

in person and acknowledged that they signed, sealed and delivered said instrument of writing as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 18 day of April, 1939.

Geo. A. Moffat, Notary Public

My commission expires on the
22 day of April, 1942.

(NOTARIAL SEAL)

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 24 day of February, A.D. 1939, before me the undersigned, a Notary Public in and for the said County and State, personally appeared J. F. Garliepp, known to me to be the President, and Frank P. Barton known to me to be the Secretary of Yellowstone Oil Company of California, the corporation that executed the within instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Blanche M. Athurton, Notary Public in
and for said County and State.

My Commission Expires
March 10. 1941

(NOTARIAL SEAL)

No. 22240

AGREEMENT

Henry L. Budd,
et ux

THE STATE OF WYOMING)
County of Sublette) ss.

To

Yellowstone Oil Company
of California

This instrument was filed for record in my office at 11:00 o'clock A. M. on the 20th day of May A.D. 1939 and duly recorded in Book 5 of Miscellaneous, on page 205.

FAREN C. FALER, County Clerk

Fees. \$1.50

IT IS HEREBY MUTUALLY AGREED by and between HENRY L. BUDD and VELMA BUDD as Lessors in that certain Lease dated February 1, 1937 and recorded February 16, 1937 in Book 3 of Miscellaneous on Page 373, records of Sublette County, Wyoming, and YELLOWSTONE OIL COMPANY OF CALIFORNIA, successor of C. Ed. Lewis named as Lessee in said Lease, hereinafter designated as Lessee, that the time within which to resume drilling operations upon the test well referred to in paragraph 4 of said lease is hereby extended to May 1, 1939.

IT IS FURTHER AGREED that if actual drilling is not so resumed and thereafter diligently, continuously and without interruption prosecuted according to good oil field practice, with at least two (2) crews of men, said Lease shall ipso facto terminate without further notice and thereupon Lessee shall deliver to Lessors a good and sufficient quitclaim deed so as to clear the title to the premises covered by said Lease from any lien created by the recordation of said Lease or any assignment thereof.

It is expressly understood that the provisions of said Lease relative to the serving of ninety (90) days' notice for failure to comply with the provisions thereof shall not apply to the prosecution of drilling operations upon said test well, and that as to all subsequent operations under said Lease, upon failure of Lessee to comply with any covenant thereof, (except as to payment of rentals or royalties, for which ten (10) days' written notice of failure to pay is required), and the continuance of such failure for thirty (30) days after written notice thereof from Lessors specifying the covenant or covenants which Lessee has failed to perform, said Lease shall terminate and all rights and obligations of Lessee therein shall cease, it being expressly agreed that the provisions of said Lease allowing Lessee ninety (90) days' notice of such failure are hereby annulled.

Except as herein expressly modified, said Lease shall remain in full force and effect.

DATED: February 24, 1939.

WITNESS: Geo. A. Moffat

Henry L. Budd

Velma C. Budd
Lessors

YELLOWSTONE OIL COMPANY OF CALIFORNIA

By J. F. Garliepp, President

By Frank. P. Barton, Secretary
Lessee

(CORPORATE SEAL)

SUBLETTE LEASING COMPANY joins herein to the extent of its interest in said lease.

SUBLETTE LEASING COMPANY

By J. F. Garliepp, President

By Ethel Garliepp, Asst Secretary

(CORPORATE SEAL)