

the regulations of the Bureau of Mines, continuously prosecute the thorough drilling of said lands, which shall be considered as one well to each 20 acres thereof.

Section 3. The contractor shall keep books containing all production data on said premises, and said books shall be open during all reasonable hours to the inspection of the owner; and the contractor shall furnish to the owner monthly statements of all oil and/or gas produced from the said lands, and upon request of the owner shall supply to the owner a copy of any and all records pertaining thereto; provided, that the owner shall have the right to employ at its own expense one or more checkers or gaugers, who shall have access to the property and to the wells where production is obtained, at any and all reasonable times, and shall be permitted by the contractor to check and gauge for the owner the amount of production of oil and/or gas being obtained therefrom by the contractor.

Section 4. That upon discovery of oil or gas in paying quantities upon any of said lands, the owner shall have the right to designate one-fourth of the area embraced within said area (and this provision shall also become effective if such discovery shall be made on the lands embraced in said permit which are not included in this contract), and in the name of the owner shall thereupon apply to the Secretary of the Interior for a lease thereon at a royalty of Five per cent. (5%), and shall at the same time and in like manner apply for a lease upon the entire balance of said above described lands upon such royalty as the Secretary may fix, and shall thereafter take all necessary steps to obtain the granting of such lease and any necessary renewals thereof.

Section 5. If the owner shall elect not to sell its royalty oil to the contractor, the contractor shall, nevertheless, furnish necessary storage for such royalty oil, without charge to the owner, until such royalty oil is sold, but not exceeding ninety days storage.

### ARTICLE III.

Section 1. This agreement and each and every of its terms, provisions and conditions shall be binding upon and inure to the benefits of the successors and assigns of the parties hereto; but the contractor shall not have the right to assign without the written consent thereto of the owner first had and obtained.

Section 2. Nothing herein contained shall be construed as being in any manner in derogation of any of the terms, conditions or provisions of the Act of Congress under and by virtue of which said permit is issued, nor any regulations of the Department of the Interior lawfully promulgated thereunder; but, on the contrary, this agreement shall in all particulars be deemed amenable to reformation to conform to the provisions of said Act and/or such regulations, and shall thereupon be in full force and effect as so reformed.

Section 3. Of any taxes levied during the life of this agreement on or against production from the lands the subject of this agreement, the owner shall pay its proportionate share thereof, based upon its ownership of such production, and the contractor shall pay the balance of such tax.

IN WITNESS WHEREOF, The said parties hereto have hereunto set their hands this day and year herein first above written.

Signed and Delivered in the presence of

Will F. Kahl

Raymond R. Kahl

Ivan S. Jones

THE STATE OF WYOMING )  
: SS.  
County of Lincoln. )

On this 18th day of August, 1925, before me personally appeared Will F. Kahl and Raymond R. Kahl, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My commission expires January 25, 1927.

GIVEN under my hand and Notarial Seal this day and year in this certificate first above written.

(SEAL)

Ivan S. Jones

Notary Public.

No. 2952

### EXTENSION AND CONSENT OF ASSIGNMENT

Will F. Kahl

STATE OF WYOMING, )

To

COUNTY OF SUBLLETTE ) 15th day of July A. D. 1926 at 9:30  
Sully & Kahl o'clock A. M., and duly recorded in Book 1 of Macles., page 461.

Fees, \$1.50

J. P. Fuller

County Clerk.

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, on or about the 28th day of April, 1923, pursuant to an application therefor, there was issued to Will F. Kahl, under Section 13, of the Act of February 25, 1920 (41 Stat. 437), a permit, Evanston Serial No. 09056, granting to said Will F. Kahl the exclusive right for a period of two years from the date thereof to prospect for oil and gas the following described lands, situate in the so-called "LaBarge" Oil Field, in Sublette County, Wyoming, to-wit: