

Sixth: That vendee shall return to the vendor, at such point or points on the land above described as shall be designated by vendor, all of the residue gas which remains after reasonable plant use and after the gasoline has been extracted from the gas originally taken from the wells of vendor; provided, however, that if the residue gas so returned shall not be sufficient for the operation of said lease of vendor for oil and gas mining purpose, and for the furnishing of gas to the lessors in said lease as above provided, then in that event, vendor shall have the right to use so much of the original gas as may be necessary for the operation and development of its said leasehold estate as aforesaid, and the fulfillment of the terms of said oil and gas mining lease.

Seventh: That unless terminated as hereinafter provided, this contract shall remain in full force and effect until such time as the oil and gas mining lease or any extension or extensions thereof now owned by vendor and covering the land above described, shall terminate according to the terms thereof, or by operation of law, or by the acts or omissions of the parties hereto, or any of them, it being understood and agreed that unless otherwise terminated, as hereinafter provided, the term of this agreement is to be coextensive with the terms of the oil and gas mining lease covering the land above described.

Eighth: That if at any time after one (1) year from the date of this agreement, either of the parties hereto shall give to the other party hereto sixty days' written notice, by registered mail, of its desire to terminate this agreement, and shall state in said notice the date it desires that this contract shall be so terminated, that then and in that event the obligations, stipulations, covenants, and conditions herein contained and set forth shall, upon the effective date stated in said notice, cease to be of any binding force and effect upon the parties hereto, and this agreement shall upon said date be terminated.

Ninth: That vendee shall have the right so far as vendor has such right, to place, erect, operate and maintain on the property above described all materials, gathering lines, and other equipment and structures necessary or proper for the performance by vendee of the terms of this agreement, and vendee shall have full right of ingress and egress in, to and upon said lands above described, for the purpose of inspecting any material, gathering lines, and equipment, and for the purpose of transporting and removing the same, it being expressly understood and agreed that vendee shall have the right to remove from said lands at any time prior to and at any time within sixty days subsequent to the termination of this agreement, any and all personal property placed upon said land by vendee.

Tenth: The vendee agrees to assume and protect vendor from any and all liability for damages or injury to property or person, which may result from the operation of such vendee, under this contract, on the land above described.

Eleventh: That vendor shall be under no liability to vendee for failure to deliver casinghead gas or other gas under this agreement, and vendee shall be under no liability to vendor for failure to receive casinghead gas or other gas under this agreement, when such failure is due to the rules, regulations, or orders promulgated by the Corporation Commission of the State of Oklahoma, or by any Commission or governmental agency of the State of Oklahoma, or of the United States, or when such failure is due to the action, judgment or decree of any court or courts which forbid or prevent vendor from delivering all or any part of said gas, or when such failure is due to strikes, fires, floods, riots, act of God or the public enemy, or other causes over which vendor has no control, and which affect the vendor, provided, however, that in the event any of the causes specified generally or specifically herein forbid or prevent vendor from delivering or vendee from receiving all or any part of said gas, this contract shall not thereupon be terminated, but that vendor and vendee shall only be relieved from the obligations herein imposed during the period of time they or