

construed to mean that Buyer need not maintain vacuum on certain of said wells delivering gas from an oil sand, of 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,

- XIII \*-

RIGHT OF WAY; Buyer shall have the right to lay and maintain liens 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.

- XIV -

EQUIPMENT OWNERSHIP; All equipment placed by Buyer on said lands shall remain the property of the Buyer, and subject to the terms of this contract, may be removed by him at any time.

- XV -

TERM OF CONTRACT ; This contract shall remain in force during the term of Seller's oil and gas lease covering said lands. and any extension or renewals thereof and shall extend to and be binding upon the parties hereto, their heirs, representatives, successors, and assigns

- XVI -

PLANT CONSTRUCTION; It is understood by and between the parties hereto that the Buyers contemplate the building of a Casinghead Gasoline plant to be located in Section 8, 17, 18, Twp 19, Range 10. for the purpose of handling the casinghead gas from the oil wells in that neighborhood.

It is also understood by and between the parties hereto that a physical test shall be made within ten days from the date of this contract, Provided, however, that should the test show the gasoline content to be so low that the gas could not be profitably utilized, Buyers reserve the option of surrendering this contract, and the same shall be void and of no effect, and Buyers shall within thirty (30) days begin the construction of said plant and prosecute the work diligently until said plant is finished and ready to operate

- XVII -

LIABILITY; It is mutually understood and agreed that Seller shall not be liable for any shortage of gas, and shall not be liable for damage to person or property, resulting from the handling of said gas by said Buyers.

- XVIII\*

RETURN OF RESIDUE, ; It is agreed that Buyers shall return all residue gas not used in the operation of said plant, to the various leases from which the plant is taking gas in the proportion that it receives the casinghead gas,

IN WITNESS WHEREOF the parties hereto set their hands and seals on this the day and year first mentioned in this instrument,

Mary Louise Steel

T. C. Hughes By WER

W. E. Rohde.

STATE OF NEW YORK }  
COUNTY OF NEW YORK } SS

Before me, the undersigned, a Notary Public in and for said county and state, on this 10 day of May, 1923, personally appeared Mary Louise Steel to me known to be the identical person who subscribed her name to the foregoing instrument as one of the parties thereto and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth,

My Commission expires

(seal)

Iva B. Robinson Notary Public,  
Notary Public New York County, County  
Clerk's No. 133 Reg No. 5008 Term expires  
March 30th, 1925.