

purpose of administering and liquidating the indebtedness of said Colonial Supply Company, it was further agreed that M. H. Sigafos, W. M. Boviard and H. B. Hendershot should constitute an executive committee representing said creditors and the Colonial Supply Company, under whose supervision and direction the assets of the said Colonial Supply Company should be disposed of and all claims held by the said Colonial Supply Company against any person, corporation or company should be collected, said creditors giving to the said Executive Committee full power to administer the estate of the said Colonial Supply Company to the end that the creditors thereof might realize the maximum amounts on their respective claims; and

Whereas, it is the desire of the party of second part that its management be transferred from the control of party of the first part and taken over by party of the third part and managed by said party under that certain trust agreement entered into by and between party of the second part and party of the third part on the ----- day of August A. D. 1924, and

WHEREAS, the said Title Guarantee & Trust Company is now ready, able and willing to take over the business of party of the second part along with its assets of every kind and undertake to carry out the trust imposed upon it by virtue of that certain resolution made by creditors of the party of second part during said creditors' meeting held in Henryetta, Oklahoma on July 25th A. D. 1924;

Now therefore, to the end and for the purpose of permitting said creditors of the party of the second part, the Colonial Supply Company, to carry out the resolution of said creditors adopted at their said meeting held July 25th A. D. 1924, the four parties hereto do hereby and by these presents agree:

That party of the first part Wagner Supply Company hereby relinquishes all of its right, title and interest heretofore acquired or held by it under and by virtue of the contract or agreements herein before referred to and agrees to and with all other parties hereto that the said contracts and agreements heretofore made and herein referred to shall be and the same are hereby terminated in all things and in all respects;

Party of the second part does hereby and by these present transfer unto party of the third part, Title Guarantee & Trust Company of Tulsa, Oklahoma its entire Business, property and assets to be held and administered by said party of the third part under the terms of that certain trust agreement made by and between the said party of the second part and the said party of the third part dated ----- day of August A. D. 1924.

Party of the third part hereby accepts the business, property and assets of party of the second part to be handled by it, under the terms of the certain trust agreement hereinbefore referred to;

In consideration of all of which parties of the fourth part, clothed with the authority conferred upon them at said creditors' meeting held in Henryetta, July 25 A. D. 1924 and in their representative capacity and as the Executive Committee of all the creditors of the Colonial Supply Company, joined by party of the second part, hereby agree that party of the first part Wagner Supply Company, shall be and it is hereby released and discharged of and from any and all claims or demands of every character of all parties hereto growing out of the handling or operation of the said business and property of the said party of the second part, and do hereby and by these presents, acknowledge, ratify and confirm each and every act and thing lawfully done by party of the first part in connection therewith;

Provided however that this agreement shall be and become effective only from and after the execution hereof by Colonial Supply Company, Wagner Supply Company and Title Guarantee & Trust Company of Tulsa, Oklahoma through the properly qualified officers of each and under proper resolutions adopted for its execution, as well as by each member of said Execu-

UNRECORDED BY  
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