Section 17.07

Construction. The language in all parts of this Contract shall in all cases be construed as a whole according to its fair meaning, strictly neither for nor against any party hereto, and without implying a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agent prepared the same, it being agreed that representatives of both parties have participated in the preparation hereof.

Section 17.08

Liability Insurance. Seller agrees during the term hereof to maintain adequate public liability and other insurance with reputable insurance companies as hereinafter set forth and, upon request, to furnish Buyer with certificates of insurance properly executed by its insurers evidencing such a fact, and requiring the insurers to give at least thirty (30) days notice to Buyer in the event of cancellation or material alteration of such coverage. The minimum insurance coverage to be maintained by Seller shall be as follows:

(a) Comprehensive general liability insurance, including personal injury and property damage, products and completed operations, and form contractual and advertising liability coverages, in occurrence form, affording minimum single limit protection of no less than Two Million Dollars ($2,000,000) per occurrence and with deductibles no greater than One Hundred Thousand Dollars ($100,000) per occurrence. Buyer shall be named as an additional insured.

(b) Worker's compensation and employer's liability insurance in accordance with the statutory requirements of the state where Seller conducts is operation.

Section 17.09

Indemnification. Seller covenants that it will indemnify, hold and save Buyer harmless from and against any and all loss, cost, liability, damage or expense, including, without limitation, reasonable attorneys' fees and disbursements, caused by or arising from or in connection with Seller's construction or operation of the Designated Production Facilities, or any act, breach or omission of Seller in connection herewith, including, without limitation, any injury or death of persons or damage to property caused by or arising therefrom. Buyer covenants that it will indemnify, hold and save Seller harmless from and against any and all loss, cost, liability, damage or expense, including, without limitation, reasonable attorney's fees and disbursements, caused by or arising from, or in connection with, any act, breach or omission of Buyer in connection herewith including any injury or death of persons or damage to property caused by or arising therefrom.

Section 17.10

Records-Financial Condition. Seller will maintain books and records to document and