

control of all operations upon said lands, and shall continue in control thereof during the life of this agreement.

Section 2. That under and pursuant to the provisions of the Act of Congress, granting to the Secretary of the Interior authority to extend the time within which to begin drilling operations or to complete the same, the owner shall, if and when requested to do so by the contractor, apply to the Secretary of the Interior for a maximum period of time from and after the date of the granting of such extension within which to comply with the requirements of said permit, as so extended; such application for extension to be prepared by the contractor, and, after execution by the owner, to be by the contractor submitted to the Secretary of the Interior, provided, however, that the provisions of this paragraph and/or the compliance therewith by the owner shall not in any event be construed as a consent on the part of the owner to any violation on the part of the contractor of its obligations hereunder assumed.

Section 3. That the contractor shall have full and complete charge and control of all the operations upon said lands, and shall continue in control during the life of this agreement and during the terms of said permit, and of any lease or leases which may be issued to the owner, as well as of any extension or extensions, renewal or renewals of said permit, lease or leases, in whole or in part, subject to the provisions of Section 1 of Article I hereof.

Section 4. That on that part of said lands which shall be leased to the owner at the minimum royalty of five per cent for his services and expenditures hereunder, the contractor shall be entitled to retain eighty-seven per cent of all oil and/or gas produced and saved from said lands. Of the remaining thirteen per cent of said total amount, five per cent shall by the contractor be turned over or its value paid to the United States as its royalty, and the balance of eight per cent shall belong to the owner. That the remaining area of said lands on which the government royalty shall be twelve and one-half per cent or more, the contractor shall pay to the owner, as his royalty, five per cent of the total amount of oil and/or gas produced and saved therefrom and shall pay to the United States its royalty, after which the balance remaining shall belong to the contractor. In computing the total production for the purpose of this section, the contractor shall not be charged for oil or gas used either in development or production operations upon any part of said lands, or unavoidably lost.

Section 5. That the owner shall not declare the rights of the contractor under this agreement forfeited for any cause whatever unless the owner shall notify the contractor in writing of the existence of and exact nature of the cause of forfeiture, and unless the contractor shall fail to remedy or remove said cause within sixty days from the service of such notice.

Section 6. That the contractor may, at any time after a well has been drilled on said lands to a depth of five hundred feet; surrender and abandon all but not part of the above described lands and thereby be relieved of all future obligations of whatsoever kind or nature in respect thereto; provided, however, that such right to surrender shall be exercised in such manner as to allow the owner at least sixty days prior to the expiration of any extension which may hereafter be granted within which to comply with any drilling requirements which may be incumbent upon him in order to protect its rights from forfeiture because of the surrender and abandonment by the contractor. And in case of such surrender by the contractor, or in case of forfeiture or other termination of this agreement, the contractor may at any time remove all equipment and other removable property placed by him on said lands.

Section 7. That during the life of this agreement the contractor agrees to purchase, and the owner agrees to sell, at the well or wells where produced, all the oil belonging to the owner produced and saved from the said lands, and to pay therefor the current market price paid in the fields in the State of Wyoming, at the time of production for the same grade and gravity of oil, which price shall in no event be less than the price paid to the United States Government for its royalty oil produced and saved from the same lands; such payments to be made on the 20th day of each month for all royalties accruing to the owner on account of production of the next preceding month.

IN CONSIDERATION WHEREOF, the contractor covenants and agrees with the owner, as follows:

ARTICLE II.

Section 1. That, the contractor shall, within eight months from the date hereof, place and erect upon some point on said lands an adequate and suitable drilling rig and machinery, together with casing, pipe and the usual supplies that go with the operations for drilling for oil, subject to necessary delays caused by weather, road or market conditions for the securing of necessary materials, and to immediately commence drilling operations, and diligently and continuously prosecute the same in literal and substantial conformance to the terms of said permits, and of the operating lease or leases thereon, and to the rules and regulations of the Department of the Interior, for the production of oil and/or gas, to a depth of approximately 2000 feet in the first well drilled, unless oil or gas in commercial quantities shall be discovered at a lesser depth. Provided, however, that the contractor shall in any event perform any and all act and things required in the meantime to fully protect and perfect all rights of the owner under said permit, and to drill a well to a depth of 500 feet by June 30, 1927.

Section 2. That if oil or gas shall be discovered upon said premises in paying quantities, the contractor, subject to the right of surrender herein contained shall continue in possession thereof, and consistently with the then prevailing conditions of the market for crude petroleum or other products of said lands, but within the time of the term of the lease thereon, shall drill such additional wells, and to such depths as may be necessary for the proper development of said lands.

Section 3. The contractor shall keep books containing all production data on said premises and the distribution of oil and gas therefrom or proceeds thereof, 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 and saved from the lands aforesaid; and upon request of the owner shall supply to the