

ARTICLE X

Anything herein to the contrary notwithstanding, no change, modification or alteration of this instrument shall be valid unless the same be made or specified in writing, signed by all the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof.

ARTICLE XI

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the parties hereto have signed their names as of the day and year, namely the 15th day of November, 1967.

J ◊ Land and Livestock Company, a Partnership,

By Joseph R. Hicks  
Joseph R. Hicks, a partner

By Ned Payne  
Ned Payne, a partner

Circle Nine Ranch, Inc.

By Philip H. Hunt  
President

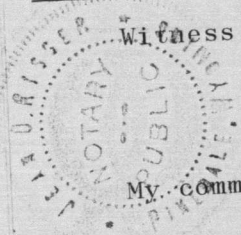
Edna E. Hicks, wife of Joseph R. Hicks, joins in the hereinabove Agreement for the sole purpose of releasing any rights that she might have under and by virtue of the homestead exemption laws of the State of Wyoming.

Edna E. Hicks  
Edna E. Hicks

STATE OF WYOMING      )  
County of Sublette    ) ss.

The foregoing instrument was acknowledged before me this 16 day of November, 1967.

Witness my hand and official seal.



Jean B. Risher  
Notary Public

My commission expires: 12/31/70