

gas available or obtainable by virtue of its said contract with The Henry Oil Company, not needed by the party of the first part; and for such purpose hereby assigns, sells and transfers said contract and all the rights privileges and powers reserved therein to take and receive gas thereunder from said The Henry Oil Company or any leases therein named or since acquired by said Company upon the following terms and conditions, to-wit:

IT IS AGREED That from and after September 1st, 1910, and during the tenure of this contract, the party of the second part shall be entitled to take and receive all gas available or obtainable by virtue of said contract of The Henry Oil Company not needed by the party of the first part, and shall be required to take sufficient gas to make the total quantum of gas taken by the parties hereto jointly thereunder equal to an average minimum daily consumption of five million cubic feet; and, for the six months ending March 1st, 1911, the party of the second part may take an average minimum daily production of at least eight million cubic feet and all in excess thereof available under said contract not needed by the party of the first part; and from and after March 1st, 1911, the party of the second part shall be entitled to take an average, minimum daily production equal to the average daily consumption of such gas by the party of the second part for said six months ending March 1st, 1911: PROVIDED, such average daily consumption shall not exceed eight million cubic feet, if said excess over and above said eight million shall be needed by the party of the first part.

Second party agrees not to sell or deliver gas reserved for its use under said contract of The Henry Oil Company to any other person, firm or corporation, or to allow or consent to the sale or delivery thereof except to consumers located within a radius of ~~seven~~ <sup>seven</sup> miles from the center of the town of <sup>Oklahoma</sup> Nowata. It Being mutually understood that the party of the first part shall neither sell nor deliver said gas to any other party to be transported out of said territory adjacent to Nowata, and that the first party may supply consumers beyond said radius, within one mile of its truck line leading from Nowata to the Annie Hummingbird Lease on the E $\frac{1}{2}$  - SE $\frac{1}{4}$  - SW $\frac{1}{4}$  - and  $\frac{1}{2}$  - SE $\frac{1}{4}$  Section 18 Township 24 N. Range 14 E. of the Indian Meridian in Washington County, Oklahoma payments for all gas taken or received and accepted by the party of the second part hereunder shall be made at the time and in the manner provided by said contract between The Henry Oil Company and the party of the first part herein, and may be made direct to the The Henry Oil Company on account of said contract, and the receipt of said The Henry Oil Company shall be conclusive proof of such payment and deemed to be payment to the party of the first part hereunder.

*may be taken from any lease from which party*  
All gas delivered to the party of the second part hereunder of the first part is or may be entitled to take or receive gas under its said contract with The Henry Oil Company; and all connections, pipe lines and meters therefor shall be furnished, installed and maintained by the party of the second part; all gas shall be metered by standard meters and corrected to the pressure used in measuring the gas under said contract with The Henry Oil Company; and the parties hereto agree to be governed and bound in all respects hereunder in reference to the deliver and consumption of such gas and the rights thereto as provided by the aforesaid contract of the Henry Oil Company