Nothing in this agreement contained shall ever be construed as obligating either First Parties or Second Party to build a gas pipe line.

10. As part of the consideration for the work performed by J. H. Morgan and C. I. Justheim in putting the blocks together as described in Exhibit A, and working out an agreement with Second Party, and in addition to the granting of the overriding royalty provided in Section 3 above, Second Party agrees to pay to Morgan and Justheim, jointly, the sum of one cent (1¢) per thousand cubic feet of all gas produced and sold by Second Party from the lands described in Exhibit A, and the sum of one cent (1¢) per thousand cubic feet on all gas acquired by Second Party from the General Petroleum Corporation in the Tip Top and North LaBarge Unit blocks in Townships 27, 28 and 29 North, Ranges 113 and 114 West, as described and set out by U.S.G.S.

11. In confirmation and clarification of Second Party's agreement with Hintze, dated April 20, 1951, as amended by a letter dated May 7, 1951, Second Party agrees to pay Hintze the sum of one-fourth of one cent (1/4 of 1¢) per thousand cubic feet of all gas produced and sold by Second Party from the lands described in Exhibit A. Second Party also agrees to pay Hintze the sum of one-fourth of one cent (1/4 of 1¢) per thousand cubic feet for all gas already developed in the proven area as described by the U.S.G.S. in Townships 29 and 30 North, Range 113 West and purchased by Second Party from or through J. H. Morgan and C. I. Justheim at a price of six and three-fourths cents (6 3/4¢) per thousand cubic feet. Second Party also agrees to pay Hintze the sum of one-fourth of one cent (1/4 of 1¢) per thousand cubic feet on all gas acquired by Second Party from the General Petroleum Corporation in the Tip Top and North LaBarge Unit blocks in Townships 27, 28 and 29 North, Ranges 113 and 114 West, as described and set out by U.S.G.S. It is understood and agreed by the