

in proportion to the production thereof, and it is further agreed that of the total amount of gas to be taken from the ~~said~~ lands first above described, under this contract, the party of the second part shall take an amount of gas from the lands embraced in each of the several leases proportionate to the whole amount <sup>to be</sup> taken, provided the production of said leases is sufficient.

It is agreed by and between the parties hereto that the party of the second part shall make all connections at its own expense, incidental to the use of any and all of its pipe lines, and also such as are necessary to connect its lines at this time or in the future with wells producing, when notified so to do, by the party of the first part, and that the said party of the second part shall lay and maintain at its own expense all lateral lines that may be necessary to such use.

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 his agents or employees shall have the right to inspect said meters at any <sup>and all</sup> time 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 the said meters are found correct, <sup>and if said meters are found not to be correct</sup> 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 said party of the second part showing the average consumption of gas from the wells of party of the first part, for the preceeding month, by the party of the second part, under the terms and conditions of this contract, and <sup>that</sup> the party of the first part and his 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 said wells. Upon the request of the party of the first part the party of the second part agrees to render <sup>a monthly statement</sup> to the party of the first part, on or before the 25th, day of each month, showing the different sources from which all gas taken into the pipe lines of the said second party 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 <sup>each</sup> the Month, a statement of all gas used by it <sup>in</sup> 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 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 ~~party of the first part~~ <sup>said</sup> believes them to be not of sufficient value to equal the costs of the rentals, and the party of the first part may cancel any of said leases, for the reasons aforesaid, upon first giving thirty (30) days notice <sup>thereof</sup> in writing to the party of the second part, in which case the party of the second part shall have the opportunity to pay <sup>said</sup> 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 therein except that upon the 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.