

COMPARED

That on or before the 20th day of each month vendee shall make payment to vendor for the said gas delivered during the preceding month. The price to be paid for each one thousand cubic feet of gas, measured at a pressure of four (4) ounces above atmospheric pressure per square inch, shall be based on the table attached marked "Exhibit A" and made a part of this agreement. Column marked gasoline "Price per gallon" is understood to refer to the average price received by vendee for gasoline sold during said month from plant of vendee utilizing said gas;

PROVIDED, HOWEVER, that if such average price shall at any time or times be less than the average price quoted in the magazine known and entitled "National Petroleum News," for 72-78 Grade "A" natural gasoline during the month in which the gas for which payment is to be made was delivered by vendor and received by vendee under this agreement, that then and in that event the price or prices received by vendee for its gasoline, which shall be less than the average price so quoted in said "National Petroleum News" for 72-78 Grade "A" natural gasoline, shall not be used for the purpose of determining the "Price per gallon" as used on the chart attached hereto and marked "Exhibit A", but said average price shall be determined for the purpose of this contract by averaging only those prices received by vendee equal or exceeding the price so quoted in said "National Petroleum News" for 72-78 Grade "A" natural gasoline. It is further provided that if during any month vendee shall fail or be unable to sell any gasoline at its plant that for that month the column marked "Price per gallon" on the chart attached hereto marked "Exhibit A" shall be understood to refer to the average price quoted in the magazine known and entitled "Natural Petroleum News" for 72-78 Grade "A" natural gasoline;

That if the gasoline content per thousand cubic feet as herein provided for shall be found to be a fractional quantity between one and one and one and one-fourth gallons per one thousand cubic feet the vendee shall pay the vendor at the rate designated for gas of a gasoline content of one gallon per one thousand cubic feet; if a quantity between one and one-fourth gallons and one and one-half gallons, at the price designated for one and one-half gallons, and likewise in each case where the gasoline content is a certain number of gallons plus a fractional part of a gallon per one thousand cubic feet, the vendee shall pay at the rate designated in said "Exhibit A" which is the nearest to the gasoline content as shown by said test.

FIFTH: That vendee shall at its own expense install sufficient machinery and equipment to maintain a vacuum on the wells on the lease above described equal to the vacuum maintained on any of the adjoining leases; PROVIDED, HOWEVER, that the amount of vacuum to be carried shall at all times be determined by vendor, and that no change in vacuum shall be made by vendee without notification to vendor, and without the consent of vendor.

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 purposes, and for the furnishing of gas to the lessors in said lease as above provided, then and 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