

of which contracts being hereto attached and made exhibits to this contract for the purpose of identification only; and

WHEREAS: The party of the second part is desirous of purchasing all of said gas pipe lines, together with the appliances, fittings and connections incident thereto, and the rights of way belonging to the party of the first part, as aforesaid, and occupied by said pipe lines; and,

WHEREAS: The party of the second part is desirous of purchasing the gas produced by the party of the first part from said ^{and also from lands} above described lands controlled by party of the first part under said contracts with certain companies and individuals, shown by exhibits attached. /

NOW, THEREFORE, The parties hereto, in consideration of the covenants and agreements hereinafter set out, and the considerations herein named, do contract and agree as follows, to-wit:

First: The party of the first part, for and in consideration of the sum of Thirty Eight Thousand Six Hundred and Fifty Nine and 16/100 (\$38,659.16) Dollars payable as hereinafter set out, and in consideration of the covenants and agreements to be kept and performed by the party of the second part, as hereinafter set forth, does hereby grant, bargain, sell and convey unto the party of the second part ^{copy this} ~~all~~ of the above described gas pipe lines, together with all the right, title and interest of it in and to said lines, and all appliances, fittings and connections incident thereto, and does hereby assign ^{and} all rights of way owned, held or controlled by it and now occupied by the said gas pipe lines. It being understood by and between the parties to this contract, that the said \$38,659.16 is not paid and to be paid solely for said pipe lines, appliances, fittings, connections incident thereto, and rights of way, but is also for and in consideration of the right and privilege given hereunder to party of the second part of taking and buying the gas from party of the first part under the terms provided in this contract. "

PROVIDED HOWEVER, That Whereas, a portion of the above described gas pipe lines was constructed and put in operation by the Gulf Pipe Line Company, under a contract between the party of the first part herein and the said Gulf Company; said contract ^{being} dated the 16th, day of January 1908, and in which it was agreed that the Gulf Company should construct said line at its own expense, the reasonable cost thereof being the sum of \$26,067.47, and that the party of the first part herein should furnish to the Gulf Company, gas for the use of said Company, at the rate of three cents per Thousand feet, and that the amount of money becoming due and payable to said first party herein for gas so furnished, should be applied upon the payment to the Gulf Company of the cost of said pipe line as aforesaid, until the said cost was fully paid, and that upon said payment the said line should become the property of the first party herein.

NOW, THEREFORE, It is agreed by and between the parties to this instrument that the sale and conveyance herein set out, from the first party to the second party, is made subject to the ^{certain} contract with the said Gulf Company, and the party of the second part hereby assumes and obligates himself to keep and perform and carry out all of the terms of the said contract to be kept and performed by the party of the first part herein, except the following provisions of said contract between the first party herein and the Gulf Pipe Line Company. to-wit:

THIRD: It is further agreed and stipulated by and between the parties hereto, that the party of the first part shall continue to develop said above described lands for the production of gas during the life of this contract whenever the needs and requirements