

and free from cost and expense to the party of the first part, any and all suits the Queen City Oil & Gas Company, its successors or assigns, may institute against the Margaret Oil Company, or against the Margaret Oil Company and the party of the second part, jointly, for the purpose of enforcing the contract between the said Queen City Oil & Gas Company and party of the first part, in law or equity; and party of the second part agrees and binds itself to pay the cost, from time to time as incurred, and to hold said first party free from all damages or loss arising therefrom. And the party of the first part agrees to immediately and forthwith notify the party of the second part of any and all suits or actions instituted against it ^{by} the Queen City Oil & Gas Company.

It is further provided ^{herein} and agreed herein that if the Queen City Oil & Gas Company, has an enforceable contract as shown by Exhibit "X" the party of the second part shall in no event be required to furnish to the Queen City Oil & Gas Company, gas from any of the lands of the Margaret Oil Company, not listed, described or referred to in said instrument and shall not, unless directed by the Courts, be required to furnish gas from the lands described in the contract shown by exhibits hereto attached, dated June 25th, 1909, under which contracts the Margaret Oil Company obtained the right to take gas, said contracts being marked Exhibits 1, 2, 3, 4, 5, 6, 7, 8 and 9.

THIRD: This contract is subject to the following general provisions, and the considerations herein named:

(a) The party of the first part agrees to sell to the party of the second part all of the gas produced from the lands above described, and from the lands controlled by the party of the first part as herein stated, except as in this instrument provided, and the party of the second part agrees to take from the party of the first part and from the March Oil Company, a Corporation of Tulsa, Oklahoma; Charles Page and R. A. Josey, partners under the firm name of Page & Josey; Tithing Oil Company, a corporation, of Tulsa Oklahoma; Ballinger Oil Company, a corporation, of Tulsa, Oklahoma; Charles Page and ^{doing business as Charles Page and John B. Jameson} John B. Jameson; Charles Page and Henry Hornecker, partners doing business as Page & Hornecker; Omega Oil Company, a corporation of Tulsa, Oklahoma; W. E. Page and Charles Page, pursuant to the terms of a certain contract made and entered into by and between the last named companies and individuals, and the party of the first part hereto, a copy of which contracts are hereto attached and made a part hereof, at least 75% of all gas sold, used or consumed by the party of the second part, and the party of the second part agrees to pay for said gas taken from the party of the first part herein, and the companies and individuals herein named, pursuant to said contract herein referred to, at the rate of Two (2) cents per thousand cubic feet, meter measurement, said measurement to be determined and computed according to the reading of the meters used by the party of the second part in supplying said gas to the users and consumers thereof.

PROVIDED, it is agreed that the party of the second part shall pay for gas received pursuant to this instrument and the contract in this paragraph referred to, from Township Nineteen (19) Ranges Eleven (11) and Twelve (12) after the expiration of two years from the date of this instrument, the sum of Three (3) cents per thousand cubic feet, meter measurement; except, that so much of said gas as may be necessary for the party of the second part to use in carrying out this contract in this agreement referred to between the first part, the Gulf Company, and the Queen City Oil & Gas Company, shall be paid ^{for} at the rate of two (2) cents per thousand cubic feet, meter measurement, as the same is delivered to the Gulf Pipe Line Company and the Queen City Oil & Gas Company; the gas not included in the exception immediately preceding shall ^{be} measured by meters so placed