

THAT WHEREAS, a certain operating agreement is being entered into between the parties hereto, bearing even date herewith, affecting among other lands the following:

The Southwest Quarter of the Southeast Quarter of Section 1, Township 28 North, Range 114 West, of the 6th P. M. in Sublette County, Wyoming; and,

WHEREAS, the Utah Oil Refining Company is unwilling to enter into the said operating agreement with the party of the first part hereto unless it shall be able to secure a similar operating agreement covering the North Half of the North Half of the Northwest Quarter of Section 12, Township 28 North, of Range 114 West of the 6th P. M., Sublette County, Wyoming, which said lands is held under an oil and gas prospecting permit by L. F. Fletcher of Osage, Wyoming, and L. B. Maupin, of Baggs, Wyoming; and

WHEREAS, the said Fletcher and the said Maupin claim certain rights in and to the said Southwest Quarter of the Southeast Quarter of said Section 1 under and by virtue of an assignment to them as to said lands of the rights of the lessee under and by virtue of a lease entered into between the party of the first part hereto, and one R. R. Rose, dated August 4th, 1919, the said lease covering among other lands the said Southwest Quarter of the Southeast quarter of said Section 1; and,

WHEREAS, although it is not believed by the parties hereto that the said claim of the said Maupin and the said Fletcher is a valid claim, nevertheless, the said Maupin and the said Fletcher are unwilling to enter into the said operating agreement with the party of the second part hereto as to the said North Half of the North Half of the Northwest Quarter of said Section 12, unless they are given by the first party hereto a valid lease on the said Southwest Quarter of the Southeast Quarter of said Section 1; and,

WHEREAS, the parties hereto are willing that the said Cretaceous Oil Company shall enter into an agreement with the said Maupin and the said Fletcher as to the Southwest Quarter of the Southeast Quarter of said section 1, in words and figures as set forth in the copy thereof, hereto attached, marked Exhibit "A," and for reference purposes made a part hereof; and,

WHEREAS, in order to avoid a conflict of the rights and obligations of the parties hereto under the aforesaid operating agreement between the parties hereto and other parties, of even date herewith, it is necessary that the said operating agreement be so modified as to permit the said lease of the said Southwest Quarter of the Southeast Quarter of said Section 1 by the first party hereto to the said Fletcher and Maupin, and that the obligations of the parties hereto as to said last mentioned lands, as provided in the said operating agreement, be so modified as to exclude from the operation thereof the said Southwest Quarter of the Southeast Quarter of said Section 1 by the first party hereto to the said Fletcher and Maupin, and that the obligations of the parties hereto as to said last mentioned lands, as provided in the said operating agreement, be so modified as to exclude from the operation thereof the said Southwest Quarter of the Southeast Quarter of said Section 1;

NOW, THEREFORE, it is mutually understood and agreed as follows, to-wit:

1. That the first party hereto may enter into the aforesaid agreement with the said Maupin and Fletcher, with such variations in the terms thereof, if any, as the party of the first part hereto may deem necessary to carry out the spirit of said agreement, such changes to be approved by the party of the second part.

2. That the said Southwest Quarter of the Southeast Quarter of said Section 1 is hereby excluded entirely from the operation of said operating agreement of even date herewith entered into by and between the parties hereto and the Mid Mountain Oil Company, Charles Lackey, E. L. Smith and Robert R. Rose, except in the following respects, to-wit:

(a) That any and all royalties which the first party hereto shall receive under the operation of its said lease with the said L. F. Fletcher and the said L. B. Maupin in excess of the royalties which the first party hereto would receive from said lands last described under paragraph 13 of article I of said operating agreement of even date herewith, if the same were operated by the second party hereto under the terms and provisions of said operating agreement, shall be the property of the party of the second part hereto, and said Fletcher and Maupin are hereby authorized, empowered and directed to deliver to second party the royalties so to belong to it under this paragraph; and upon the same terms and conditions and at the same price provided in said operating agreement first party agrees to sell to second party and second party agrees to purchase of first party all royalty oil due to first party as a result of operations conducted on said SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 1, under first party's said lease to said Fletcher and Maupin.

(b) That in the event the said Maupin and said Fletcher, their heirs, executors, administrators and assigns, shall fail to comply with the terms, covenants, conditions and provisions of the said proposed lease, and by reason of such failure their rights shall be forfeited, and the said lease cancelled by the party of the first part hereto, or in case of abandonment or other termination of the said lease, then and in that event, or in either of such events, the said lands described as the Southwest Quarter of the Southeast Quarter of said Section 1, Township 28 North, Range 114 West of the 6th P. M. in Sublette County, Wyoming, shall immediately and automatically come within the purview of said operating agreement of even date herewith, as fully and with same intent and purpose and with like effect as though this supplemental agreement had never been entered into, and each of their

(c) That if the said Maupin and/or the said Fletcher shall so fail to comply with the terms, covenants, conditions and provisions of said proposed lease that the right to declare a forfeiture thereof and of the lands therein described shall accrue to the first party hereto, then said first party shall and will upon the request of the second party hereto, avail itself of such right of forfeiture and exercise the same promptly.

This agreement shall not be binding upon either of the parties hereto until the main