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1 are particularly modified in accordance with the following: 1
2 (a) The development and operation of lands subject to this agreement 2
3 under the terms hereof shall be deemed full performance of all obligations 3
4 for development and operation with respect to each and every part or separately 4
5 owned tract subject to this agreement, regardless of whether there is any 5
6 development of any particular part or tract of the unit area, notwithstanding 6
7 anything to the contrary in any lease, operating agreement or other contract 7
8 by and between the parties hereto, or their respective predecessors in interest, 8
9 or any of them. 9

10 (b) Drilling and producing operations performed hereunder upon any 10
11 tract of unitized lands will be accepted and deemed to be performed upon and 11
12 for the benefit of each and every tract of unitized land, and no lease shall 12
13 be deemed to expire by reason of failure to drill or produce wells situated 13
14 on the land therein embraced. 14

15 (c) Suspension of drilling or producing operations on all unitized 15
16 lands pursuant to direction or consent of the Secretary or his duly authorized 16
17 representative shall be deemed to constitute such suspension pursuant to 17
18 such direction or consent as to each and every tract of unitized land. 18

19 (d) Each lease, sublease or contract relating to the exploration, 19
20 drilling, development or operation for oil or gas of lands other than those 20
21 of the United States committed to this agreement, which, by its terms might 21
22 expire prior to the termination of this agreement, is hereby extended beyond 22
23 any such term so provided therein so that it shall be continued in full force 23
24 and effect for and during the term of this agreement. 24

25 (e) Any Federal lease for a fixed term of twenty (20) years or any 25
26 renewal thereof or any part of such lease which is made subject to this 26
27 agreement shall continue in force beyond the term provided therein until the 27
28 termination hereof. Any other Federal lease committed hereto shall continue 28
29 in force beyond the term so provided therein or by law as to the land 29
30 committed so long as such lease remains subject hereto, provided that production 30
31 is had in paying quantities under this unit agreement prior to the expiration 31
32 date of the term of such lease, or in the event actual drilling operations 32
33 are commenced on unitized land, in accordance with the provisions of this 33