

## LEASE TERMS

**Section 1. Rights of lessee.**—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, and other structures, and to use the same for other purposes necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands submitted thereto where inconsistent with the terms of this lease.

**Sec. 2. The lessee agrees:**

(a) **Bonds.**—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to conduct on the land under this lease; (2) To maintain and keep in repair the lands leased, within the time limits of the lease; (3) To furnish a bond in an sum double the amount of \$2 per acre annual rental, but not less than \$1,000 nor more than \$5,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field; (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of \$10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted; (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than \$1,000 in those cases in which a bond is required by the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) **Cooperative or unit plan.**—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated, prior to the expiration of this lease, within 30 days of demand made thereunder, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) **Wells.**—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds and produced with the consent of the Director of the Geological Survey to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which shall be determined by the lessor, or (3) promptly after notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) **Rentals and royalties.**—(1) To pay rentals and royalties in amount or value of production removed or sold from the leased lands as follows:

**Rentals.**—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field: (1) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field: (1) Producing oil or gas unit—If 1/2 or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, \$2 per acre or fraction of an acre.

(ii) If this lease is converted into an appropriate or unit plan which is not a unit capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within participating area.

**Minimum royalty.**—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of \$1 per acre or fraction of an acre, or the equivalent of each lease year, the difference between the actual royalty paid during the year, if less than \$1 per acre, and the prescribed minimum royalty of \$1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b) (ii) above.

**Royalty on production.**—To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations.

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on oil and gas, natural gasoline, and other products obtained from gas due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard, to the lessor for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of a fraction, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be otherwise held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development or to cause the lease cannot be successfully operated under the terms fixed herein.

(e) **Payments.**—Unless otherwise directed by the Secretary of the Interior to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 191.12. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the lessee may pay rental on or before the anniversary date shall automatically terminate the lease. However, if the time for payment falls on a day on which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) **Contracts for disposal of products.**—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, that nothing in any such contract or other arrangement shall be construed as modifying any of the provi-

sions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) **Statements, plots and reports.**—At such times and in such form as the lessor may prescribe to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plot showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(h) **Well records.**—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor or operator, including all data concerning the well, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of the lessor, shall not be open to inspection by the public until the expiration of the lease.

(i) **Inspection.**—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department of the Interior, or his agents, or employees, all equipment, machinery and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) **Exercise of privilege of waste, health and safety of workers.**—To exercise reasonable diligence in drilling and operating the wells provided for in this lease so as to prevent operations temporarily or generally to the lessor to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and maintenance of the health and safety of production workers, and for the health and safety of workmen and employees to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was predicated before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right, enter on the property and remove, or cause the removal of such orders, at the lessor's cost: *Provided*, that the lessor shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) **Taxes and wages, freedom of purchase.**—To pay when due, all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workers and employees complete freedom of purchase, and to pay all wages to the same at least twice each month in the lawful money of the United States.

(l) **Nondiscrimination clause.**—In connection with the performance of work under this contract, the lessee agrees as follows:

(1) The lessor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion or transfer, recruitment or re-cruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Nondiscrimination clause.

(2) The lessor will, in all solicitations or advertisements for employees placed by or on behalf of the lessor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessor will send to each labor union or representative of workers with which he has a collective-bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the said labor union or workers' representative of the lessor's commitments under this Nondiscrimination clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created by Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency or the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(5) In the event of the lessor's noncompliance with the Nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled in whole or in part and the lessor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The lessor will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will not be binding upon each subcontractor or vendor. The lessor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the lessor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessor may request the United States to enter into such litigation to protect the interests of the United States.

(m) **Pipelines to purchase or convey at reasonable rates and without discrimination.**—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating a pipeline which may be operated accessorial to or otherwise derived from lands under this lease to sell and convey, and, if a purchaser of such products, to purchase at reasonable rates and without discriminating the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 30, U. S. C. sec. 351).

(o) **Lands patented with oil and gas deposits reserved to the United States.**—To comply with all statutory requirements and regulations thereunder, the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

**INSTRUCTIONS**

requirements of section 192.42 or the lands are not entirely within an area of 6 miles square or an area of 6 surveyed sections in length or width.

(b) The total acreage exceeds 2,560 acres, except where the rule of approximation applies or is less than 640 acres or the equivalent of a section and is not within the exceptions in 43 CFR 192.42(d).

(c) The offer is in error by not more than 10 percent. (d) The full filing fee is for the first year's rental do not accompany the offer.

(e) The offer is not accompanied by a statement or affidavit of the offeror and the offer is signed by an attorney in fact or agent in behalf of the offeror and the offer is not accompanied by a statement over the offeror's own signature with respect to holdings and citizenship and by the evidence required by 43 CFR 192.42(e), and such statement by the principal (offeror) is not filed within 15 days after the filing of the offer. (f) The offer is signed by a guardian or trustee in behalf of a minor and is not accompanied by the evidence required by 43 CFR 192.42(e)(5).

(g) The offer is filed in the wrong office before or after the filing of the copies lacking are not received by the lessor's office before the expiration of 30 days from the date of filing of the copies first filed, or (g) There is noncompliance with items 5(a) and 5(e) of the Special Instructions. The offeror will have an opportunity to file a new offer within 30 days from the service of the rejection, and the fee and rental payments on the old offer will be applied to the new offer if the new offer shows the serial and receipt numbers of the old offer. The advance rental will be returned unless within the 30-day period another offer is filed.

## B. SPECIAL INSTRUCTIONS

Item 2.—Total area of land required should be shown in acres in space provided at bottom of item 1. The area, except where the rule of approximation applies, do not exceed 2,560 acres or less than

640 acres or the equivalent of a section except as provided in 43 CFR 192.42(d). All the land must be within a 6-mile square or an area of 6 surveyed sections in length or width. The description of surveyed and unsurveyed lands, or lands covered by protracted surveys must conform to the provisions of 43 CFR 192.42(a).

Item 3.—This space is not to be filled in. When lease is issued this space will contain the identification of the leased area and total acres.

Item 4.—The total amount remitted should include a \$10 filing fee and the first year's rental of the land requested at the rate of 50 cents an acre or fraction thereof, any fraction being counted as an additional acre.

The \$10 filing fee is retained as a service charge, even though the offeror's priorities with respect to land requested, is important that the rental paid remitted with the offer be sufficient to cover the amount required at the rate of 50 cents an acre or fraction thereof.

If the land requested includes lots or irregular quarter-quarter sections, the exact area of which is not known to the offeror, rental may be submitted for the purpose of the offer on the basis of each such lot or quarter-quarter section containing 40 acres. If the offer is withdrawn in whole or in part before a lease is issued or if the offer is rejected in whole or in part, the rental remitted for the parts withdrawn or rejected

(p) **Reserved or segregated lands.**—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it is reserved or segregated; so far as may be consistent with the use of the land for the purpose of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) **Protection of surface, natural resources and improvements.**—To take such reasonable steps as may be needed to prevent operations from unnecessarily: (1) Causing or contributing to soil erosion or damaging any forest and timber growth thereon; (2) polluting the waters of navigable streams, rivers, or lakes or any part thereof; (3) cutting or damaging timber, or improvements of a surface owner; or (4) damaging range improvements whether owned by the United States or by its grazing permittees or lessees; and upon conclusion of operations, so far as reasonably be done, to restore the surface to its former condition. The lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements therein.

(r) **Overriding royalties.**—Not to create overriding royalties in excess of 5 percent except as otherwise authorized by the regulations.

(s) **Deliver premises in cases of forfeiture.**—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

**Sec. 3. The lessor reserves:**

(a) **Easements and rights-of-way.**—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as necessary or appropriate to the working of the same or of other lands contiguous thereto, or to facilitate the use of the lands for the extraction and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) **Disposition of surface.**—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessor in the extraction and removal of the oil and gas therein, or to dispose of any resources in such lands which will not unreasonably interfere with operations under this lease.

(c) **Drilling and producing rights.**—To promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, and to prevent monopoly, and to safeguard the public welfare.

(d) **Helium.**—Pursuant to section 1 of the act, as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessor shall deliver all gas containing same, or portion thereof thereof, to the lessor at any point on the leased premises in the manner required by the lessor for the extraction of helium, and the lessor shall be entitled to receive the helium at the price or rates fixed by the lessor, and the lessor shall be entitled to receive the helium at the price or rates fixed by the lessor with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lease shall not suffer a diminution of value of the gas from which the helium has been extracted, or lost otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

(e) **Taking of royalties.**—All rights pursuant to section 36 of the act, to take royalties in amount or in value of production.

(f) **Casing.**—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

**Sec. 4. Drilling and producing restrictions.**—It is agreed that the rate of prospecting and developing and the quantity and rate of production of oil and gas shall be determined by the lessor in the interest of the public in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may from time to time modify from time to time, the rate of prospecting and development and the quantity and rate of production for the lands covered by this lease.

**Sec. 5. Surrender and termination of lease.**—The lessor may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective at the date of the filing subject to the continued obligation of the lessor and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

**Sec. 6. Purchase of materials, etc., on termination of lease.**—Upon the termination of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessor shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

**Sec. 7. Proceedings in case of default.**—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with the provisions of the act. The lessor may cancel the lease by filing in the proper land office a written notice of cancellation by judgment proceedings in the manner provided in section 31 of the act, but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

**Sec. 8. Heirs and successors-in-interest.**—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall accrue to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

**Sec. 9. Unlawful interest.**—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a) (1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U. S. C. Sec. 22) and Secs. 431, 432 and 433, Title 18 U. S. Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

**IF OFFEROR IS A CORPORATION.**—If the offeror is a corporation, it shall submit a statement containing the following information: the State in which it is incorporated; that it is authorized to hold oil and gas leases; and that the officer executing the lease is authorized to act on behalf of the corporation in such capacity as the manager of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. Where such ownership is over 10 percent, additional information may be required by the Bureau before the lease is issued or when production is obtained. If any appreciable percentage of the stock is held by aliens of the classed class the application will be denied. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder a separate showing of his citizenship and holdings must be furnished.

**Item 5 (d).**—If the offer is made in unitized leases and leases subject to co-production development contracts approved by the Secretary under authority of section 17 (b) is not chargeable.

**Item 5 (e).**—Whenever applicable the stipulations referred to will be made a part of this lease and will be furnished the lessee with a brief description as follows: 4-216 Stipulations for lands where the surface is under the jurisdiction of the Department of Agriculture; 4-407 Lands potentially irrigable; 4-467 (a) Lands within the flow limits of a reservoir; 4-467 (b) Lands within the flow limits of a power purposes; and 4-1383, Wildlife Refuge, Game Range, and Coordination Lands. Whenever other stipulations are necessary, lessee will be required to agree to them before the issuance of the lease.

**Item 5 (f).**—If there are settlers attach a sheet giving the name and post-office address of each and description of the lands claimed by mites and bounds or protracted surveys and approximate legal subdivisions.

**Item 6.**—Offeror must indicate whether or not he is the sole party in interest in the offer or not. If the offeror is the sole party in interest, the offeror must submit at the time of filing a signed statement setting forth the name of the other interested parties. If there are other parties interested in the offer a separate statement must be signed by them and the offeror must furnish a copy of the agreement if written. Such separate statement and written agreement, if any, must be filed within 15 days after the filing of the lease offer. All interested parties must furnish evidence of their qualifications to hold such lease interest.

**Item 6 (e).**—If the offeror is the sole party in interest, the offeror must submit a signed statement setting forth the name of the other interested parties. If there are other parties interested in the offer a separate statement must be signed by them and the offeror must furnish a copy of the agreement if written. Such separate statement and written agreement, if any, must be filed within 15 days after the filing of the lease offer. All interested parties must furnish evidence of their qualifications to hold such lease interest.

**Item 6 (f).**—If the offeror is the sole party in interest, the offeror must submit a signed statement setting forth the name of the other interested parties. If there are other parties interested in the offer a separate statement must be signed by them and the offeror must furnish a copy of the agreement if written. Such separate statement and written agreement, if any, must be filed within 15 days after the filing of the lease offer. All interested parties must furnish evidence of their qualifications to hold such lease interest.

**Item 6 (g).**—If the offeror is the sole party in interest, the offeror must submit a signed statement setting forth the name of the other interested parties. If there are other parties interested in the offer a separate statement must be signed by them and the offeror must furnish a copy of the agreement if written. Such separate statement and written agreement, if any, must be filed within 15 days after