

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.

COMPARED

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 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.

-II-

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 product 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 paying for it on a basis of one pound above atmospheric pressure in accordance with daily meter readings, using the proper multipliers for vacuum and pressure. Seller shall have the right to inspect and test said meter in the presence of Buyer and be present when readings are taken. If meter becomes inoperative or shows reasonable evidence of registering inaccurately at any time, Buyer shall test said meter and restore it to operation and accuracy without unnecessary delay. If said meter is found by any test demanded by Seller to be accurate within three per cent (3%) Seller shall pay all expenses of said test. Settlement for gas for any period of inoperation or inaccuracy of measurement, shall be in accordance with the average taken during the last preceeding thirty days when the meter was registering accurately.