

who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

(seal)

Frank H. Rodolph, Notary Public.

My commission expires 4-12-1910

Filed for record at Tulsa, Okla. Feb. 3 1910 at 9:20 O'clock A.M.

H.C. Walkley, Register of Deeds (seal)

Lease.

MEMORANDUM OF AGREEMENT, entered into this 29th day of October 1909 by and between Sater Crushed Stone Company, a corporation, of the State Oklahoma, party of the first part and W.E. Hawley party of the second part. WITNESSETH, that for and consideration of one dollar (\$1.00) in hand paid by the party of the second part, to the party of the first part, receipt whereof is hereby acknowledged and in consideration of the mutual covenants and agreements between the parties hereto, herein contained, the party of the first part hereby grants and leases to the party of the second part his heirs, executors administrators and assigns, the exclusive right to use all the machinery, building, tools, cars, tracks, and track materials, together with all the other property belonging to first party, of any sort or nature, situated and being upon the lands leased by first party from the Union Construction Company, situated in Section #7 & #8 township 19 N Range 12 W., Tulsa County, Oklahoma, which said lease is dated the 15th of July 1909, reference to which lease is hereby made and which lease is made a part hereof.

Said first party herein grants and assigns to second party the exclusive rights to the use of the aforesaid property for and during the term of the said lease of the Union Construction Company above mentioned under the terms and conditions herein contained, with the right to quarry, crush, and market and sell any and all material found upon said property and to do and perform any and all acts that may be performed by first party, & further grants and assigns to second party <sup>any</sup> all privileges and rights granted to first party by said Union Construction Company under said lease, with the rights to place additional property and machinery belonging to second party on the lands covered by said lease, and with the right to remove same at will of second party.

In consideration of the rights and privileges granted by first party to second party, said second party <sup>hereby</sup> agrees to pay to first party one half of the actual net profits arising from the sale of material marketed by second party from said property, settlements to be made by second party on or before the last day of each calendar month from the actual profits accruing from the business of the previous month.

It is mutually agreed that J.F. Lawrence shall act as supervisor to protect interests of first party

This lease to take effect November the first A.D. 1909.

In Testimony Whereof, witness the signatures of the parties hereto, day and date above written.

(Corp Seal)

Attest J.F. Lawrence, Secy.

Sater Crushed Stone Company,  
By J.E. Sater, President  
*Party of the first part.*

W.E. Hawley, Party of the second part.