

property herein described.

It is further stipulated and agreed that the party of the second part is to furnish meters at all points of consumption at the expense of the said second party. The meters installed, as aforesaid, shall represent the actual amount of gas consumed, and the party of the first part and its agents or employees shall have the right to inspect said meters at any and all times, and in case either party hereto shall decide to have said meters tested the test may be made at any time on notice to the opposite party, and the cost of said inspection shall be paid by the party requiring such test, if said meters are found correct, and if said meters are found not to be correct then the cost of such inspection to be borne by the opposite party.

It is agreed that a monthly statement shall be prepared and rendered to the party of the first part by the party of the second part at the cost of the said party of the second part, showing the average consumption of gas from the wells of party of the first part, under the terms and conditions of this contract, and that the party of the first part and its agents or employees shall have the right at any reasonable time to examine the books of the said second party, which show the amount of gas used by the party of the second part from the said wells. Upon the request of the said party of the ^{first} second part, the party of the second part agrees to render a monthly statement to the party of the first part, on or before the 25th, day of each month, showing the different sources from which gas is taken into the pipe lines of the said party of the second part is received, and the party of the second part further agrees at its own expense to set such additional meters as may be necessary to enable it to make such statement accurately.

It is further agreed that the party of the second part shall render to the party of the first part on or before the 25th, day of each month, a statement of all gas used by it in the preceeding month, according to the meter measurement thereof, as hereinbefore set out, and to settle and pay for the same on the said 25th, day of each month, and with reference to said settlement and payment, time is hereby made of the essence of this contract.

It is agreed that this contract and agreement shall remain and be in full force and effect during the life of the leases now held by the party of the first part upon the above described lands unless surrendered or cancelled by the party of the first part, for the reason that the said first party believes them to be of not sufficient value to equal the cost of the rentals, and the party of the first part may cancel any of said leases, for the reason aforesaid, upon first giving thirty ³⁰ days (30) notice thereof to the party of the second part, in which case, the party of the second part shall have the opportunity to pay said rentals and take over said leases, in which event, the said second party shall pay all rentals necessary to hold said leases for the terms provided herein, except that upon lands held in fee, this obligation shall continue so long as gas is produced therefrom by the party of the second part in paying quantities, Provided, However, that in the event either party hereto shall fail, neglect or refuse to carry out or perform any of the conditions herein set forth then, and in that event, this agreement may at the election of the other party hereto and upon fifteen days notice in writing to the opposite party, be declared forfeited and void, and in that event the obligations on the part of each party hereto shall cease and this agreement shall be of no force and effect from and after said date. But it is agreed and understood that the assigns of the party of the second part shall have the right to do or cause to be done the things to be done and performed by the said second party hereunder, and the party of the first part hereby agrees