

party of the first part agrees to pay for amount yet due on a cash basis, party of the second part to be the legal owner of said 3" pipe until same is fully paid for.

The undersigned, Margaret Oil Company, its successors and assigns, hereby warrants that it has good right and sufficient title to all of said gas it furnishes, and will protect you in any adverse claims that may arise.

Yours truly 'signed)

Accepted: The Texas Company,

Margaret Oil Company, by Chas. page, Pres.

By M. Moran.

A G R E E M E N T.

THIS AGREEMENT, made and entered into on this 27th, day of August 1908, by and between the Margaret Oil Company, a corporation of Tulsa, Oklahoma, party of the first part, and the Queen City Oil & Gas Company, a corporation of Sapulpa, Oklahoma, party of the second part

WHEREAS, the party of the first part is the owner of certain oil and gas mining leases and rights as to lands lying and being situate in what was formerly the Creek Nation, State of Oklahoma, and,

WHEREAS, the party of the second part is desirous of securing gas produced on said lands.

NOW, THEREFORE, the parties hereto stipulate, covenant and agree as follows:

That the party of the first part shall for the purpose of the fulfillment of the terms of this agreement, on or before the first day of October 1908, at its own and sole expense, construct a three '3' inch pipe line, which said pipe line shall at its terminus point to be selected by the party of the first part, which said point shall be within the confines of the property of the Richardson Refining Company of Sapulpa, Creek County, State of Oklahoma: provided, However, that in the event of unavoidable delay and the period of time for the construction of the said pipe line may be extended for a reasonable length of time beyond the said first day of October 1908, as aforesaid.

Party of the first part further agrees to install at a point 500 feet from the plant of the Richardson Refining Company a standard gas meter, for the purpose of accurately determining and computing the amount of gas delivered and sold by the party of the first part to the party of the second part at the said point, to which said meter and pipe lines the party of the first part shall at all times have convenient access.

Party of the first part further covenants and agrees that up and until twelve (12) months from the date of the beginning of the delivery and sale of gas to the party of the second part. It will deliver at said terminus gas of the volume of two million (2,000,000) cubic feet per diem, at eight ounce pressure. Provided, always, that this stipulation is made subject to certain contracts heretofore made and entered into with the Gulf Pipe Line Company and with the Texas Pipe Line Company, that is to say that the party of the first part will daily deliver the amount of gas as hereinbefore set out, save and except when such amount of delivery be made impossible, because of the quantity of gas purchased from the party of the first part by the said Gulf Pipe Line Company and the Texas Pipe Line Company, by virtue of the contracts made heretofore, as aforesaid.

Party of the first part agrees to establish a good and sufficient drip to drain out water and gasoline, so that gas may be delivered to the party of the second part, as aforesaid, in a dry and merchantable and suitable condition.

It is expressly agreed that during the life of this contract the party of the second part shall have the exclusive right to supply with gas the various townsite additions to the City of Sapulpa, State of Oklahoma (these not included in the original townsite of Sapulpa as defined by the United States government survey thereof) the foregoing stipulations being qualified and limited to the power of the party of the first part so to