

No. 250610 NRS

COMPARED

NATURAL GASOLINE CONTRACT.

THIS CONTRACT, Made and entered into this 14 day of April, 1923 by and between D.Vensel and P.E.Elliott, a co-partnership, of Tulsa, Oklahoma, hereinafter called the Seller, and W.E.Rohde and T.C.Hughes, of Tulsa, Oklahoma, hereinafter called the Buyer.

WITNESSETH: That Seller owns and is operating certain oil wells upon lands situated in Tulsa County Oklahoma and described as follows:

The NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ and the S $\frac{1}{2}$ of the NE $\frac{1}{4}$; North $\frac{1}{2}$ of the SE $\frac{1}{4}$ and SW $\frac{1}{4}$ of SE $\frac{1}{4}$ all in Sec. 8, and Northwest $\frac{1}{4}$ of Northwest (NW $\frac{1}{4}$) The Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 17, Township 19, Range 10 East, covering 640 acres in said Sections 8 and 17 in 19-10.

AND, WHEREAS, certain oil wells on said lands are productive of gas, and

WHEREAS, the Seller has the right to and desires to sell, and the Buyer to buy, all of said gas productive of gasoline in paying quantities produced from the oil wells now on the said lands or that hereafter may be drilled thereon during the term of this contract.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) paid by the buyer, receipt of which is hereby acknowledged by the Seller, and in further consideration of the mutual covenants hereafter mentioned, it is agreed by and between the parties hereto as follows:

- I -

GAS DELIVERY

Seller agrees to sell to Buyer and Buyer agrees to purchase from the Seller, said gas, which shall be delivered by Seller to Buyer at some convenient point or points on said lands to be mutually agreed upon.

PRICE OF GAS.

Buyer agrees to pay for said gas in accordance with the Schedule marked "Exhibit A", attached hereto and made a part hereof. The "sale price of gasoline" mentioned in said schedule shall be the market price per gallon in the Tulsa, Oklahoma, market for gasoline of like specifications as that produced from the gas sold hereunder during the month of the purchase of gas for which payment is being made. It being understood that Buyers shall sell the produce of their plant at the best price obtainable in car lots.

- III -

Payment for gas

Settlement for said gas shall be made on or about the fifteenth day of each month for gas taken during the preceeding month.

Payment shall be accompanied by a written statement covering for the last preceeding month the volume of gas received, gasoline content of said gas, and sales price of gasoline. Sellers shall have the right to inspect and check all charts recording measurements of said gas.

- IV -

Royalties

Seller shall pay all royalties on said gas.

- V -

Gasoline Content.

The Gasoline content of said gas for the purpose of making payments shall be determined by physical tests by the Buyer semi-annually. All such tests shall be made by the Compression methods ordinarily used in testing gas for Casing Head Plants.

- VI -

Gas Metering

Buyer shall furnish, install and keep in repair a suitable meter of standard make for constantly measuring said gas and

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*Check not recorded