

## COMPARED

pay the lessor, or her credit in the First National Bank of Tulsa, Oklahoma, One Dollar, which should operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date;

Affiant further states that no well was commenced within the time provided in said lease, or at any other time and that said real estate has not been developed for oil and gas, or either of them; that said lessee, H. E. Baker, has never at any time paid to said affiant the rental provided in said lease, or any part thereof, and has never paid to affiant's credit in the First National Bank of Tulsa, Oklahoma, or any other bank, the rental provided for in said lease.

Further affiant saith not.

Georgeann Douglas

A. H. Douglas

Subscribed and sworn to before me this 17 day of August, 1923.

My commission expires September 2nd 1925 (SEAL) Minnie Hugo, Notary Public  
Filed for record in Tulsa County, Tulsa O Klahoma, Aug. 20, 1923 at 10:00 o'clock A. M.  
in Book 468, page 91

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

238352 C.J.

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) ss.

AGREEMENT AND DECLARATION OF TRUST OF THE  
"GRAND RIVER GAS COMPANY"

This agreement made this the 1st day of Aug. 1923, by and between F. E. Riddle together with his assigns, hereafter designated as the subscriber and J. T. Dickerson, and Paul P. Pinkerton and F. A. Riddle together with their successors, hereafter designated as Trustees.

WITNESSETH:

That hereafter the subscriber proposes to transfer, assign, convey and deliver to the Trustees, under the designation of the "Grand River Gas Company" certain gas leases and properties as more particularly described and set forth in schedule indented by the signatures heretofore attached and filed with the Trustees, and also in such conveyances as executed and placed of record, to the Trustees, for the purpose of defining the interest of the subscriber and his assigns and such other subscribers who may become certificate or share-holders in such trust property have agreed to issue to the subscriber negotiable certificates or shares as evidence of interests as a beneficiary in said Trust Fund to the number Fifty-Thousand (50,000) shares of the par value of One-Dollar (\$1.00) each.

Now, therefore, the Trustees, hereby declare that they will hold said property so to be transferred to them, as well as all other property which may be hereafter transferred to them or which they may acquire as such Trustees together with the proceeds thereof, and all money and securities hereafter received by them in trust to manage, invest, reinvest and dispose of the same, and to collect, to receive, and distribute the income, and the profits thereof for the benefit holders from time to time of the certificate shares from time to time issued and outstanding hereunder, in the manner and subject to the stipulations, conditions and limitations herein contained to wit: