 4, 5, 6, 7, 8, 10, 16, 18, 24, 25, 27 and 28, in Block 3, in Lawnwood Addition to the City of Tulsa, according to the recorded plat thereof; all of said lands being located in the

Northwest quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), Township Nineteen North (19N), Range Twelve East (12E), Tulsa County, Oklahoma.

which said mentioned written contract is hereby referred to and incorporated herein by reference the same as if herein set out in full; and,

WHEREAS, second party is desirous of acquiring an undivided three-eighths interest in and to the oil and gas mining lease on said premises and in said written contract, and is to share and receive the benefits arising and created by said contract as his interest appears, upon the terms and conditions hereinafter set out.

NOW THEREFORE, for and in consideration of the premises and in consideration of the covenants and agreements herein contained to be paid, kept and performed by the respective parties hereto, it is agreed as follows;

1. First party does hereby sell, assign, transfer, set over and convey unto second party an undivided three-eighths interest of, in and to the oil and gas mining lease on the lands hereinbefore described, and does likewise sell, assign, set over, transfer and convey to second party of an undivided three-eighths interest in and to the written contract above mentioned, and in and to all of the benefits created by and arising out of said written contract between H.F. Hauserman and J.W. Holman.

2. Second party hereby agrees to pay to first party in the manner hereinafter specified, the sum of Six Thousand (\$6,000) Dollars, for the assignment of said lease and said contract. However; it is agreed that second party will furnish to first party at the location of the well now drilling on said lands, good one run casing of such dimension, weight and length, and of sufficient quantity for the drilling and completion of this well to the so called Wilcox sand, found in this vicinity at the approximate depth of two thousand fifty (2,050') feet below the surface, and agree to pay the teaming therefor. It being understood that first party shall inspect said casing before using the same in the well, and that the eight inch casing shall be twenty-eight pounds per foot, and the six and five-eighths inch casing twenty pounds per foot. The price of this casing shall be ascertained by deducting twenty per cent from the list price of the casing of the dimension and weight furnished at the time the same was furnished, and the price of this casing shall be deducted from the said sum of Six Thousand Dollars, and in the event said test well now drilling on said land produces oil equal or exceeding twenty barrels per day, or produces gas in commercial quantities, then and in that event second party shall pay to first party such a sum or sums of money as will equal the difference between the purchase price of the casing necessarily left in, at, on or about the well, and the sum of \$6,000; provided, however, that in the event a commercial gas well is encountered at a higher level than the Wilcox sand, then second party shall furnish the necessary casing for the