

said lands for lease operations and economical domestic use, 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. COMPARED

Tank Vapors

VIII.

Buyer may at his option install apparatus acceptable to Seller on Seller's flow and storage tanks for the purpose of saving and utilizing vapors from said tanks in the manufacture of gasoline, and said vapors, if so utilized, shall be metered and tested for gasoline content in accordance with the method herein provided for, but any such taking of vapors shall not conflict with the rules and regulations of any pipe line company running oil from said tanks.

Vacuum

IX.

Buyer shall maintain on all of said wells vacuum equal to that maintained on adjoining leases, if Seller so desires, but Seller may have vacuum reduced on any well or wells to any extent that does not create a pressure in gathering line. If vacuum regulators are required for any such reduction or regulation of vacuum, Seller shall pay for said regulators.

Air in Gas

X.

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, using 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 percent (15%), 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 percent (30%) 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 percent (30%) or less, and that Seller shall use all reasonable means to make such reduction without delay.

Plant Suspension

XI.

Buyer shall not be required to take or pay for gas not utilized during 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 any period of plant suspension due to depressed gasoline market conditions or depleted 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 as to both parties.

Unprofitable Gas.

XII.

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 construed to mean that Buyer need not maintain vacuum on certain of said wells delivering gas from an oil sand, if the gas as a whole from said lands can be utilized profitably at said gasoline plant. Seller reserves the right to abandon at any time any well or wells on herein described lands.

Right of Way.

XIII.

Buyer shall have the right to lay and maintain lines on said lands, and shall have the right to free entry upon said lands for any purpose incidental to gasoline plant construction and operation so long as such purpose does not clearly interfere with lease operation or the right of owners in fee.