

said gas contract on said wells is injuring the oil production, then by mailing a notice to party of the second part, the party of the first part may, after 30 days terminate this contract. Party of the second part shall be allowed to remove from said premises all equipment placed thereon by it, contemplated or called for by the terms of this contract.

3: It is understood and agreed that in the event of fire, flood, strikes or other happenings beyond the control of the second party, in carrying out the terms of this contract, that it shall not be held liable for any of the terms of this contract.

4: On or before the 15th day of each month party of the second part agrees to pay to party of the first part for the casinghead gas utilized by it during the preceding calendar month on the following basis: At one-half the average Tulsa Wholesale market price per gallon for Natural gasoline, per thousand cubic feet.

5: Second party shall install at its own expense, a meter or meters for the measurement of said gas, lay and maintain all necessary lines connecting its gasoline plant with the wells of the party of the first part and make its own connections to said wells at its own expense, also lay and maintain the necessary line to return to the party of the first part at a point on said lease premises to be designated by the party of the first part, all gas remaining after the same is treated in the plant or plants of the party of the second part, except such gas as party of the second part may require for use as fuel in the operation of said plant or plants and shall keep said meters and lines in first class order and working condition. In case said meter or meters shall fail to register the correct volume of gas purchased from first party, then the amount of gas used by said second party during the time said meters are defective shall be determined by taking the average daily amount of gas purchased by second party from first party from said lease during the preceding thirty days when the meter or meters properly registered the volume of gas and multiply said average daily production by the number of days the said meter or meters did not properly register the volume of gas transmitted. The gas shall be delivered to second party at a pressure of eight ounces per square inch. In case the pressure shall be greater or less, than the proper multiplier shall be used in order to reduce the volume, on which payment is made to a basis of eight ounces per square inch. The meters are to be read under the rules, methods and instructions of the Metric Metal Works for the correct reading of such meters. In case either of the parties shall be dissatisfied with the measurement of said meters, said party shall have the right, at his own expense, to test the same.

To the faithful performance of each and every covenant of this contract, the parties hereto bind themselves, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and date first above mentioned.

Attest:

J. B. Allan

A. Secretary

(CORPORATE SEAL)

Illinois-Kansas Oil & Gas Company,

By S. A. Leavitt

Party of First Part.

S. A. Leavitt

Party of Second part.

State of Oklahoma,)
County of Tulsa.) SS:

Before me, the undersigned, a Notary Public, and for said County and State, on this 15th day of July, 1922, personally appeared S. A. Leavitt to me known to be the identical person who subscribed the name of the party of the second part to the within and foregoing