

Dec. 28 1906

P. B. M.
C. L.
C. L.
C. L.

Government has the name and initials.

The Contract and agreement made and entered into this, the 10th day of December, 1906, by and between J. W. Lindsey and J. W. Lindsey Gas Company of Texas, Indian Territory, parties of the first part, and the Galveston Gas Company of Texas, Indian Territory, party of the second part, witnesses:

That for and in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, and of the express consideration that the party of the second part will furnish to all parties in Indian Territory as shown by the official list of said addition for a period of fifteen years gas for heating and lighting purposes at not exceeding 20¢ per 1000 cu. ft. with a discount of 20% for prompt payment on or before the 10th of each month succeeding that in which the gas is used, and of the further consideration which is hereby made an express condition of this contract, that the party of the second part, its successors and assigns, will not attempt to conform the contract, or cancel it by, any ordinance which has been, or may hereafter be, passed by the City of Texas, Indian Territory, in case it should become a part of the incorporated City of Texas, the, laws and ordinances for a period of fifteen years into the party of the second part the express promise to give the state and alleges of the said Lindsey second addition with the gas name and initials of the party of the second part.

Now and in consideration of the above covenant granted by the parties of the first part to the party of the second part, the party of the second part expressly agrees to give with its name and initials the state and alleges of the said Lindsey second addition for gas purposes for a period of fifteen years from the 10 day of December 1906, and to charge for said gas at a rate of not exceeding 20¢ per 1000 cu. ft. for gas consumed, and to allow 20% off of said amount for prompt payment on or before the 10th of the month succeeding that in which the gas is used, and to keep the time and conditions of this contract inviolate, notwithstanding any existing or subsequent ordinance of the City of Texas, making provision contrary to and in modification of the terms of the contract.

It is expressly understood that in case said addition should become a part of the incorporated City of Texas the party of the second part, its successors and assigns, covenants and agrees that the rate of the City of Texas shall provide for a higher rate, and when any of the second part, its successors or assigns, shall commit