

control of the party claiming force majeure. Nothing herein contained, however, shall be construed to require either party to settle a labor dispute against its will.

ARTICLE XIX

Expiration and Surrender of Leases

The parties do not intent in this agreement to obligate Seller to develop any of the subject lands which in the opinion of Seller are incapable of economic development, and Seller shall have the right to surrender in whole or in part any leases covering such lands or allow the same to terminate for non-payment of rentals or for failure to develop the same or for any other reason, provided that Seller shall notify Buyer in writing of its intention to surrender any lease or allow the same to terminate at least sixty (60) days prior to the intended effective date of such surrender or termination, whereupon Buyer may at its option elect to acquire such lease or leases from Seller. If Buyer exercises such option, then Seller shall promptly assign and transfer to Buyer without further consideration all such leases as to which such option is exercised without warranty of title, and Buyer shall at such time assume and agree to perform all the obligations of Seller in connection with such leases. At the time of delivery to Buyer of assignments transferring to it the title to Seller's interest in such leases, Buyer shall pay to Seller in cash the fair salvage value of Seller's interest in any and all well equipment which may be then situated on such leases. If Buyer does not notify Seller in writing of its exercise of such option within