

A G R E E M E N T

THIS AGREEMENT made and entered into this 27th day of August, 1947, by and between the Desert Oil Company of Rock Springs, Wyoming, a co-partnership composed of Rulon R. West and Owen W. West, first party, and M. J. Murphy and Esther Murphy, and James S. Middleton and Mable Middleton, assigns of M. J. Murphy and Esther Murphy, second parties, WITNESSETH:

WHEREAS the parties hereto on the 25th day of August, 1945, made and entered into a certain lease to the following described real property:

That portion West of the Fire Wall of that certain building known as the "Hockett Building" said Building being located on Lots Seven (7), Eight, (8), Nine (9), and Ten (10), in Block Nine (9), Pattersons First Addition to the Town of Pinedale, Sublette County, State of Wyoming.

and

WHEREAS the terms of said lease, among other things provides for the delivery price of gasoline sold by the first party to the second parties F. O. B. Pinedale, Wyoming, and also the territory in which the second parties shall have the exclusive right to retail and wholesale the products of the first party;

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

That for and in consideration of the sum of \$1.00 paid by the first party to the second parties, the receipt of which the second parties do hereby acknowledge, it is agreed that the terms of the aforesaid lease be, and the same are hereby amended, as follows:

(a) That the delivery price of gasoline mentioned in Exhibit "A" attached to said lease shall refer only to deliveries of gasoline in quantities of 4,000 gallons or more.

(b) That that part of the territory including Boulder, Wyoming, shown on the map attached to said lease are hereby released to the Desert Oil Company, a co-partnership, and that all distribution of said petroleum products of the first party to