

as may be drilled by said second party under this contract, that the said first party shall not thereby be or become liable to pay in cash for said deficiency as said expenditures of the party of the second part are only to be paid in gas, as herein stipulated but if by reason of the exhaustion of its supply of gas, the first party shall not be able to furnish sufficient gas under this contract to repay to the second party the money expended to build said pipe line or to drill said wells, then the party of the first part shall have the right to pay to the second party the amount remaining unpaid under this contract and on so doing the said line shall be and become the property of said first party.

It is further understood and agreed on by and between the parties hereto that this contract and agreement is to remain and be in force and effect so long as gas is produced or can be produced in paying quantities on the above described lands not exceeding the life of the lease on said land) and that the party of the second part, so long as the party of the first part is able to furnish gas from said land in accordance with the terms of this contract, up to one million (1,000,000) cubic feet daily shall purchase all the gas up to said amount used by it