

to accept such performance as the performance of said second party.

The party party of the second part hereby reserves unto itself and excepts from this contract sufficient gas for use in drilling said lands and developing and operating the same for oil and gas ^{mining} purposes.

This contract shall be binding and in full force and effect against successors and assigns of the parties of the first part and the successors and assigns of the party of the second part.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, the day and year first above written.

(CORPORATE SEAL)

BALLINGER OIL COMPANY.

ATTEST: I. L. GREER, SECRETARY.

BY T. A. HAGLER, PRESIDENT.

(CORPORATE SEAL)

MARGARET OIL COMPANY.

ATTEST: ESTHER MAGNUSON, SECRETARY/

BY CHAS. PAGE, PRESIDENT.

STATE OF OKLAHOMA,)
: SS.
COUNTY OF TULSA.)

BEFORE ME, Claude F. Tingley, a Notary Public in and for said County and State, on this 25th, day of June 1909, personally appeared before me, T. A. Hagler, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed, of such corporation, for the uses and purposes therein set forth.

Claude F. Tingley, Notary Public.

(SEAL) My commission expires Sept. 17th, 1910.

STATE OF OKLAHOMA??)
: SS.
COUNTY OF TULSA.)

BEFORE ME, Claude F. Tingley, a Notary Public, in and for the said County and State, on this 25th, day of June 1909, personally appeared Charles Page, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his own free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Claude F. Tingley, Notary Public.

(SEAL) MY COMMISSION EXPIRES Sept. 17th, 1910.

EXHIBIT 5" THIS AGREEMENT made and entered into this 25th, day of June 1909, by and between Charles Page and John B. Jameson, partners doing business under the name of Page and Jameson, party of the first part, and the Margaret Oil Company, a corporation of Tulsa, Oklahoma, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of \$/.00 cash in hand paid, receipt whereof is hereby acknowledged, and in consideration of the performance of the covenants and agreements to be performed by the party of the second part, as hereinafter set out, does hereby agree to bargain and sell unto the party of the second part, all the gas now being produced by the party of the first part, and such as may be hereafter produced from the following described lands, to-wit:

North East Quarter (NE. $\frac{1}{4}$) of Section Seven (7), Township Eighteen (18) North, Range Twelve (12) East, in the County of Creek, State of Oklahoma.

In consideration whereof the party of the second part agrees to take and receive said gas from the lands above described, and to pay therefor to the party of the first.