

October 19th, 1936.

(5) Seller shall have the right, at any and all times, without notice of any sort, to discontinue immediately, in whole or any 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 jeopardise 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, accidents, failure of gas supply, Acts of God, or for other reason 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, 1937.

(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: W. JENNINGS YOUNG  
VICE-PRESIDENT.

"SELLER"

BOARD OF COUNTY COMMISSIONERS

BY JOHN H. MILLER

J. B. GRAY

HARRY L. HOPKINS

"CUSTOMER"

Motion by Commissioner Gray, seconded by Commissioner Hopkins, that the report filed by the County Court for the month of September, 1936, be and the same is hereby accepted and filed. Motion carried.

Motion by Commissioner Gray, seconded by Commissioner Hopkins, that the resignation of Morris L. Bradford, Deputy Court Clerk in and for the Court of Common Pleas of Tulsa County, State of Oklahoma, be and the same is hereby accepted as of October 1st, 1935. All members voting in the affirmative, motion was by the Chairman declared carried.

Motion by Commissioner Gray, seconded by Commissioner Hopkins, that the appointment of George H. Penney as Deputy Clerk in the Court of Common Pleas of Tulsa County, Oklahoma, at a salary of \$150.00 per month, effective October 1st, 1936, be and the same is hereby confirmed. Upon roll call, all members voting in the affirmative, motion was by the Chairman declared carried.

Motion by Commissioner Gray, seconded by Commissioner Hopkins, that the Bond of George H. Penney, Deputy Court Clerk, Court of Common Pleas, in the amount of \$1,000.00, written by The Ohio Casualty Insurance Company, be and the same is hereby approved. All members voting in the affirmative, motion was by the Chairman declared carried.

Motion by Commissioner Gray, seconded by Commissioner Hopkins, that the Bond of Russell L. Nixon, Deputy Court Clerk, Court of Common Pleas, in the amount of \$1,000.00, written by The Ohio Casualty Insurance Company, be and same is hereby approved. All members voting in the affirmative, motion was by the Chairman declared carried.