

STATE OF CALIFORNIA)
) ss.
 COUNTY OF LOS ANGELES)

On this 28th day of January, 1927, before me personally appeared Cyrus A. Hovey, to me personally known, who being by me duly sworn did say that he is President of The Hovey-Bandy Corporation, the corporation described in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was executed by authority of the Board of Directors of said corporation, and the said Cyrus A. Hovey acknowledged the said instrument to be the free act and deed of said The Hovey-Bandy Corporation.

My commission expires May 8, 1929.

GIVEN under my hand and Notarial Seal this day and year in this certificate first above written.

(SEAL)

Frieda E. Walker
 Notary Public.

No. 3583

MEMORANDUM OF AGREEMENT

Will F. Kahl

STATE OF WYOMING,)

To

: SS. Filed for record in my office
 COUNTY OF SUBLETTE) this 16th day of February A. D.
 1927 at 1:00 o'clock P. M., and duly recorded in Book 1 of
 MacIs., page 639.

M. F. Whelan, et al

Fees: \$3.50

J. P. Fuller
 County Clerk.

This Agreement, made and entered into this 24th day of January, 1927, by and between Will F. Kahl, hereinafter called the "Owner", party of the first part, and M. F. Whelan, C. M. Linden, Alex Bertagnolli and V. J. Facinelli, hereinafter called the "Contractors", parties of the second part, witnesseth

THAT WHEREAS, On or about the 28th day of April, 1923, pursuant to an application therefore, there was issued to the "Owner" a permit, under Section 13 of the Act of February 25, 1920, (41 Stat. 436), Serial No. 09056, Evanston, Wyoming, Land Office Series, granting to the "Owner" the exclusive right to prospect for oil and gas, the following described lands, situate in the so-called "LaBarge" Oil Field, in Sublette County, Wyoming, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$) of Section 26, Township 27 North, Range 113 West of the 6th Principal Meridian, together with other lands not covered by this agreement,

and,

WHEREAS, The "Owner" represents to the "Contractors" that said oil and gas prospecting permit is in good standing and in full force and effect, and that said oil and gas prospecting permit is or will be, on or before February 3rd, 1927, free and clear of all claims or agreements in any way affecting the same and that he, the "Owner", will protect these "Contractors" against all claims and agreements of all persons whatsoever in and to said oil and gas prospecting permit, all the foregoing being subject to the terms, conditions and stipulations of said permit and the rules and regulations of the Department of Interior pertaining to same, and

WHEREAS, The parties hereto believe that the lands above described contain valuable deposits of oil and gas, and

WHEREAS, The "Owner" desires to contract for the exploitation, development and operation of said lands, and the production of oil and/or gas therein, in full compliance with the said Act of Congress, and all regulations thereunder, and

WHEREAS, Said "Contractors" are desirous of obtaining the exclusive right to enter upon the lands above described, and to peaceably prospect therein, and to develop, produce, market and handle any and all oil and/or gas found therein.

NOW, THEREFORE, In consideration of the premises and the full and faithful performance by the "Contractors" of the covenants and agreements hereinafter set forth, and in consideration of the payment to the "Owner" by the "Contractors" of the sum of FIVE THOUSAND (\$5000.) DOLLARS, the receipt whereof is hereby confessed and acknowledged, the "Owner" covenants and agrees to and with said "Contractors" as follows:

ARTICLE I

Section 1. That so long, (and only so long), as the "contractors" shall fully comply with all the terms, conditions, stipulations, agreements, provisions and covenants of this agreement the said "Contractors" shall have and are hereby given exclusive possession and occupation of said above described premises; under said permit above mentioned or any extension or renewals thereof or any leases or renewals thereof that may be hereafter granted by the said United States to said "Owner", his heirs, administrators, executors or assigns, for the purpose of prospecting or drilling and developing, producing and marketing of oil and/or gas therefrom; and the said "Contractors" shall have full and complete charge and control of all operations upon said above described lands and shall continue the control thereof during the life of this agreement; subject, however, to the right of the "Owner", his duly authorized agent or agents, to enter upon said premises at any or all reasonable times for the purpose of inspecting