

WHEREAS, on or about May 14, 1926, all rights and obligations of said contract were acquired and assumed by, and said Midvale Company is now the assignee of the interest of said Fallis under said contract and the obligor thereof, and

WHEREAS, on the 3rd day of August 1927, the said Midvale Oil Corporation entered into an agreement in writing with one J. C. Theriot whereby the said Theriot agreed to explore for and produce oil and/or gas upon said land, and for that purpose, and in consideration thereof, the said Midvale Oil Corporation agreed to and did assign said drilling contract in so far as it applied to and affected the South half of the North half of the Southeast quarter and the North half of the Southwest quarter of said above described Section 8, said contract having been filed for record on November 19, 1928, and now appearing of record at page 305 of book 2 of the Miscellaneous Records, in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, which said contract is by this reference made a part hereof, and which said contract and all rights of the said Theriot thereunder have, by mesne conveyances passed to and are now held by Circle Oil & Gas Company, hereinafter referred to as Circle Company, and,

WHEREAS, on the 8th day of May 1930, by mutual consent of said D. O. Willey and Midvale Company, said contract was amended by a written agreement whereby, upon mutual and sufficient consideration one to the other contemporaneously passing, the said Midvale Company agreed to pay to the said Willey an over-riding royalty of nine (9%) percent instead of seven one-half (7½%) percent on all Class A land, not included within the contract of Circle Company, and an over-riding royalty of ten (10%) percent instead of five (5%) percent on all Class B land in said Section, not included in the Circle Company contract, and,

WHEREAS, the said Willey has and intends hereby to sell, assign and set over to said LaBarge Company, and for that purpose to segregate to said LaBarge Company, the royalties so agreed to be paid to him by the said Midvale Company, the following, to-wit: a five (5%) percent royalty, being two thirds of the royalty which said Circle Oil Company is obligated in its said contract to pay on Class A land, and a three (3%) percent royalty, being three-fifths of the royalty which said Circle Company is obligated in its said contract to pay on Class B land, and an over-riding royalty of six (6%) percent of all oil and/or gas produced, saved, and sold from any and/or all of the lands of said section, other than those embraced in said Circle Company contract, and,

WHEREAS, the said Midvale Company for a good and sufficient consideration has heretofore indicated its approval of said assignment in writing and by these presents undertakes to pay to the said LaBarge Company the royalties so assigned to said LaBarge Company according to the terms of said drilling contract on said May 6, 1926, aforesaid, and supplemental contract subsequently made as aforesaid.

NOW, THEREFORE, for good and sufficient lawful consideration to each and both of them, the receipt of which by each of them is hereby acknowledged at the hands of the said LaBarge Company, the said Willey hereby sells, assigns, sets over and conveys to the said LaBarge Company, and hereby authorizes and directs the said Midvale Company to pay to said LaBarge Company, and the said Midvale Company does hereby agree to pay to the said LaBarge Company agreeable to said assignment and directions, and according to the terms of the contracts hereinbefore referred to, and over-riding royalty of six (6%) percent on all oil and/or gas produced, saved and sold from the following described lands situated in said Section 8 aforesaid, to-wit:

Northwest Quarter (NW¼), North half of the Northeast Quarter (N½NE¼), Southwest Quarter of the Northeast Quarter (SW¼NE¼), North half of the North half Southeast Quarter (N½N½SE¼); South half of the Southeast Quarter (S½SE¼); South half of the Southwest Quarter (S½SW¼),

and the said Willey hereby assigns, sells and sets over to the Wyoming LaBarge & Dry Piney Oil Company, a five percent (5%) royalty on all A land and a three (3%) percent royalty on all B land described in, and, being a part of the royalties provided by contract to be paid by said Circle Company aforesaid, and said Willey and said Midvale Company hereby agrees to said assignment.

It is hereby further understood and agreed that in the proportion which the royalties which are hereby assigned to the said LaBarge Company bear to the royalties reserved by the said Willey in his said contract with the said Fallis and in the said supplemental contract of May 8, 1930, the said LaBarge Company shall be considered to that extent a party in interest with the said Willey in and to all rights secured by him in his said contract with the said Fallis, and in and to said permit, and in and to all contracts that may hereinafter be made by the said Willey his successors or assigns with reference to said Section 8.

And the said D. O. Willey hereby agrees to surrender up to said LaBarge Company without delay all stock in said company held by either him and/or his brother I. E. Willey approximately 70,000 shares.

In witness whereof the said Midvale Oil Corporation and the said Wyoming LaBarge and Big Piney Oil Company have caused this instrument to be signed by their respective Presidents and Secretaries, this 8th day of May 1930.

Witness to all signatures:

W. C. Kinkead

Midvale Oil Corporation

By Garland F. Fallis
President.

By George G. Becketl
Secretary.

Wyoming LaBarge & Dry Piney Oil Company.

By Geo. W. Danley
President.

By Grace S. Thomas
Secretary.

D. O. Willey