

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and affixed the official seal of said Court at my office in Pinedale, Wyoming, this 9th day of August A. D. 1943.

(DISTRICT COURT SEAL)

Faren C. Faler, Clerk of the District Court.

By Helen Atwood, Deputy.

FILED AUG 6 1943
Faren C. Faler County Clerk and Ex-Officio
 Clerk of Court Sublette County, Wyoming
 By Helen Atwood, Deputy

No. 31120

A G R E E M E N T

C. I. Justheim, et al

THE STATE OF WYOMING)

SS.

To

County of Sublette)

Fred Cook

This instrument was filed for record in my office at 9:00 o'clock A.M. on the 20th day of August A.D. 1943 and duly recorded in Book 9 of Miscellaneous on Page 165.

Fees, \$1.50

Faren C. Faler, County Clerk.

THIS AGREEMENT, made and entered into at Salt Lake City, Utah, this 3rd day of July, 1941 by and between C. I. Justheim, J. B. Crapo, and J. H. Morgan, all of Salt Lake City, Utah, hereinafter called First Parties, and Fred Cook of Clarendon, Texas, hereinafter called Second Party.

WITNESSETH: THAT, WHEREAS, First Parties have acquired certain oil and gas leases in Townships 28, 29, 30 North, Ranges 113 and 114 West, 6 P.M., Sublette County, Wyoming; and,

WHEREAS, First Parties have formed an Utah corporation known as the Sunset Oil & Gas Company and have assigned certain leases to said corporation and have commenced a well on the SE1/4 Section 10, Township 29 North, Range 113 West, 6 P.M., Sublette County, Wyoming, and have drilled to a depth of approximately 700 feet; and,

WHEREAS, First Parties have entered into an Agreement with C. Ed Lewis and his wife, Lucile Lewis, a copy of said agreement being attached hereto and made a part hereof and marked Exhibit "A"; and,

WHEREAS, the contracting parties believe that there exists quantities of natural gas on the structural "Highs" in the Townships and Ranges hereinabove set forth in quantities sufficient to supply a natural gas demand in areas of Southern Idaho and Northern Utah, and so believing the parties desire to develop production of said natural gas and transport and distribute the same to the said areas; and,

WHEREAS, Second Party is familiar with the natural gas distribution business in Texas and other communities of the United States.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants hereinafter contained to be fulfilled by the respective parties, it is hereby agreed between the Parties as follows, to-wit:

1. First Parties agree to assign to Second Party an undivided one-fourth ($\frac{1}{4}$) interest in and to:

a. Any and all oil and gas leases which they have acquired or may hereafter acquire in the above described Townships 28, 29, 30 North, Ranges 113 and 114 West, 6 P.M., Sublette County, Wyoming.

b. One-fourth ($\frac{1}{4}$) of the issued and outstanding stock now owned and controlled by them in the Sunset Oil & Gas Company.

c. One-fourth ($\frac{1}{4}$) of the stock of the Wyoming Petroleum Corporation if and when the same stock is acquired by them pursuant to the Lewis contract, Exhibit "A".

d. One-fourth ($\frac{1}{4}$) of the stock of the Idaho Natural Gas Corporation if and when same is formed under the laws of the State of Idaho for distributing natural gas in Idaho.

2. It is understood and agreed that as operations develop, that Second Party shall be Superintendent of operations for the gas distributing company or companies formed by the contracting parties.

3. Second Party agrees to complete his survey and report of the pipe line and consumption areas.

4. Each of the contracting Parties agree severally and jointly to use their best efforts toward:

a. Acquiring drilling contracts for drilling wells on the lands above set forth on the best terms possible and for the greatest interest of the Parties herein named.

b. Securing contracts and finances for the pipeline and the distributing company or companies.

5. Contracting parties agree that in the process of raising finances for drilling on any part of the lands hereinabove described or for the purpose of laying pipelines that they will give up equally of the interests they now hold or hereafter acquire in order to raise said finances for said drilling or laying pipelines.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their signatures this 3rd day of July, 1941.

WITNESS:

A. E. Shaw

Clarence I. Justheim

J. B. Crapo

J. H. Morgan
 First Parties