

COMPARED

-XII-

Unprofitable Gas.

Buyer shall not be required to take or pay for any gas too lean for profitable utilization or which is otherwise unprofitable in manufacturing gasoline at the plant utilizing gas taken under this contract. This clause, however, is not to be construed to mean that Buyer need not maintain vacuum on certain of said wells delivering gas from an oil sand, if 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 lines 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 purposes 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 therefor; 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 or 18, Twp. 19 Rng. 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, otherwise, said contract shall remain in full force and effect, and Buyers shall within sixty (60) 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 Gas.

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 casing head gas.

IN WITNESS WHEREOF: The parties hereunto set their hands and seals on the day and year first mentioned in this instrument.

D.Vensel & P E Elliott.

By: D.Vensel, "Partner".

W.E.Rohde.
T.C.Hughes.