

5.10: Notwithstanding any provisions contained in Exhibit "B", it is mutually agreed that in the absence of any other agreement to the contrary, costs of operation chargeable to the account of BENEFICIAL in any one calendar month shall not exceed a total of Fifty Dollars (\$50.00) per well, or shall not exceed 10% of the total value of production hereunder during the previous calendar month, whichever is lesser. No operating expense shall be charged to BENEFICIAL on a dry hole or non-paying well.

5.11: In the event of legal action by BENEFICIAL against BELFER service of process may be made upon BELFER by serving BELFER'S EMPLOYEE in charge of its Big Piney, Wyoming, office.

5.12: Notwithstanding the provisions contained in Exhibit "B", BELFER shall at its own expense defend and save harmless BENEFICIAL against any legal action resulting from acts performed by BELFER pursuant to this agreement.

5.13: BENEFICIAL shall not be obligated for any costs of the reworking of an existing well except by prior agreement. The word "reworking" as used herein shall mean and include all operations designed to secure, restore or improve production by some utilization of a hole previously drilled.

ARTICLE VI - MISCELLANEOUS PROVISIONS

6.1: All notices between the parties hereto shall, unless otherwise specifically agreed, be given in writing by mail or telegraph and addressed to the party to whom notice is given at the following address:

Beneficial Oil Company

831-22nd Street

Ogden, Utah

Belfer Natural Gas Company

42 Broadway

New York 4, New York

6.2: In the event BENEFICIAL decides to sell any interest in the mutually held rights in the SUBJECT LANDS, or in the event BELFER wishes