

2. Second Party agrees that when it has received the \$5,000.00 cash and the promissory note referred to in paragraph 1 above it shall thereupon deliver to Third Party a bill of sale to the assets referred to above and deliver to First Party a good and sufficient release of the mortgage deed executed by First Party to Second Party and referred to above, as well as the promissory note executed April 28, 1939, it being understood that in lieu of the payment of the sum provided to be paid by First Party to Second Party under the promissory note Second Party shall be entitled to receive the oil payment as hereinbelow provided for.

3. First Party hereby assigns to Second Party its right to receive production from Third Party out of two and one-half per cent (2½%) of all oil, gas and other hydrocarbon substances produced, saved and sold from the following described lands:

The Northeast Quarter (NE₁) and East Half of the Northwest Quarter (E₁NW₁) of Section Seventeen (17), Township Twentyseven (27) North, Range One Hundred Thirteen (113) West of the Sixth Principal Meridian, containing Two Hundred Forty (240) Acres, situated in Sublette County, Wyoming; and The West Half of the Northwest quarter (W₁NW₁) of Section Seventeen (17), Township Twentyseven (27) North, Range One Hundred Thirteen (113) West of the Sixth Principal Meridian containing Eighty (80) Acres, situated in Sublette County, Wyoming;

or such part thereof as shall be allocated thereto under the terms of the North LaBarge Unit Agreement, upon the following terms and conditions:

(a) Second Party shall be entitled to receive one per cent (1%) of the gross proceeds received from the sale of all oil, gas, and other hydrocarbon substances produced, saved and sold from the above described land, or such part thereof as shall be allocated thereto under the terms of the North LaBarge Unit Agreement, during the period that one and one-half per cent (1½%) of the proceeds is being paid to the Midvale Oil Corporation and when the said Midvale Oil Corporation has received Twelve Thousand (\$12,000.00) Dollars in cash out of said one and one-half per cent, thereafter Second Party shall be entitled to receive a total of two and one-half per cent (2½%) of the proceeds received and said payments in oil shall continue until such time as the Second Party has received the total payment in cash of Sixteen Thousand Nine Hundred Thirty (\$16,930.00) Dollars.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals the day and year first above written.

First Party	CALMONICA PETROLEUM CORPORATION By <u>Ed Smale</u> , Pres.
Second Party	By <u>D. J. Klyce</u> , Sec. <u>Stephen Grinch</u> <u>Veda Grinch</u> Co-partners operating under the firm name and style of Oreana Refining Company.
Third Party	NORTH LABARGE OIL COMPANY By <u>Susan J. Quealy</u> , President By <u>Jos. A. Minton</u> , Secretary

(CORPORATE SEAL)

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

ON THIS 12th day of October A.D., 1939, before me, Marguerite L. Murphy, a Notary Public in and for said County and State, personally appeared Ed Smale, known to me to be the President and D.J. Klyce, Secretary of the Calmonica Petroleum Corporation the Corporation that executed the within Instrument, known to me to be the person who executed the within instrument, on behalf of the Corporation therein 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.

(NOTARIAL SEAL)

Marguerite L. Murphy, Notary Public
in and for said County and State.

MINUTES OF A SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF THE CALMONICA PETROLEUM CORPORATION
HELD AT 1001 NORTH ORANGE DRIVE HOLLYWOOD CALIFORNIA.
ON THE TENTH DAY OF OCTOBER 1939. COMMENCING AT THE HOUR
OF TWO O'CLOCK IN THE AFTERNOON.

Pursuant to a call and waiver of notice, a special meeting of the Board of Directors of Calmonica Petroleum Corporation was held at the office of Symons Brothers Development Company, 1001 North Orange Drive, Hollywood, California, on the tenth day of October 1939, commencing at two o'clock in the afternoon.
The following Directors were present:

E. B. SYMONS, VEDA RILEY GRINCH, ED SMALE, D. J. KLYCE and GEORGE WRIGHT.

The meeting was called to order by the President Ed Smale, and the call and waiver were read which are as follows:

THE CALL:

Hollywood, California.
Oct. 1, 1939.

To the Board of Directors of
Calmonica Petroleum Corporation: