

1 (b) it is reasonably determined prior to the expira- 1
2 tion of the fixed term or any extension thereof that the 2
3 unitized land is incapable of production of unitized sub- 3
4 stances in paying quantities in the formations tested here- 4
5 under and after notice of intention to terminate the agree- 5
6 ment on such ground is given by the Unit Operator to all 6
7 parties in interest at their last known addresses, the 7
8 agreement is terminated with the approval of the Director, 8
9 or 9

10 (c) a valuable discovery of unitized substances has 10
11 been made on unitized land during said initial term or 11
12 any extension thereof, in which event the agreement shall 12
13 remain in effect for such term and so long as unitized 13
14 substances can be produced in paying quantities, i. e., 14
15 in this particular instance in quantities sufficient to 15
16 pay for the cost of producing same from wells on unit- 16
17 ized land within any participating area established here- 17
18 under and, should production cease, so long thereafter 18
19 as diligent operations are in progress for the restora- 19
20 tion of production or discovery of new production and 20
21 so long thereafter as the unitized substances so dis- 21
22 covered can be produced as aforesaid, or 22

23 (d) it is terminated as heretofore provided in this 23
24 agreement. 24

25 This agreement may be terminated at any time by not 25
26 less than 75 percentum, on an acreage basis, of the owners 26
27 of working interests signatory hereto, with the approval of 27
28 the Director; notice of any such approval to be given by the 28
29 Unit Operator to all parties hereto. 29

30 21. RATE OF PROSPECTING, DEVELOPMENT, AND PRODUCTION. 30
31 The Director is hereby vested with authority to alter or 31
32 modify from time to time in his discretion the quantity and 32