

atmospheric pressure in accordance with daily meter readings, using the proper multipliers for vacuum and pressure. Seller shall have the right to inspect and test said meter in the presence of Buyer and be present when readings are taken. If meter becomes inoperative or shows reasonable evidence of registering in accurately at any time, Buyer shall test said meter and restore it to operation and accuracy without unnecessary delay. If said meter is found by any test demanded by seller to be accurate within three per cent (3%), Seller shall pay all expense of said test. Settlement for gas for any period of inoperation or in accuracy of measurement, shall be in accordance with the average readings taken during the last preceding thirty days when the meter was registering accurately.

-VII *

RESIDUE GAS; Buyer shall return residue gas to the nearest convenient point on the boundary line of said lands for lease operations and economical domestic or other use in developing said leases, after gasoline extraction and reasonable plant use. Any utilization by Seller of gas so returned shall be at Seller's risk. Seller may retain an amount of gas from said oil wells necessary for lease operation and economical domestic use if the amount of gas returned is insufficient,

-VIII -

TANK VAPORS; Should any new wells be drilled in, arrangements are to be mutually agreed upon for the use of the tank vapors, after said wells are in operation.

-IX -

VACUUM; Buyer shall maintain a Vacuum if seller desires same but if no vacuum is desired buyer agrees to install Davis regulators to protect said wells from any vacuum created by the operation of the plant machinery.

-X-

AIR IN GAS; Seller agrees to use due care in the operation of said wells, keeping the casings and casingheads and any lines or other equipment belonging to Seller sufficiently tight to reduce to a minimum the amount of air in said gas, and when any well or wells are taken out of service for repair, Seller shall shut off the same from Buyer's gathering lines by suitable stopcocks. Buyer may test said gas for air at any time, standard apparatus for this purpose, and if a series of four tests, each made at the meter measuring said gas approximately one week apart in any one month, shows an average air content in excess of fifteen (15%) per cent, the percentage of excess may be deducted from the gas volume to be paid for. Buyer may cease to take and pay for gas if air exceeds thirty (30%) per cent due to leaky equipment controlled by Seller, it being understood that Buyer shall have the right to resume taking and paying for said gas at any time, and shall resume upon reduction of air to thirty (30%) per cent, or less. and that Seller shall use all reasonable means to make such reduction without delay,

-XI*-

PLANT SUSPENSION; Buyer shall not be required to take or pay for gas not utilized any period of plant suspension due to fires, floods, lack of water, winds, lightning, strikes, accidents or any circumstances beyond Buyer's control; nor shall Buyer be required to take or pay for said gas during such period of plant suspension due to depressed gasoline market conditions or depletion gas supply, except that if the taking and paying for said gas should not be resumed within ninety days from the date of such suspension, this contract shall be null and void to both parties.

-XII -

UNPROFITABLE GAS ; Buyer shall not be required to take or pay for any gas too lean for profitable utilization or which is otherwise unprofitable in manufacturing gasoline at the plant utilizing gas taken under this contract. This clause, however, is not to be