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April 13, 2007

Ms. Sally Norris
City Manager
City of Blackwell
P. O. Box 350
Blackwell, OK 74631

Re: *Representation of the City of Blackwell-Blackwell Zinc
Matter*
Our File No. 4048.001

Dear Sally:

This letter sets forth the terms of the City of Blackwell's engagement of Ryan Whaley & Coldiron, P.C. to represent it regarding the Blackwell Zinc Site. This engagement will primarily be handled by me.

Our legal fees in this matter will be computed on an hourly basis. Attorneys' and legal assistants' hourly rates are determined by their experience, expertise, and efficiency. Currently, our billing rates range between \$60.00 (for paralegals) to \$350.00 per hour, depending upon the level of seniority and expertise associated with the lawyer or paralegal rendering the services. We may, in our discretion, ask other partners or associates within the firm to assist. I will be the supervising attorney and my rate is \$300.00 per hour. The rate for my Legal Assistant, Marcia Cole, is \$75.00 per hour.

It is understood that the scope of Ryan Whaley & Coldiron's role in the Blackwell Zinc Site matter is generally related to negotiation of a settlement agreement with Phelps Dodge Corporation and negotiation of a potential consent order with the Oklahoma Department of Environmental Quality.

It is likely that we will incur various expenses specifically associated with performing the contemplated legal services for the City of Blackwell. Those expenses may include such things as long distance telephone and facsimile charges; delivery fees; copying; local and out-of-town travel costs. Such expenses will also be billed on a monthly basis.

While it is contemplated that a reimbursement agreement will be finalized with Phelps Dodge Corporation to reimburse the City of Blackwell for the cost of our representation, it is understood that it is ultimately the responsibility of the City of Blackwell to pay these fees and costs. Our monthly invoice will be sent to you for forwarding to Phelps Dodge Corporation for payment.

We trust that The City of Blackwell will find the foregoing terms acceptable and that it conforms to the City of Blackwell's understanding.

We look forward to assisting the City of Blackwell in this matter. Thank you for your confidence in our firm. Please call me after you have reviewed this letter to discuss any questions or comments you may have.

Sincerely,

DONALD K. SHANDY
For the Firm

DKS/mzc

FEE AGREEMENT

THIS FEE AGREEMENT (the "Agreement") is made and entered into effective as of the 3rd day of August, 2009, by and among the CITY OF BLACKWELL, an Oklahoma chartered municipality (the "City"), the BLACKWELL MUNICIPAL AUTHORITY, an Oklahoma statutory public trust (the "BMA"), and RYAN WHALEY COLDIRON SHANDY PC, an Oklahoma professional corporation ("RWCS"). The City and the BMA may be referred to in this Agreement collectively as the "Blackwell Parties" or individually as a "Blackwell Party". RWCS and the Blackwell Parties may be referred to in this Agreement individually as a "Party" or collectively as the "Parties".

WITNESSETH

WHEREAS, the Blackwell Parties have and/or may have claims related to, arising from or connected with the historic operations of a zinc smelter facility by BLACKWELL ZINC COMPANY, a New York corporation ("BZC"), CYPRUS AMAX MINERALS COMPANY, a Delaware corporation ("CAMC"), FREEPORT-MCMORAN CORPORATION, a New York corporation (formerly known as Phelps Dodge Corporation) ("FMC"), and/or FREEPORT-MCMORAN COPPER & GOLD INC., a Delaware corporation and the ultimate parent company of BZC ("FCX", with BZC, CAMC and FMC being collectively referred to as "Freeport"), which include, but are not limited to, the ownership and/or operation of the facility and real property as well as the physical release, emission, placement or disposal of hazardous waste, materials, or air, land, surface water or groundwater contaminants either directly or indirectly outside the smelter facility site; and

WHEREAS, in connection with such claims, the Blackwell Parties have previously engaged RWCS to provide legal representation related to or otherwise involving Freeport, its related and affiliated entities and their respective successors or assigns and/or any matter and/or issue related to or arising from the historical operations of such zinc smelter; and

WHEREAS, the Blackwell Parties desire to engage RWCS under a different fee arrangement than for the previous engagement to represent the Blackwell Parties in the settlement and/or prosecution of any and all legal claims that the Blackwell Parties have or may have against Freeport related to the historic operations of the zinc smelter facility as well as the continuing effects of such operations under the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. SCOPE OF ENGAGEMENT. The Blackwell Parties hereby engage RWCS to engage in settlement discussions and, if necessary, to prosecute an action in a court of competent jurisdiction (collectively, the "Suit") to recover damages and seek injunctive relief arising from contamination to the soils, lands, surface water and groundwater of the Blackwell Parties related to, caused by, arising from or otherwise involving Freeport and the historic operations of its zinc smelter. This Agreement shall be limited to the Suit, and the Parties agree that all previous

engagements of RWCS by any of the Blackwell Parties are not subject to the terms of this Agreement and shall remain in full force and effect. RWCS is willing to prosecute the Suit through investigation, settlement discussions, trial and any necessary appeals, under the direction and consent of the Blackwell Parties.

2. TERMS OF ENGAGEMENT. Subject to the conditions of this Agreement to be satisfied by the Blackwell Parties, RWCS agrees to represent the Blackwell Parties in the Suit. RWCS agrees to regularly inform the Blackwell Parties of the status of and matters involving the Suit. Regular status meetings or conference calls shall be held as requested by the Blackwell Parties.

3. COSTS, EXPENSES AND FEES.

3.1 Costs and Expenses. RWCS agrees to advance all costs and expenses necessary in the settlement and/or prosecution of the Suit. The Parties agree that a third party may pay certain costs and expenses of the Suit for the benefit of a Blackwell Party. In the event of no monetary recovery, the Blackwell Parties shall reimburse RWCS and any third party for any costs or expenses paid by RWCS or any third party, and RWCS and the Blackwell Parties may apply to the court for costs and expenses to be paid by the defendants or may negotiate directly with the defendants for such costs and expenses. Costs and expenses shall include, but not be limited to, discovery, pre-trial proceedings, trial experts, investigators, consultants and other contractors, travel, copying, freight and postage, communications charges, and any other necessary expenses related to any settlement and/or the Suit. Costs and expenses shall be the first priority of use of any settlement, recovery, or award by the court. All costs and expenses related to the Suit that are advanced by RWCS shall be recovered by RWCS from any monetary recovery, and any costs or expenses related to the Suit that are advanced by a third party for the benefit of a Blackwell Party shall be recovered by such third party from any monetary recovery plus an amount equal to six percent (6.00%) of the advanced amount.

3.2 Injunctive Relief. The Parties recognize that successful resolution of the Suit may result in an award of both monetary damages and injunctive relief. Such injunctive relief could result in containment of hazardous waste, materials or contaminants, required remediation and/or abatement of property under court order, as well as public awareness and communications programs. The Parties acknowledge that injunctive relief may be more significant and of greater value to the Blackwell Parties than monetary damages. Therefore, the Parties agree that the fee due to RWCS shall have two (2) components consisting of (i) a percentage of any monetary damages recovered and (ii) an equal percentage of the value of injunctive relief obtained. The fee as agreed to in this Agreement shall be the second priority use of any settlement or monetary recovery in the Suit.

3.3 Contingency Fees on Monetary Damages. RWCS shall be entitled to (i) twenty-five percent (25.00%) of any monetary damages recovered during settlement negotiations but before any petition or complaint involving the Suit is filed with any court, (ii) thirty-three and thirty-three hundredths percent (33.33%) of any monetary

damages recovered after any petition or complaint involving the Suit is filed but before the pre-trial conference for the Suit is held, (iii) forty percent (40.00%) of any monetary damages recovered after the pre-trial conference for the Suit is held, and (iv) forty-five percent (45.00%) of any monetary damages after an appeal involving the Suit is filed. The monetary damages to RWCS are due whether the same is by settlement or filing of the Suit and whether such damages are paid in a lump sum or in a structured payment over time.

3.4 Contingency Fees on Injunctive Relief. RWCS shall also be entitled to the value of any injunctive relief obtained in the same percentages described in Section 3.3. The Parties shall use their best efforts to agree on the value of injunctive relief obtained. In the absence of an agreement among the Parties as to the value of injunctive relief, the value of such relief shall be determined by consideration of economic models used in the Suit, the cost of remediation imposed on the defendants by the court or the jury, or by other methods agreed upon by the Parties.

3.5 Court Award. Should the court award the Blackwell Parties as prevailing parties any fees (statutory or otherwise), costs and/or expenses to be paid by the defendants, the Blackwell Parties shall support as an award of reasonable attorney fees in an amount not less than the contingency fee amount required by this Agreement. Any fees, costs or expenses due to RWCS or any third party under this Agreement shall first be satisfied from any fees and/or funds awarded by the court from the defendants. Such an award of fees, costs and expenses shall not be considered as part of monetary damages and shall not be subject to the contingency described in Section 3.3. Should the fees, costs and/or expenses awarded by the court from the defendants exceed the fees, costs and/or expenses otherwise due to RWCS or any third party under this Section 3, RWCS shall be entitled to the fees, costs and/or expenses awarded by the court rather than those otherwise due under this Section 3.

3.6 Attorney Fees. The Parties understand that under no circumstances shall the Blackwell Parties be liable for any attorney fees incurred by RWCS in preparing and conducting the Suit. All attorney fees, if any, shall come from the settlement or proceeds of the Suit, as a portion of the recovery in the Suit after settlement or trial, from an award by the court to be imposed upon the defendants, or by agreement with the Blackwell Parties. In the event of no monetary recovery, RWCS and the Blackwell Parties may apply to the court for attorney fees to be paid by the defendants or may negotiate directly with the defendants for such attorney fees.

4. EFFECT OF PARTICIPATION BY OTHER PLAINTIFFS. Should any other plaintiff join in the Suit and a common recovery of either money damages or injunctive relief results, the fees, costs and/or expenses due to RWCS shall be based on the value of the total recovery before any allocation of the value of the recovery among the plaintiffs. RWCS agrees that it shall not represent any other party in the Suit without the prior written approval from the Blackwell Parties, which approval shall not be unreasonably withheld, conditioned or delayed.

5. PUBLIC STATEMENTS. The Parties recognize that the Suit will be one of interest to the public, and that no Party shall make a public statement without the consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed.

6. CONFIDENTIALITY. RWCS agrees to keep all information gained in the course of representation confidential to the full extent allowed by law including, but not limited to, information pertaining to the Suit, the Blackwell Parties and their respective employees. RWCS shall not use such information to the detriment of the Blackwell Parties or their respective employees at any time. It is understood and agreed that any agreement between or among RWCS and others providing professional services to RWCS relating to the Suit shall contain a confidentiality clause that substantially conforms to the requirements and limitations of this Section 6.

7. DISPUTE RESOLUTION. Any and all disputes between or among the Parties related to or involving the failure to agree on the value of the injunctive relief under Section 3.4 shall be resolved by a three (3) member arbitration panel whose decision shall be final and unappealable. The Blackwell Parties and RWCS shall each choose one (1) member of the panel and those two (2) members shall choose the third member who shall be the chairperson. The arbitration shall be conducted under rules established by the panel or using the rules for simplified proceedings published by the American Arbitration Association. The costs and fees attributable to the arbitrators and the arbitration shall be shared equally by the Blackwell Parties and RWCS, unless otherwise awarded by the arbitration panel. The arbitrators will establish a schedule that will result in a final arbitration award to be rendered in written form not later than one hundred eighty (180) days following the appointment of the third arbitrator. The place of the arbitration shall be Stillwater, Oklahoma.

8. NOTICES. All correspondence and communications to a Party required or permitted under this Agreement shall be directed by regular mail to the individual at the addresses specified below unless those individuals or their successors give notice of a change to the other Parties in writing:

To City:	City of Blackwell Post Office Box 350 Blackwell, Oklahoma 74631 Attn: City Manager
To BMA:	Blackwell Municipal Authority Post Office Box 350 Blackwell, Oklahoma 74631 Attn: General Manager
To RWCS:	Ryan Whaley Coldiron Shandy PC 119 North Robinson Oklahoma City, Oklahoma 73102 Attn: Donald K. Shandy, Esq.

9. AMENDMENT; BINDING EFFECT; ASSIGNMENT. This Agreement may be amended, modified, supplemented or waived only by a written instrument signed by the Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign or delegate any of its respective rights, duties or obligations under this Agreement without the prior written consent of the other Parties.

10. MULTIPLE COUNTERPARTS. This Agreement may be executed, by facsimile or otherwise, in multiple counterparts, each of which shall be deemed to be an original. The Parties agree that proof of execution can be made by a Party providing a facsimile copy of an original signature.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding among the Parties with respect to the subject matter hereof and expressly supersedes and revokes all other prior or contemporaneous promises, representations, and assurances of any nature whatsoever with respect to the subject matter hereof.

12. AUTHORITY. Each Party represents, warrants and states that all legal action necessary for the effectuation and execution of this Agreement has been validly taken and that the individuals whose signatures appear below on behalf of each Party are duly authorized to execute this Agreement on behalf of their respective Parties.

13. SEVERABILITY. In the event any of the provisions, or portions or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the Parties shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby.

14. HEADINGS. Any headings or captions used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

15. INTERPRETATION. The Parties acknowledge that this Agreement constitutes a negotiated compromise between and among persons sophisticated and knowledgeable in the matters dealt with in this Agreement. The Parties agree that any rule of construction under which any ambiguities are construed against the drafter of a legal document is not applicable and shall not apply to this Agreement.

16. PLURAL; GENDER. Words used in this Agreement in the singular, where the context so permits, shall be deemed to include the plural and vice versa. Words used in the masculine or the feminine, where the context so permits, shall be deemed to mean the other and vice versa. The definitions of words in the singular in this Agreement shall apply to such words when used in the plural where the context so permits and vice versa, and the definitions of words in the masculine or feminine in this Agreement shall apply to such words when used in the other form where the context so permits and vice versa. Any reference to a section number in this Agreement shall mean the section number in this Agreement unless otherwise expressly stated.

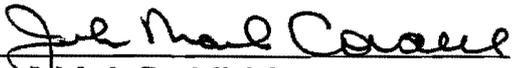
17. GOVERNING LAW. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Oklahoma.

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IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement effective as of the day and year first written above.

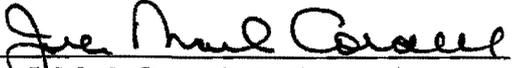
"CITY"

CITY OF BLACKWELL,
an Oklahoma chartered municipality

By: 
J. Mark Cordell, Mayor

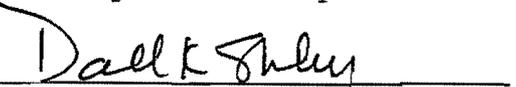
"BMA"

BLACKWELL MUNICIPAL AUTHORITY,
an Oklahoma statutory public trust

By: 
J. Mark Cordell, Chairman

"RWCS"

RYAN WHALEY COLDIRON SHANDY PC,
an Oklahoma professional corporation

By: 
Donald K. Shandy, Vice President

TOLLING AND CONFLICT WAIVER AGREEMENT

THIS TOLLING AND CONFLICT WAIVER AGREEMENT (the "Agreement") is made and entered into effective as of the 3rd day of August, 2009 (the "Effective Date") by and among RYAN WHALEY COLDIRON SHANDY PC, an Oklahoma professional corporation ("RWCS"), MENZER LAW OFFICES, P.C., an Oklahoma professional corporation ("Menzer"), the CITY OF BLACKWELL, a municipality chartered under the laws of the State of Oklahoma (the "City"), the BLACKWELL INDUSTRIAL AUTHORITY, an Oklahoma statutory public trust (the "BIA"), the BLACKWELL MUNICIPAL AUTHORITY, an Oklahoma statutory public trust (the "BMA"), and the BLACKWELL SCHOOL BOARD, an Oklahoma municipal school authority (the "School"). The City, the BIA, the BMA and the School may be referred to in this Agreement collectively as the "Blackwell Parties" or individually as a "Blackwell Party". RWCS, Menzer and the Blackwell Parties may be referred to in this Agreement individually as a "Party" or collectively as the "Parties".

WITNESSETH

WHEREAS, the Blackwell Parties have and/or may have certain individual and/or common claims against other Blackwell Parties related to, arising from or in connection with the historic operations of a zinc smelter facility by BLACKWELL ZINC COMPANY, a New York corporation ("BZC"), CYPRUS AMAX MINERALS COMPANY, a Delaware corporation ("CAMC"), FREEPORT-MCMORAN CORPORATION, a New York corporation (formerly known as Phelps Dodge Corporation) ("FMC"), and/or FREEPORT-MCMORAN COPPER & GOLD INC., a Delaware corporation and the ultimate parent company of BZC ("FCX", with BZC, CAMC and FMC being collectively referred to as "Freeport"), which include, but are not limited to, the ownership and/or operation of the facility and real property as well as the physical release, emission, placement or disposal of hazardous waste, materials, or air, land, surface water or groundwater contaminants either directly or indirectly outside the smelter facility site; and

WHEREAS, in connection with such claims, the Blackwell Parties previously engaged RWCS and Menzer to provide legal representation related to or otherwise involving Freeport, its related and affiliated entities and their respective successors or assigns and/or any matter and/or issue related to or arising from the historical operations of such zinc smelter; and

WHEREAS, RWCS and Menzer are currently representing the BIA in pending litigation styled as *Bob Coffey, et al v. Freeport-McMoran Copper and Gold Inc., et al*, Case No. CJ-2008-68 and 5:08-CV-00640-HE; and

WHEREAS, one or more of the Blackwell Parties may have legal claims against Freeport related to historic operations of the zinc smelter facility; and

WHEREAS, the Blackwell Parties desire to toll any claims by, between or among the Blackwell Parties and to waive any potential conflict of interest against or involving RWCS and Menzer related to its legal representation of the Blackwell Parties.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. TOLLING PERIOD. This Agreement shall commence effective as of the Effective Date and shall expire thirty-six (36) months after the Effective Date or such longer period as the Parties may otherwise agree in writing (the "Tolling Period"); provided, that the Parties expressly agree that all of the terms, conditions and duties described in Sections 5 and 6 of this Agreement shall survive the termination or expiration of the Tolling Period and this Agreement indefinitely.

2. PROHIBITION OF LEGAL ACTION. During the Tolling Period, the Blackwell Parties shall not commence any action or proceedings of any nature or type whatsoever against any other Blackwell Party involving or related to any aspect of or arising from the historic smelter operations by Freeport. This Agreement does not limit in any way the nature or scope of any claim or defense that could be brought or raised by a Blackwell Party or the date upon which a Blackwell Party may file such claims or defenses, except as expressly stated in this Agreement. Furthermore, nothing in this Agreement shall limit or prohibit any of the Blackwell Parties from initiating, taking and/or pursuing any legal claim, action, proceeding, defense or counterclaim against or involving Freeport, any of its related or affiliated entities or any of their respective successors or assigns or any other entity or party that is not related to a Blackwell Party. The Blackwell Parties acknowledge and agree that: (i) a Blackwell Party may become a party to, joined in or otherwise involved in legal actions or proceedings of or by third parties related to or arising from Freeport and/or the historic operations of the zinc smelter facility; and (ii) RWCS and/or Menzer shall represent the applicable Blackwell Party in any such legal action or proceeding under this Agreement.

3. REVIVAL OF CLAIMS. Nothing in this Agreement shall be construed in any manner to revive any cause of action upon which the statute of limitations has already expired prior to the Effective Date. Nothing in this Agreement or in the circumstances which gave rise to this Agreement shall be construed as an acknowledgement by a Blackwell Party that any claim or defense is barred, or is about to be barred by the statute of limitations, laches or other defense based on the lapse of time.

4. NO ADMISSION OF LIABILITY. Nothing in this Agreement or in the circumstances that give rise to this Agreement shall be construed an admission of liability by a Blackwell Party. Neither this Agreement nor any action taken hereunder shall be offered or received in evidence in any action or proceeding as an admission of liability or wrongdoing of any nature on the part of a Blackwell Party.

5. WAIVER OF CONFLICT. The Blackwell Parties hereby acknowledge and agree that:

(i) (a) the BIA and the City are subject to that certain Joint Defense Agreement effectively dated July 1, 2000, with BZC and certain of its related entities, and the BIA, the City and the BMA are subject to that certain Joint Defense Agreement effectively dated June 9, 2008, (b) all of the Blackwell Parties have been provided a copy of such agreements, have read such agreements, understand the terms and conditions described in such agreements, (c) shall be subject to the terms and conditions described in such agreements; and (d) the BIA and the City authorize RWCS to terminate such joint defense agreement with BZC and its related entities in accordance with the terms thereof if RWCS determines, after consultation with the BIA and the City, that termination is in the BIA's and the City's best interest;

(ii) RWCS and Menzer have informed each Blackwell Party that a potential conflict of interest may exist and/or arise in connection with the representation of the Blackwell Parties associated with the historic operations and effects of the zinc smelter site;

(iii) the interests and objectives of a Blackwell Party may be inconsistent with and/or adverse to the interests and objectives of another Blackwell Party;

(iv) RWCS's and/or Menzer's representation of the Blackwell Parties may result in the loss or limitation of attorney-client privilege in an action or proceeding between or among two or more of the Blackwell Parties;

(v) each Blackwell Party expressly and voluntarily waives any conflict of interest that presently exists or may hereafter arise in connection with or related to the representation of each Blackwell Party by RWCS and/or Menzer related to or otherwise involving Freeport and its related and affiliated entities or any other third party legal actions or proceedings;

(vi) each Blackwell Party expressly agrees and covenants to notify and disclose to the other Parties any conflict of interest or potential conflict of interest that may hereafter arise in connection with or related to the representation of each Blackwell Party by RWCS and/or Menzer related to or otherwise involving Freeport and its related and affiliated entities or any other third party legal actions or proceedings;

(vii) each Blackwell Party agrees and covenants not to seek any disqualification of RWCS or Menzer from representation of a Blackwell Party (based on the joint representation of the Blackwell Parties by RWCS or Menzer as described above or otherwise) in any legal action or proceeding involving any third party and one (1) or more of the Blackwell Parties;

(viii) each Blackwell Party hereby expressly acknowledges and states that RWCS and/or Menzer advised each Blackwell Party to seek independent legal advice and consultation in connection with this Agreement and any right or claim that may be released, waived, tolled or extinguished by or under this Agreement; and

(ix) notwithstanding any provision in this Agreement to the contrary, each Blackwell Party hereby expressly reserves any and all rights, claims and causes of action that a Blackwell Party may presently have and/or may have in the future against or otherwise involving one or more of the other Blackwell Parties.

6. CONFIDENTIALITY. The Parties agree that the existence, terms and conditions of this Agreement are confidential and shall not be disclosed to any third party (except for attorneys, consultants and others with a need-to-know) unless legally required under judicial or administrative order or upon the written agreement among the Parties. Each Party will promptly provide written notice to the other Parties if judicial or administrative process is served requiring the disclosure of any information relating to or involving this Agreement.

7. NOTICES. All correspondence and communications to a Party required or permitted under this Agreement shall be directed by regular mail to the individual at the addresses specified below unless those individuals or their successors give notice of a change to the other Parties in writing:

To RWCS: Ryan Whaley Coldiron Shandy PC
119 North Robinson
Oklahoma City, Oklahoma 73102
Attn: Donald K. Shandy, Esq.

To Menzer: Menzer Law Offices, P.C.
211 West Blackwell Avenue
Blackwell, Oklahoma 74631
Attn: James Menzer

To City: City of Blackwell
Post Office Box 350
Blackwell, Oklahoma 74631
Attn: City Manager

To BIA: Blackwell Industrial Authority
120 South Main Street
Blackwell, Oklahoma 74631
Attn: Executive Director

To BMA: Blackwell Municipal Authority
Post Office Box 350
Blackwell, Oklahoma 74631
Attn: General Manager

To School: Blackwell School Board
Post Office Box _____
Blackwell, Oklahoma 74631
Attn: Superintendent of Schools

8. AMENDMENT: BINDING EFFECT. This Agreement may be amended, modified, supplemented or waived only by a written instrument signed by the Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

9. MULTIPLE COUNTERPARTS. This Agreement may be executed, by facsimile or otherwise, in multiple counterparts, each of which shall be deemed to be an original. The Parties agree that proof of execution can be made by a Party providing a facsimile copy of an original signature.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding among the Parties with respect to the subject matter hereof and expressly supersedes and revokes all other prior or contemporaneous promises, representations, and assurances of any nature whatsoever with respect to the subject matter hereof.

11. AUTHORITY. Each Party represents, warrants and states that all legal action necessary for the effectuation and execution of this Agreement has been validly taken and that the individuals whose signatures appear below on behalf of each Party are duly authorized to execute this Agreement on behalf of their respective Parties.

12. SEVERABILITY. In the event any of the provisions, or portions or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the Parties shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby.

13. HEADINGS. Any headings or captions used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

14. INTERPRETATION. The Parties acknowledge that this Agreement constitutes a negotiated compromise between and among persons sophisticated and knowledgeable in the matters dealt with in this Agreement. The Parties agree that any rule of construction under which any ambiguities are construed against the drafter of a legal document is not applicable and shall not apply to this Agreement.

15. GOVERNING LAW. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Oklahoma.

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IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement effective as of the Effective Date.

"RWCS" RYAN WHALEY COLDIRON SHANDY PC,
an Oklahoma professional corporation

By: Donald K. Shandy
Name: Donald K. Shandy
Title: Vice President

"MENZER" MENZER LAW OFFICES, P.C.,
an Oklahoma professional corporation

By: _____
James Menzer, President

"CITY" CITY OF BLACKWELL,
a municipality chartered under the laws of the State of Oklahoma

By: John Mark Cordell
Name: JOHN MARK CORDELL
Title: MAYOR

"BIA" BLACKWELL INDUSTRIAL AUTHORITY,
an Oklahoma statutory public trust

By: _____
Name: _____
Title: _____

"BMA" BLACKWELL MUNICIPAL AUTHORITY,
an Oklahoma statutory public trust

By: John Mark Cordell
Name: JOHN MARK CORDELL
Title: CHAIRMAN

"SCHOOL" BLACKWELL SCHOOL BOARD,
an Oklahoma municipal school authority

By: _____
Name: _____
Title: _____