

STATE OF MONTANA, TETON COUNTY SS.

On this 12 day of July A.D. 1910, before me R. Ferguson, a notary public within and for said State personally came Richard Scott, personally to me known to be the identical person whose name is affixed to the above instrument as grantor and severally acknowledged the execution of the same to be his voluntary act and deed for the purpose therein expressed.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal at Conrad Montana, on the date last above written.

(seal)

R. Ferguson, Notary Public for the State of Montana residing at Conrad in said state.

My commission expires June 29th, 1913.

Filed for record at Tulsa, Okla Jul. 20, 1910 at 8 o'clock A.M.

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

COMPANION

OIL AND GAS LEASE.

THIS AGREEMENT, Made and entered into this 24 day of June A.D. 1910 by and between Amanda Bertholf of Checotah, Oklahoma, party of the first part, and S. J. Smith and Frank Summers of Sapulpa, Oklahoma, parties of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the covenants and agreements hereinafter inserted and the sum of One dollars in hand and hereby acknowledged, has granted, demised and let unto the parties of the second part their successors and assigns, for the purpose and exclusive right of drilling and operating for and procuring oil and gas, all of the following described property, to-wit: The East 1/2 half of the South west quarter (1/4) and the South half of the North East quarter of section seven (7) Township (16) Sixteen Range Thirteen (13) North and East of the Indian Base and Meridian situated at and lying in Tulsa Co., Oklahoma, to any extent the said parties of the second part may deem advisable, together with the right to lay, erect, and maintain all necessary pipe lines, tanks, structures, rods cable and all other fixtures, and machinery used in drilling for, pumping preserving, storing and transporting the product on said premises. The parties of the second part shall further have the right of using sufficient water from the premises for operating purposes and if necessary the right to drill for it on said premises.

The parties of the second part to have and to hold the premises for and during a term of Sixty days from the 28 day of June 1910 and as much longer as oil or gas is found or produced in paying quantities thereon.

In consideration of the said grant and demise, the parties of the second part agrees to deliver to the party of the first part one eighth (1/8) of the oil realized from the premises, in tanks at the well without cost, or pay the selling price at the well therefor in cash at the option of the party of the first part. If gas is found in any well or wells, on said premises, the party of the first part is to have, upon demand, sufficient gas for domestic purposes free of charge; the remainder, with all the gas from the oil wells, to go to the parties of the second part. If the parties of the second part shall market any gas from any well producing gas only, then the party of the first part shall receive therefor at the rate of one hundred and fifty (150) dollars per annum for all gas so marketed or sold.

The parties of the second part agrees to locate wells so as not to interfere any more than is reasonably necessary with the houses on the premises.

The parties of the second part further agree that in case no well is drilled for