

quired to take or pay for said gas during any period of plant suspension due to depressed gasoline market conditions or depleted gas supply, except that if, for any reason whatsoever, the taking and paying for said gas should not be resumed within ninety (90) days from the date of such suspension, this contract shall be null and void as to both parties.

## -XI-

## UNPROFITABLE

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.

## -XII--

## RIGHT OF WAY

Buyer shall have the right, subject to terms of lease, 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 purpose does not clearly interfere with lease operation or the right of owners in fee. Buyer shall pay all damages to growing crops, or otherwise, incurred in laying, maintaining and operating said plant and pipe lines.

## -XIII-

## EQUIPMENT

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.

## -XIV-

## 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.

## -XV-

## PLANT CONSTRUCTION

It is understood by and between the parties hereto that the Buyers shall build 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.

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. Said plant shall be completed and in operation within----- months from this date. Time is of the essence of this provision, and unless said plant is commenced and completed within the times herein specified, then and in either event, this contract shall at the option of Seller be null and void.

## -XVI-

## 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.

## -XVII-

## 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 casinghead gas, free of cost to Seller. Said Buyer shall at all times return sufficient residue gas for lease operations.

## -XVIII-

It is expressly understood and agreed that this contract is made subject to all of the terms of oil and gas lease executed January 22nd, 1917, by Charley Bemore, Guardian of