

RECORDED: District Court Journal 2, Page 156

FILED MAY 4 1942
Faren C. Falter County Clerk and Ex-Officio
Clerk of Court Sublette County, Wyoming
By Helen Atwood, Deputy

THE STATE OF WYOMING) ss.
County of Sublette)

I, Helen Atwood Clerk of Court within and for said County and in the State aforesaid, do hereby certify the foregoing to be a full, true and complete copy of the original "Motion for Dismissal" and "Order"; Civil Case No. 560; Dick Westra, Plaintiff vs. Walter W. Scott, Defendant;---as same appears of file and on record in this office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and affixed the official seal of the said Court, at my office in Pinedale, Wyoming, this 30th day of January A. D. 1945.

(DISTRICT COURT SEAL)

Helen Atwood, Clerk of Court.

No. 32467

AGREEMENT

J. B. Crapo, et al

THE STATE OF WYOMING) ss.

This instrument was filed for re-
cord in my office at 11:00 o'clock
A. M. on the 31st day of January
A. D. 1945 and duly recorded in
Book 9 of Miscellaneous on Page
306.

To

County of Sublette)

H. H. Howell

Fees \$1.50

Helen Atwood, County Clerk

THIS AGREEMENT, made and entered into at Salt Lake City, Utah, this 14 day of August, 1942, by and between J. B. Crapo, Fred Cook, C. I. Justheim, and J. H. Morgan, hereinafter called First Parties and H. H. Howell of Alice, Texas hereinafter called Second Party.

WITNESSETH

WHEREAS, First own and control certain leases and application for leases on (1) Jensen structure (2) Big Piney structure (3) West structure as shown in exhibits a-b-c.

WHEREAS, Second Party desires to sub lease from first parties said leases on the terms and conditions hereinafter set forth:

Now Therefore, in consideration of the mutual promises and conditions to be performed by the respective parties it is hereby agreed between them as follows to wit:

1. That second party will complete the Eldredge No. 1 well, located on the NW $\frac{1}{4}$ section 3-T. 29N. R. 113 W. 6 P. M. on or before October 15, 1942 to a depth of 2,000 feet or until oil or gas in commercial quantities at a lesser depth, or terminate this agreement.

2. That second party will pay first parties \$200,000.00 from $\frac{1}{4}$ of the gas production (specifically excluding oil or other liquid hydrocarbons) after landowners royalties are deducted, from gas sold from the lands in T. 29 N-R. 113 W. 6 P.M. and thereafter pay royalties as expressed in paragraph 3 below.

3. That second party will pay to first parties direct from the gas purchaser twenty-five (25%) percent of the purchase price of all gas sold from the lands assigned to second party under this agreement, after the landowners' royalties have been deducted.

4. That after second party determines to abandon any well drilled by him under this agreement he shall notify first parties of his intention to abandon at which time first parties may at their option elect to complete the well or wells themselves upon the following arrangements:

(a) First parties to furnish casing, tubing, cement, and other sundry materials necessary to complete said well; second party agrees to furnish the rig complete and the necessary labor to complete the said well on time. Upon completion, second party agrees to assign to first parties the well and eighty (80) acres in a legal subdivision surrounding the well.

5. That second party will furnish any information upon request in regard to the drilling of any well drilled under this agreement, including logs and electric surveys, etc., and that first parties may have access to the derrick floor at any time at their own risk.

6. That second party has the use of gas free for development and lease operations including repressuring, on all leases included in A-B-C insofar as first parties interest is concerned.

7. First parties shall have the option and/or first call to purchase all or any part of the gas produced from the acreage under this agreement at the established price of four (4 $\frac{1}{2}$) cents per thousand cubic feet at the well at 10 oz. above atmospheric condition sixty degrees Fahrenheit.

8. That in the event Second Party is unable or unwilling to retain any lease or leases signed to him under this agreement for non-payment of rent or lease requirements, Second Party agrees to assign to First Parties the said lease or leases sixty (60) days prior to the time rental payments are due or the lease or leases terminated because of lease obligations.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures the day and year first above written.

Witness: