

quired to lay its lines to any other wells except the wells on the Annie Hummingbird Lease unless second party elects so to do.

It is understood and agreed that on or before the first day of September, 1907, the party of the first part will make at least one test well on its lands nearer Nowata, I.T. than the Annie Hummingbird Lease, and if gas is found in paying quantities on said land or lands located nearer Nowata than the Annie Hummingbird Lease then the first party covenants agrees and binds itself to deliver gas from said well to second party, and in the failure of the said wells to supply second party with sufficient gas under this contract, then second party agrees to build its pipe line from said wells to the Annie Hummingbird Lease and receive gas on said Lease, which gas is to be supplied to party of the second part by party of the first part from the Annie Hummingbird lease, or from the other leases and lands controlled and operated by party of the first part.

It is understood and agreed that the party of the first part will not transport its said gas from any of its said leases, or sell to anyone for the purpose of transporting same to any point on the Iron Mountain Road between Watova, I.T. and Nowata, I.T., or for gas to supply either of said towns or any factories located at either of said places or along said line of railway between said towns.

It is understood and agreed that the party of the first part shall have the right and privilege to deliver gas to the party of the second part at any place on its lines between Nowata, I.T. and the land of the Annie Hummingbird Lease.

It is agreed that the reservation of gas shall be from the Annie Hummingbird Lease providing party of the second part runs its line from Nowata, I.T. to the Annie Hummingbird Lease, and in the event that the land fails to produce the required amount on the Annie Hummingbird Lease after reservations are made as hereinbefore provided, then party of the second part covenants and agrees to run its line to another wells of party of the first part, providing said wells are nearer Nowata, I.T. than the Annie Hummingbird Wells.

It is understood and agreed that party of the first part shall have at all times ingress and egress to the Regulator House of the party of the second part, which Regulator House contains the meter or meters through which gas is measured that is purchased from party of the first part by party of the second part, and first party shall have the right and privilege to employ anyone to look after said meter or meters and see that same is not tampered with in any way by party of the second part or any of its agents or representatives.

It is understood and agreed that second party will pay for all gas purchased from party of the first part on or before the 10 day of the month after said gas is delivered to party of the second part, and second party agrees to pay the amount to the first party for said gas according to the amount taken or agreed to be taken, without any deductions whatever.

It is agreed and understood that this agreement and contract shall continue in force and effect for the period of thirteen (13) years from date hereof and shall be binding upon the successors and assigns of the parties