

And the said Oil Company hereby agrees to sell and deliver to the said Refining Company and the said Refining Company hereby agrees to purchase and receive from the said Oil Company for the period of five years from the date hereof, all the oil produced on the above described lands, up to and including Four Hundred (400) barrels per day; and the said Refining Company hereby agrees that the said Oil Company shall have the use of the said pipe line and loading appliances and facilities above mentioned for the purpose of transporting said oil to said railroad point and of delivering same to said Refining Company in tank cars to be therefurnished by or for said Refining Company, for which oil so sold and delivered to said Refining Company as aforesaid the said Refining Company agrees to pay and the said Oil Company agrees to receive and accept as payment therefor the market price as quoted by Prairie Oil and Gas Company for Kansas and Oklahoma crude oil and five cents per barrel in addition to said market price to cover transporting and delivering same at said railroad point.

And for the consideration aforesaid, the said Oil Company hereby agrees to purchase from the said Refining Company the said pipe line and loading facilities and appliances above mentioned and to pay as purchase price therefor, in the manner hereinbelow provided, a sum of money equal to the actual cost to said Refining Company of constructing and erecting said pipe line and said loading appliances and facilities; Provided, however, and it is hereby expressly agreed that the said pipe line and loading appliances and facilities shall not become the property of the said Oil Company until the said purchase price therefor shall be fully paid to said Refining Company and that until such full payment, the title to same shall be and remain in the said Refining Company.

Between the First (1st) and Fifteenth (15th) days of each and every month, a settlement shall be had between the parties hereto of all oil delivered during the preceding month to the said Refining Company by the said Oil Company, in the manner and at the place above provided, and the amount due therefor at the price per barrel above provided shall be computed and ascertained and the total amount therefor shall be paid to the said Oil Company; and the said Oil Company, after deducting the amount of royalties due for said preceding month from said Oil Company to the owner of said above described lands, as provided in the oil and gas mining lease held by said Oil Company upon said lands, and after deducting the expenses of operating said well or wells during said preceding month, shall promptly pay to said Refining Company one half of the residue of said total amount aforesaid, the same to be applied by said Refining Company as a credit upon the amount due said Refining Company from said Oil Company for account of the purchase price of said pipe line and loading appliances and facilities mentioned and described above, such payments to continue only until the same shall be fully paid for.

In the event the said Refining Company shall not have been fully paid within five years from the date hereof, the amount owed to it by the said Oil Company as and by way of Purchase price for said pipe line and loading facilities as above provided, then and in that event, the term and period of this contract shall be prolonged and extended and all the agreements herein ^{shall continue} ~~contained~~ to be performed and carried out until the payments made by the said Oil Company as above provided shall amount to the full sum and price herein agreed to be paid by said Oil Company to said Refining Company for said pipe line and loading appliances and facilities.

And the said Oil Company hereby further expressly undertakes and agrees that, in accordance with the terms and conditions of this contract, it will deliver to the said Refining Company exclusively the entire ³ output and production from said above described lands, up to the amount of Four Hundred (400) barrels per day, during the continuance of this contract