

of said land.

6. Said fourth party shall within the time specified therefor, at his own expense do and perform upon said premises herein described such development work as may be required by said permits under which said lands are now held by the owner or any and all extensions thereon or by said Act and the rules and regulations promulgated thereunder.

7. Said fourth party shall keep books containing all production data as to the lands herein described and the distribution of oil and gas therefrom and proceeds thereof, and said books shall be open during all reasonable hours to the inspection of the duly authorized agent or agents of all parties hereto, and said fourth party shall furnish to the first, second and third parties monthly statements of all oil and gas produced from said lands, and upon the request of the said parties shall supply to them and each of them a copy of any and all records pertaining thereto; provided, that said first, second and third parties shall have the right to employ at their own expense and maintain upon the lands the subject of this agreement one or more checkers or gaugers who shall have access to the property and to the wells where production is being obtained at any and all reasonable times and shall be permitted by fourth party to check and gauge the amount of production of oil and/or gas being obtained therefrom by fourth party.

8. That nothing herein contained shall be construed as being in any manner in derogation of the terms, conditions or provisions of the Act of Congress under and by virtue of which said permits were issued or of any regulations of the Department of the Interior of the United States lawfully promulgated thereunder; but, on the contrary, this agreement shall in all particulars be deemed amenable to reformation to eliminate or modify any portion thereof found to be in contravention of the provisions of said Act or such regulations or against public policy, and shall remain and be in full force and effect as to all provisions not so eliminated or modified.

9. If said fourth party shall, for any reason, fail diligently, continuously and in a workmanlike manner to prosecute said drilling operations or to comply with any of the terms, covenants, conditions or agreements in this agreement set forth, then and in that event or in either of said events said fourth party shall forfeit all his rights and privileges under this agreement and first, second and third parties may, with or without force and with or without process of law immediately repossess said premises; and it is further covenanted and agreed that time and manner of performance of any and all the agreements herein contained to be kept by fourth party are of the essence of this contract, and any failure on the part of fourth party to do and perform any of the things by him to be done and performed at or within the time or in the manner herein specified shall operate as forfeiture of all his rights hereunder.

10. That this agreement and each and every of its terms, provisions and conditions shall be binding upon and inure to the benefit of the heirs, personal representatives, successor and assigns of the parties hereto.

11. This agreement shall not be binding upon any of the parties hereto until signed and executed by all of them.

IN WITNESS WHEREOF the party of the first part and the party of the second part have caused this instrument and five duplicates hereof to be executed by their respective proper officers thereunto fully authorized, and the parties of the third part and the party of the fourth part have hereunto and to five duplicates hereof affixed their hands and seals the day year first above written.

(CORPORATE SEAL)  
Witness:  
B. H. Berger

CRETACEOUS OIL COMPANY  
By R. R. Rose  
Its President.

Witness:

J. P. Fuller

Attest:

Grace MacGlashan  
Its Secretary.

Witness:

Agnes W. Garrett

MID-MOUNTAIN OIL COMPANY  
Second Party

Witness:

Agnes W. Garrett

By R. R. Rose

Its President.

Witness:

Agnes W. Garrett

Attest:

Albert E. Tweed  
Its Secretary.

Witness:

B. H. Berger

R. R. Rose

(SEAL)

Witness:

P. W. Comer

Chas. Lackey

(SEAL)

Witness:

B. H. Berger

E. L. Smith

(SEAL)

Third Parties.

STATE OF WYOMING

} SS.

COUNTY OF NATRONA

A. J. Bandy

(SEAL)

Fourth Party.

Before me on this 23rd day of June, 1926, personally appeared Robert R. Rose to me personally known, who being by me duly sworn, did say: That said Robert R. Rose is the President of the CRETACEOUS OIL COMPANY, a Wyoming corporation, and that the seal affix-