

B. That the said Francis P. O'Neill does and hereby agrees that within thirty (30) days from the date that the well described as Well No. 2 shall have been completed, he will commence drilling upon the above-described lease and shall continue drilling in a good and workmanlike manner until either commercial production is encountered, or the well is abandoned as a dry hole; and that the said Francis P. O'Neill shall have the right to continue drilling upon the said lease for as long a period as a legal drilling program can be maintained.

C. That in the event that the first well drilled by the said Francis P. O'Neill commercial production is encountered, then he shall continue drilling, with one well to be drilled, and within forty-five (45) days following the completion of the first well, and shall maintain the same drilling ratio as long as commercial production shall be encountered. That in the event that weather conditions make such drilling impossible, the time limit between wells shall be extended during such period of inclement weather. That the said Francis P. O'Neill hereby specifically agrees that during such time as he shall maintain drilling on the said lease, he shall reserve to the said Ed Mosher, his heirs, executors or assigns, a five percent (5%) non-participating interest in and to the first well drilled; a seven and one-half percent ($7\frac{1}{2}$) non-participating interest in the second well drilled, and a ten percent (10%) non-participating interest in and to each and every additional well drilled on this lease.

3. That this Assignment of lease shall continue in full force and effect for five (5) years after date hereon and so long as commercial production is maintained thereon, and that the said Francis P. O'Neill may at any time surrender this lease by delivering or mailing a release thereof to the said Ed Mosher at Longmont, Colorado; but the said Francis P. O'Neill shall have the right to retain any wells from which there is production.