

Smith
(Zimber Sub)
5-16-56

266855 C.J.

A G R E E M E N T

THIS AGREEMENT made in quintuple, and entered into this 26th day of June A. D. 1924, by and between B. F. Coldwell and Sons, a copartnership composed of B. F. Coldwell, Frank Coldwell, Leo T. Coldwell, and Benjamin Coldwell, Jr. of Tulsa, Oklahoma, parties of the first part; and Mahan-McCarty & Besse, a common-law Trust, R. B. Hartman, Jr., W. C. Heasley and Leo J. Schlitzer, parties of the second part;

WITNESSETH: THAT WHEREAS the parties to this contract are the owners and holders of a certain oil and gas mining lease covering, for oil and gas mining purposes, the following described real estate situate in the County of Tulsa, State of Oklahoma, to-wit:

Lots Nine (9), Ten (10) Eleven (11) and Twelve (12) in Block Two (2) of Trimble Sub-division in the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), Township Nineteen (19) North, Range Twelve (12) East;

and,

WHEREAS, their respective interests in said lease are as follows:

- B. F. Coldwell & Sons- an undivided 7/16 interest;
- Leo J. Schlitzer - an undivided 4/16 interest; ✓
- W. C. Heasley - an undivided 2/16 interest; ✓
- R. B. Hartman, Jr. - an undivided 2/16 interest; ✓
- Mahan, McCarty & Besse-an undivided 1/16 interest; ✓

and,

WHEREAS, the parties hereto have drilled a paying oil well upon the above described premises; and

Whereas, the parties to this contract are the owners and holders of a certain oil and gas mining lease, covering for oil and gas mining purposes the following described land situate in the County of Tulsa, State of Oklahoma, to-wit:

Lots Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16) in Block Two (2) Trimble Subdivision in the Northwest quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), Township Nineteen (19) North, Range Twelve (12) East;

and,

WHEREAS, their respective interests in said lease are as follows:

- B. F. Coldwell & Sons - an undivided 9/16 interest;
- Leo J. Schlitzer - an undivided 2/16 interest;
- W. C. Heasley - an undivided 2/16 interest;
- R. B. Hartman, Jr. - an undivided 2/16 interest;
- Mahan, McCarty & Besse - an undivided 1/16 interest;

and,

Whereas, the parties hereto are now drilling a well upon the lease covering the last above described real estate; and,

WHEREAS, the parties hereto desire to enter into a contract whereby both of said leases may be developed and operated to the mutual benefit of all the parties hereto;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), in hand paid, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. First parties shall have the power and authority to operate said well or wells and attend to the delivery of the oil produced from said well or wells into the pipe line, and to make all arrangements for the equipment of said well or wells in the way of furnishing pipe, tanks, and other equipment for the operation of said well or wells, and it is further agreed that first parties shall not expend a sum to exceed the sum of Five Hundred dollars