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THIRD. First party agrees, in the event that any additional wells are drilled on the said premises above referred to, which wells produce dry and merchantable natural gas at a rock pressure of more than 100 pounds, that the second party shall have the first option of purchasing said gas.

X FOURTH. First party agrees to pay all royalties and rentals which may be come due, or which may hereafter accrue under the leases or leaseholds described or enumerated in said Schedule "A" and to comply with each and every other covenant, condition and agreement contained in said leases. (Approved 10/24/22 G.M. Garlock)

FIFTH. Second party agrees to take and receive said gas through gathering pipes to be laid by it, and the amount taken is to be measured through and determined by standard proportional or orifice meters to be furnished by second party, which said meters shall be located at such places as may be agreed upon between the parties; and the first party covenants that second party is entitled under provisions of each and every one of said leases to lay the gathering pipes herein referred to and to install the said meters.

SIXTH: Second party agrees to take at lease one-half million cubic feet of dry and merchantable natural gas per day provided the said wells specified in paragraphs First and Second hereof produce at least two million cubic feet of such gas per day, open flow; and said second party further agrees that it will pay at the price hereinafter stated for at least one-half million cubic feet per day, whether that amount of said gas is taken or not, provided the said wells produce at least two million cubic feet per day of said open flow dry and merchantable gas. If, however, the said wells specified in paragraphs First and Second hereof do not produce two million cubic feet of said open flow of dry and merchantable gas per day, second party agrees to take one-quarter of the amount of such gas as is produced each day, and to pay for the same at the rate hereinafter stated, except as hereinafter provided.

SEVENTH: Second party agrees to pay for the said gas at the rate of seven cents (7¢) per thousand cubic feet, payments to be computed upon a two pound pressure basis, which payments shall be made to first party on or before the 20th day of the month succeeding the month during which such gas is taken. And second party further agrees to commence taking such gas from said wells not later than twenty days from the date of the delivery of this agreement.

EIGHTH: It is further understood and agreed between the parties when the total open flow volume of dry and merchantable gas produced from all the wells upon the leasehold estates, covered by this contract, falls below one million cubic feet per day then this contract shall terminate and the rights of the parties thereunder shall expire without any notice on either side.

NINTH: Second party agrees, at its own expense, to bail sufficiently to maintain in good condition the wells which are now drilled, or may hereafter be drilled on the premises, and from which the second party is receiving gas, during the period that second party takes or receives said gas from such wells; second party also agrees to remove within sixty days after the termination hereof, all of its property from the premises above referred to.

TENTH: It is further mutually agreed between the parties hereto that neither party shall be liable for failure to comply with the terms of this contract when prevented from so doing by fire, strikes, and acts of God or public enemies, accidents, repairs, or other causes beyond their control, or in case the works of said party are shut down, partially or wholly due to lack of gas, ore, or coal; provided, however, that if second party's plant is shut down for any causes except those specified in this paragraph, then second party shall not be obliged to take any gas hereunder or make any of the payments herein provided for, but in such case first party may terminate this agreement upon giving to second party thirty days previous notice in writing of its intention so to do.