

COMPARED

ELEVENTH: It is further understood and agreed that in the event second party permanently discontinues the operation of its plant at Collinville, then and in that event this contract shall terminate, and the rights and obligations of the parties hereunder shall cease; notice of such discontinuance of operation of said plant to be given to first party, in writing, thirty (30) days in advance; but in case second party neglects or fails to give such notice, the agreement shall be deemed to have terminated thirty (30) days after such discontinuance of operation.

TWELFTH: It is further understood and agreed that in the event any meter shall be found to register incorrectly, same shall be tested and repaired by second party, or replaced with another meter in good working condition, and the amount of gas taken by second party through said defective meter shall be computed by the amount taken through the corrected meter for a corresponding period, not to exceed fifteen (15) days. In case any meter is tested at the request of first party and found to register correctly, the test shall be at the expense of first party; if found incorrect, the test and correction shall be at the expense of second party. First party, or its representatives, shall have the right to inspect the meters through which said gas is measured at any time, and shall be furnished at the time of settlement with the meter readings for the previous month.

THIRTEENTH: It is further understood and agreed that second party, upon the termination of this contract, will fill in all ditches made by second party in removing pipe lines, to the level of the ground.

This contract is to be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

WITNESS the hands of the parties on the day and year first above written.

HALSELL & SON OIL & GAS COMPANY,

By Ewing Halsell, First party.

THE TULSA FUEL & MANUFACTURING COMPANY,

By A. P. Cobb, Second party,  
Vice President.

STATE OF TEXAS, )  
County of Dallam. ) ss.

Before me, a Notary Public in and for the County and State aforesaid, on this 18 day of Oct. 1922, personally appeared before me Ewing Halsell, to me known to be one of the partners composing the firm of Halsell & Son Oil & Gas Company, a co-partnership, and acknowledged to me that executed the within and foregoing instrument as his free and voluntary act and deed for and on behalf of said co-partnership, and as its free and voluntary act and deed, for the uses and purposes therein set forth.

m Witness my hand and seal on the day and year last above written.

My Com. Exp. June 1st, 1923.

E. H. Griffith, Notary Public Dallam  
Co. Texas.

STATE OF NEW YORK, )  
COUNTY OF NEW YORK. ) ss.

Before me, a Notary Public, for the aforesaid County on this 6th day of November, 1922, personally appeared A. P. Cobb, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the said corporation for the uses and purposes therein set forth.

Notary Public  
New York County No. 277  
New York Register No. 3122  
Commission expires March 30, 1923.

Anne T. Mulry