

"X" THIS AGREEMENT, made and entered into in duplicate in Chicago, Illinois, this twenty-first day of December, A.D. 1905, by and between THE HENRY OIL COMPANY a corporation organized and existing under the laws of the State of South Dakota, hereinafter called the party of the first part, and THE CITIZENS GAS COMPANY of Nowata, Indian Territory, a corporation organized and existing under the laws of Indian Territory, hereinafter called the party of the second part.

WITNESSETH: That the party of the first part represents that it is the owner of about forty-five hundred (4500) acres of oil and gas leases in the Cherokee Nation, Indian Territory, much of which land is underlaid with valuable gas deposits, a description of the said leases by the party of the first part being hereto attached and marked "Exhibit A" and made a part hereof.

First party represents that it now has a number of gas wells drilled on some of its said leases, that said wells now have a daily capacity of about 120,000,000 cubic feet of gas, and,

WHEREAS, the party of the first part desires to market its said gas already produced, and desires to find a market for its gas which underlies the remaining portion of its said leases, and;

WHEREAS, the party of the second part is a large consumer of gas, and desires to purchase gas from the party of the first part;

NOW, THEREFORE, in consideration of the terms, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

The party of the first part agrees to sell to the party of the second part, and the party of the second part agrees to purchase from the party of the first part, a minimum amount of 3,000,000 cubic feet of gas per day at two cents (2¢) per 1,000 cubic feet, measured by the Westinghouse Gas Meter, or other reliable standard gas meter, delivered to the party of the second part at the wells of the party of the first part, located on the Annie Hummingbird Lease in Sec. 18, E. 24, N. R. 14 E. of the Indian Meridian, Cherokee Nation, Indian Territory, a more minute description of said lease being shown in the exhibit attached hereto, marked "Exhibit A"; said gas to be measured and metered at Nowata, I.T. and paid for by the party of the second part according to the amount delivered and metered to the party of the second part at Nowata, I.T.

It is agreed and understood that the party of the second part will begin consuming said gas on or before the first day of September, A.D. 1907, at which time the party of the second part agrees to consume and take and pay for the entire amount of 3,000,000 Cu. ft. per day and the second party agrees and covenants with the first part that if, for any reason, it fails or refuses to take and consume the said 3,000,000 cu. ft. of gas per day, beginning the first day of September, 1907, that it will pay or cause to be paid to the party of the first part, the amount of two cents (2¢) per 1000 cu. ft. of gas, whether used by it or not, and will continue to make such payment regardless of whether said gas is consumed by said second party or not.

The party of the second part further covenants and agrees to purchase from the party of the first part, any pay for same at the rate of two cents per 1000 cu. ft. and additional amount of 2,000,000 cu. ft. of gas per day, said gas to be delivered to the party of the second part in the same way and metered in the same manner that the said 3,000,000 cu. ft. of gas is metered and delivered to the party of the second part, and agrees and binds itself to use and pay for the said additional amount of 2,000,000 cu. ft. of gas, on or before the first day of