

use and benefit of the party of the second part for the use of the party of the second part between the first day of Sept., 1907, and the first day of March 1911, not less than 50,000,000 cu. ft. of gas per day, which amount of gas shall remain intact and as a reservation for the party of the second part.

It is agreed and understood between the parties hereto that the gas delivered to the party of the second part shall be dry and merchantable quality, and first party covenants and binds itself, its successors and assigns to deliver to the party of the second part only dry gas of merchantable quality, and agrees with the party of the second part that the daily average pressure at the wells of the party of the first part shall be not less than 300 pounds rock pressure to the square inch, and said pressure shall continue and be maintained at all times until September 1, 1917.

Party of the second part agrees with party of the first part that if any break or leak occurs in the line of the party of the second part between the wells of the party of the first part and Nowata, I.T., it will cause said break or leak to be repaired within twelve hours from the time it is notified that said leak or break is in said line, and upon the failure of the second party ~~and upon the failure of the second party to repair said leak or break in said line~~ to repair said leak or break in said line, the party of the first part is given the right and privilege to repair said leak or break and charge the same to the party of the second part, or the party of the first part shall have the right and privilege after the second party is notified that said leak or break is in said line and fails to repair same, to turn off its said gas from said line until said leak or break is repaired by the party of the second part.

It is agreed and understood that if a bad break occurs in the lines, causing great loss of gas, party of the first part shall have the right forthwith to shut off the entire supply of gas until said break can be repaired.

The party of the second part agrees to inspect the lines for the purpose of discovering any leak or break in same, at frequent intervals.

Party of the second part agrees to bury its pipe lines through which it transports gas purchased from the party of the first part, not less than 20 inches below the surface of the ground, but it is agreed and understood that in crossing any rivers or creeks, said lines shall be placed and laid where same is most practicable. The party of the second part also agrees wherever necessary to put in drips for the purpose of drawing water and other liquid from the line.

It is understood and agreed between the parties hereto that in the event gas in paying quantities is found by party of the first part on any of its leases nearer to Nowata, I.T. than the Annie Hummingbird Lease, located in Sec. 18 T. 24 N.R. 14 E. of the Indian Meridian, then the party of the second part shall have the right and privilege to connect its said line or lines to said wells located nearer to Nowata, I.T. than the wells on the Annie Hummingbird Lease, but it is agreed and understood that the party of the second part will not have to transport its gas at any ~~time~~ longer distance than from the wells on the Annie Hummingbird lease to Nowata, I.T.

It is understood and agreed that if the party of the second part lays its said lines to receive gas purchased from the party of the first part <sup>to</sup> the Annie Hummingbird Lease, then gas will be delivered by the first party to the second party on the Annie Hummingbird Lease, and second party will not be re-