

Contract. Such higher price shall become effective hereunder on the first day said higher price is payable under such other contract. In determining whether the price payable under such other contract is "higher" than the price payable for gas under this contract, due consideration shall be given to the provisions of this agreement as compared with such other contract as to quality of gas, delivery pressures, gathering and compressing arrangements, provisions regarding measurement of gas, including deviation from Boyle's Law, taxes payable on or in respect of gas delivered and all other pertinent factors.

(c) Whenever during any calendar month the average gross heating value of the gas delivered shall be less than one thousand (1000) B.t.u. per cubic foot, the price per MCF specified in Subsection (a) of this Section 10 shall be adjusted to a price per MCF which bears the same ratio to said price per MCF specified in Subsection (a) which the average B.t.u. content per cubic foot of gas delivered during such month bears to one thousand (1000).

11. All present taxes are to be borne by the parties as levied. Any increase in sales, transactions, occupation, service, production, severance, gathering, transmission, or excise taxes, assessments or fees hereafter levied, assessed, or fixed by the United States, State of Wyoming or any other governmental authority and taxes of a similar nature or equivalent in effect (not including income, excess profits, capital stock, franchise, or general property taxes) in addition to or greater than those being levied, assessed, or fixed on the date of this agreement, if any, in respect of or applicable to the gas to be sold by First Party to Second Party hereunder and which First Party may be liable for during any month, either directly or indirectly through any obligation to reimburse others are hereinafter collectively referred to as an "additional tax".