

WITNESS the parties hereto, in duplicate, the day and year first above written.

(CORP. SEAL)

WESTERN SLOPE OIL AND REFINING COMPANY
Owner.

Witness:

By W. S. Kimball (SEAL)
President.

E. S. Holmberg

Attest: W. B. Haselmire (SEAL)

Roy A. Mason

H. E. Robinson (SEAL)
Operator

THE STATE OF WYOMING)
COUNTY OF NATRONA) SS.

On this 18th day of June, A. D. 1928, before me personally appeared W. S. Kimball, Sr. and W. B. Haselmire, to me personally known, who being by me duly sworn, did say that they are President and Secretary, respectively of Western Slope Oil and Refining Company, a Wyoming corporation; that the seal affixed to the above and foregoing instrument is the corporation seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said W. S. Kimball, Sr., and W. B. Haselmire acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 18th day of June, A. D. 1928.

(SEAL)

Jessamine H. Freeman
Notary Public.

My commission expires September 20th, 1929.

THE STATE OF WYOMING)
COUNTY OF LINCOLN) SS.

On this 11th day of June, A. D. 1928, before me personally appeared H. E. Robinson 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.

Given under my hand and notarial seal this 11th day of June, A. D. 1928.

(SEAL)

Anna Johnson
Notary Public.

My Commission Expires Aug. 18th, 1929.

AGREEMENT

THIS MEMORANDUM OF AGREEMENT entered into in triplicate this 10th day of May, 1924 by and between A. F. Stumpf of Kemmerer, Wyoming, party of the first part and Western Slope Oil And Refining Company, a Wyoming corporation, party of the second part, WITNESSETH:

WHEREAS, the party of the first part is the owner and holder of a certain oil and gas prospecting permit issued by the Department of the Interior of the United States of America under and by virtue of the Act of Congress approved February 25, 1920, (Public No. 146) said permit being known as U. S. Land Office Evanston, Wyoming, Serial No. 09561, which said permit is dated the 16th day of January, 1924; and

WHEREAS, the said party of the first part on the first part on the 7th day of January, 1924, entered into two separate written agreements with one J. M. Booth and his assigns respecting the application for said permit, and the permit when granted, and on the 9th day of January, 1924, the said party of the first part entered into another written agreement with The Denver-La Barge Oil and Gas Company, a corporation, respecting a supposed conflict of interests on part of the lands involved in the application for permit, which said agreement was made subject to the agreements above mentioned as entered into with the said J. M. Booth and since that date the above mentioned permit has been granted to the party of the first part embracing all of the lands mentioned in the application; and

WHEREAS, the said J. M. Booth and his assigns have directed the party of the first part to enter into this agreement with the party of the second part as the assignee of the rights and interests of the said J. M. Booth and assigns as set forth in the above mentioned agreements, the same to be done in furtherance of the terms, conditions and intentions of the original agreements entered into between the said party of the first part and the said J. M. Booth, and it is the desire of the party of the first part to fully comply with the terms, intentions and purposes of said agreements.

NOW, THEREFORE in consideration of the premises the sum of One (\$1.00) Dollar and other good and valuable considerations, the receipt of which is hereby confessed and acknowledged, the said party of the first part hereby gives and grants unto the party of the second part, the right and privilege, subject to the terms and conditions of the above mentioned permit, to enter upon the lands, or any part thereof, embraced within said permit, and to prospect thereon for oil and gas, and drill such wells on the land on which this grant and privilege is given as it may desire, and the said party of the first part agrees that as soon as the party of the second part shall request he will execute and deliver to it an assignment of the above mentioned permit, if such an assignment has not been requested and made he will, after a discovery, within the meaning of the permit has been made of either oil or gas, make application for a lease to the Government of the United States of America, and execute such instrument or instruments, in writing as may be necessary to secure unto the party of the second part, the exclusive right to all oil and gas produced from said lands, and the proceeds derived therefrom, save and except the reservations hereinafter specifically mentioned and reserved to the party of the first part, and save and except the royalty to be paid to the United States.

IT BEING EXPRESSLY UNDERSTOOD AND AGREED that the lands embraced within said permit and included in this agreement are the following described lands, to-wit: