

Upon request of owner, Contractor shall furnish reasonable proof of the payment of all workmen for labor performed in and about said well, or in connection therewith, and to satisfy said Owner of the payment for all labor, supplies and things used in and about said well, to the end that no lien may exist against or upon said hole or well, or any part thereof, and to at all times save and keep harmless the said Owner from and against all manner of liens thereon.

IN CONSIDERATION THEREOF, the OWNER agrees with the Contractor, as follows:-

1. The owner shall allow the Contractor to use all casing now on said hereinbefore described lands, which casing is owned by said OWNER. All additional casing required shall be furnished by Contractor at his own proper cost.

OWNER shall allow contractor the free use of cabins and camp equipment now on lands described in said Permit.

The OWNER shall pay said Contractor for his work, labor and services herein as follows:

The sum of One Thousand Dollars (\$1000.00) when said drilling rig is erected on said lands and ready to spud in;

The sum of One Thousand Dollars (\$1000.00) when said Contractor has drilled to a depth of three hundred (300) feet;

An additional One Thousand Dollars (\$1000.00) when said Contractor has drilled said hole to a depth of six hundred (600) feet;

The sum of Three Thousand Dollars (\$3000.00) on the completion of said hole or well to a depth of One Thousand (1000) feet, or to commercial production. That is to say, if oil in commercial quantities shall be encountered at a lesser depth, then and in that event the total sum of or remainder of the unpaid balance of said Six Thousand Dollars (\$6000.00) shall be due and payable by said owner to said contractor.

All payments herein provided to be made by Owner to the Contractor shall be upon the Certificate of H. E. Robinson, agent for said Company, and to be by said Owner promptly paid upon receipt of such Certificate.

All work in and about said hole or well may be inspected by the Owner or its duly authorized agent at any and all reasonable times; and said Contractor shall comply with all proper requirements of the Owner in and about said work; and said owner shall, by its authorized agent, have the right and authority to require Contractor to set casing in said hole or well at such times and in such manner as he may deem necessary.

FURTHER AND IN ADDITION to the payments hereinbefore specified to be made to the Contractor, the said Owner hereby covenants, promises and agrees with said Contractor to set over and assign to him within Thirty (30) after the issuance of a lease by the Department of the Interior for and upon said permitted lands, One Hundred Sixty (160) acres of said lands which are adjacent to the forty (40) acres upon which said hole or well is drilled by said Contractor under the terms of this agreement, said 160 acres are to be selected by the Contractor and shall be within the area designated as the primary or five per cent. royalty selection. And said owner shall also set over and assign to said Contractor, in addition to the payments hereinbefore provided, an additional One Hundred Sixty (160) acre tract in Section thirty-three of said permitted lands, only, however, upon the issuance of a lease therefor by the Department of the Interior.

PROVIDED, however, and it is expressly understood that all of said lands to be assigned upon the issuance of a lease as aforesaid, shall be and are at all times SUBJECT to an over-riding royalty of two per cent, (2%) payable to Mr. Fred Dumett, of Washington, D. C., and any and all such assignments shall reserve such over-riding royalty.

The assignments above mentioned are to be considered as additional payment to said Contractor for his work, labor and services in the drilling of said well in accordance with the terms and conditions hereof.

In the event of no discovery of oil and/or gas in said well or hole at the depth of said one thousand feet then and in that event, the Owner covenants and agrees to set over and assign to said Contractor the acreage hereinbefore mentioned, within Thirty (30) days after the completion of said hole to said depth of one thousand (1000) feet.

IN WITNESS WHEREOF, the Contractor has hereunto set his hand and seal, and the owner has caused this instrument to be executed by its duly authorized officers, the day and year first above written. Done in triplicate.

Witness:

W. E. Ebert

Contractor.

Ida Eggman

Witness:

FONTAINE PRODUCING COMPANY, owner,

Marynret W. Wooney

By J. H. Lombard

President.

The State of Wyoming, )

; ss.

County of Lincoln. )

On this \_\_\_\_\_ day of March, 1926, before me personally appeared Walter E. Ebert, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.