

450

representative, by check to be mailed to First Party at their office at Wichita, Kansas, on or before the fifteenth (15) day of each month, for the gas delivered during the next pre-ceeding month as provided in Paragraph 12. ~~COMPARED~~

10. The Second Party agrees to begin to take and pay for gas on or before the 1st day of June 1923, and agrees to pay for all casing-head gas produced from said leases on and after said date thereafter, and should the equipment of Second Party not be in condition to show the quantity of gas taken from the said well or wells on that date, the party of the Second Part agrees to pay the party of the First Part at the rate of One Hundred Dollars (\$100.00) per month until said equipment is installed and in working order.

11. The party of the Second part shall pay to the party of the First part for said casing-head gas as delivered at said Leases or lease on said land at the rate of ten cents (.10¢) per thousand (1000) cubic feet of gas as shown by the meters as provided in the Fourth 4th paragraph of this agreement but it is understood and agreed that at no time shall the payment for any one month be less than One Hundred Dollars (\$100.00) .

12. It is understood and agreed that if at any time during the life of this contract payments for gas are not made in accordance herewith, or upon the violation of any of the other terms or conditions of this contract by the party of the Second Part, First Party may, without notice, discontinue furnishing gas to Second Party.

13. 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 purposes incident to gasoline plant operation, so long as such purpose does not clearly interfere with the lease operations or the rights of owners in fee.

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

15. This contract shall remain in force during the terms of the now existing oil and gas leases on said land and any such extension or renewals thereof, provided, that in the event the volume of gas shall be reduced or the gasoline content thereof diminished to such an extent that it shall become unprofitable for buyer to manufacture gasoline therefrom, this contract shall terminate upon sixty days written notice given by Buyer to Seller, and this contract shall extend and be binding upon the parties hereto, their heirs, representatives, successors and assigns, provided further that this abandonment clause shall not be taken advantage of by party of Second Part for at least one year from the date of the signing of this contract.

LIBERTY OIL COMPANY, INC.,

By: Geo R. Bassett

Trustee in Bankruptcy

O.K.

Matsun A. Stevens

Attorney for Trustee.

ATTEST

Secretary.

DIAMOND REFINING COMPANY,

By: Thos E. Elliott

Treasurer

No Seal

APPROVED:

Paul J. Wall

Referee in Bankruptcy.

STATE OF KANSAS)
COUNTY OF SEDGWICK)

SS. On this 7th day of May, 1923, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Geo.

R. Bassett, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same as his own free and voluntary act and deed.