

contract: provided however, that in the event of failure by the party of the second part to within a period of twelve months (12) from the date of the beginning of the delivery and sale of the gas to the party of the second part, as aforesaid, lay sufficient pipe line for supplying said additional with gas, then shall this exclusive right to the party of the second part to supply with gas the said townsite additions be of no force or effect, and further, provided that good faith be the essence of this stipulation.

It is mutually agreed and stipulated that the party of the second part shall pay to the party of the first part for all gas delivered to the party of the second part, as aforesaid, the sum of three (3) cents per thousand (1000) cubic feet, the payment for the same to be made to the party of the first part on the 15th, day of each and every succeeding month.

It is agreed that the average volume of gas daily consumed by the party of the second part up and until twelve (12) months from date of the beginning of the delivery and sale of gas to the party of the second part, same not to exceed two Million (2,000,000) cubic feet per diem, shall be the maximum quantity which the party of the second part can, at any time procure from the party of the first part up and until the termination of this contract on the first day of January 1914: Provided however, that this stipulation is subject to the terms and conditions of this agreement and hereinbefore and hereinafter set forth.

It is agreed by and between the parties hereto that on the termination of this contract on the first day of January 1914, this contract may be extended for such length of time as may then be agreed upon, save and except that the consideration for said gas be agreed upon at a sum not to exceed ten (10) cents per thousand (1000) cubic feet, and in the event of failure of the parties hereto to mutually agree upon a consideration for the sale and purchase of said gas, that the party of the first part hereto agrees to buy from the said party of the second part, the gas pipe line, in place, possessed by the party of the second part, and that the party of the first part shall pay therefor the actual cost of the necessary material therefor, and of the necessary labor in the construction and laying thereof; and that no interest is to be computed as to money so expended by the party of the second part.

The party of the second part expressly warrants, stipulates and agrees that the Richardson Refining company of the City of Sapulpa, State of Oklahoma, shall use no gas for whatsoever purpose, except such gas as may be delivered to the party of the second part by the party of the first part according to the terms and conditions of this agreement: Subject always to the fulfillment by the party of the first part of the terms and conditions of this contract:

And it is further expressly agreed that the average daily consumption of gas consumed by the party of the second part during the first twelve (12) months succeeding the date of the beginning of the delivery and sale of gas, as aforesaid, shall be the maximum amount of gas to be daily supplied by the party of the first part during the second succeeding twelve (12) months; and the average daily consumption of gas during the said last named twelve (12) months shall be the maximum of the daily amount of gas to be supplied to the party of the first part during the next succeeding twelve (12) Months, and so shall this system of computation of the amount of gas to be daily supplied proceed and continue until the expiration of this contract, and further the party of the second part shall pay to the party of the first part the said three (3) cents per thousand (1000) cubic feet for such gas only as is actually taken by the party of the second part, under the terms of this contract.