

October 4th, 1937.

(3) If Customer shall sell or dispose of the premises herein above described, this contract shall cease and determine.

There shall be a separate meter setting for the Tulsa County Court House, and a Separate meter setting for the Tulsa County Farm, and the gas served under this contract by Seller to Customer through each of said meters shall be billed separately, at the above rates.

(4) Seller agrees to install necessary gas lines, meter and other equipment required for the delivery and sale of gas to Customer, at Customer's premises, and agrees to make the necessary connection to the properties of Customer for the use of such gas sold. Customer agrees to provide suitable space for Seller's meters and agrees to protect them from damage or injury and to permit no person, other than an agent of Seller, to tamper with, inspect or remove same. Seller's agents shall have the right to enter Customer's premises at all reasonable hours for the purpose of inspecting, repairing, or removing its meters or any other property, and Seller shall have the right, at the termination of this contract or the discontinuance of service herein provided for, to enter Customer's premises and remove its property. Seller shall not be liable, in any event, for any defect or failure in any material or work supplied the Customer, nor for damages resulting from the use of gas by Customer or from apparatus incident to such use of gas, or by reason of the presence of Seller's property on Customer's premises.

(5) Seller shall have the right, at any and all times, without notice of any sort, to discontinue immediately, in whole or in part, the supply of gas to Customer herein provided for if, in the opinion of Seller, a continuation of supply under this contract will adversely affect, threaten or jeopardize the supply of gas to Seller's domestic consumers.

(6) It is expressly acknowledged by Customer that the supply and distribution of natural gas may be interrupted or may fail by reason of strikes, breaks in Seller's lines, accident, failure of gas supply, Acts of God, or for other reasons beyond Seller's control. If the supply of gas to Customer is interrupted or discontinued on account of any of said reasons or causes, it is agreed that Seller shall not be liable to Customer in damages or otherwise for such interruptions or discontinuance of service. Seller agrees, however, to exercise reasonable diligence in eliminating or correcting the cause for such failure of service.

(7) It is specifically agreed that the rate contained in this contract is a special contractual rate which will automatically expire and end with the billing to Customer for the month of June, 1938.

(8) Time is expressly declared to be of the essence of this contract, and the terms hereof shall bind and benefit the successors and/or assigns of Seller.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first above written.

OKLAHOMA NATURAL GAS COMPANY

By: J. H. Warden  
"Seller"

THE BOARD OF COUNTY COMMISSIONERS,

By: John H. Miller, Chairman.  
"Customer"

The Board of County Commissioners deposited on October 4th, 1937, with the County Treasurer \$1,258.86 Insurance paid on fire loss on Snake Creek School. Receipt No. 17217; also \$110.00 was deposited with the County Treasurer on September 28, 1937, Receipt No. 17196. Same were ordered filed.

Motion by Commissioner Gray, seconded by Commissioner Hopkins, that the report filed by the County Court for the month of September, 1937, be and the same is hereby accepted and filed. Upon roll call, all members voting in the affirmative, motion was by the Chairman declared carried.