

Section 5. If the owner shall elect not to sell its royalty oil to the contractor, the contractor shall, nevertheless, furnish necessary storage for such royalty oil, without charge to the owner, until such royalty oil is sold, but not exceeding ninety days storage.

ARTICLE III.

Section 1. This agreement and each and every of its terms, provisions and conditions shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; but the contractor shall not have the right to assign without the written consent thereto of the owner first had and obtained.

Section 2. Nothing herein contained shall be construed as being in any manner in derogation of any of the terms, conditions or provisions of the Act of Congress under and by virtue of which said permit is issued, nor any regulations of the Department of the Interior lawfully promulgated thereunder; but, on the contrary, this agreement shall in all particulars be deemed amenable to reformation to conform to the provisions of the said Act and/or such regulations, and shall thereupon be in full force and effect as so reformed.

Section 3. Of any taxes levied during the life of this agreement on or against production from the lands the subject of this agreement, the owner shall pay its proportionate share thereof, based upon its ownership, of such production, and the contractor shall pay the balance of such tax.

IN WITNESS WHEREOF, the said The Denver LaBarge Oil and Gas Company has caused these presents to be executed in its name by its President and Attestee by its Secretary with its corporate seal and said Lee A. Craw has hereunto set his hand this day and year first above written.

Attest:

THE DENVER LABARGE OIL AND GAS COMPANY

S. H. Weber, Sec.

By A. J. Morgan Vice-President.

Witnesses to the signatures of
the officers of The Denver La
Barge Oil Company

Lee A. Craw Contractor.

(SEAL)

J. J. Laton

J. J. Laton

Witnesseth to the signature of
Lee A. Craw:

Foster C. Bumpers

STATE OF COLORADO)
) SS.
CITY AND COUNTY OF DENVER)

On this 5th day of January, 1926, before me appeared A. J. MORGAN, to me personally known, who being first duly sworn made oath that he is the Vice-President of the Denver LaBarge Oil and Gas Company, the corporation described in the foregoing instrument, that the seal attached to said instrument is the corporate seal of said corporation that the said instrument was executed and the said corporate seal attached on behalf of said corporation by authority of its Board of Directors and acknowledged said instrument to be the free act and deed of said corporation.

My commission expires My Commission expires Oct. 31 1926

Given under my hand and Notarial seal this day and year in this certificate first above written.

(SEAL)

Stephen W. Ryan

Notary Public

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

On this 16th day of November, 1925, before me personally appeared Lee A. Craw, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

My Commission Expires Jan. 5, 1927.

Given under my hand and notarial seal this day and year in this certificate first above written.

(SEAL)

Lee A. Dayton

Notary Public

No. 3782

CONTRACT AND AGREEMENT

Frank Murphy

STATE OF WYOMING,)

To

: SS. Filed for record in my office this
COUNTY OF SUBLETTE) 14th day of May A. D. 1927 at 10:30
o'clock A. M., and duly recorded in Book 2 of Mscls., page
82.

Oliver Wilson, et ux

Fees, \$2.00

J. P. Fuller

County Clerk.