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RECORDED *July 6, A.D., 1954 at 3:00 P.M.*
 IN BOOK *904* *Leases* PAGE *28*
 FEES \$1. *50* ~~100~~ *summers* COUNTY CLERK
 SUBLLETTE COUNTY, PINEDALE, WYOMING

AGREEMENT

This agreement made and entered into this 1st day of May, 1954, by and between William J. McGinnis and Mamie McGinnis, his wife; Anderson L. McGinnis and Delia McGinnis, his wife; Frank R. McGinnis, and Viola McGinnis, his wife; Walter C. Yose and Miranda Yose, his wife; and the following as the heirs at law and distributees under the Will of Mary H. McGinnis, deceased; Caroline M. Warner, Anderson L. McGinnis, Miranda Yose, Lucille A. Budd, William J. McGinnis, Olive H. Irwin, Frank R. McGinnis, parties of the first part, hereinafter called "Lessor" (whether one or more) and WESTERN OIL REFINING COMPANY, a Wyoming corporation, party of the second part, hereinafter called "Lessee."

WHEREAS, William J. McGinnis and Mamie McGinnis, his wife; Anderson L. McGinnis and Delia McGinnis, his wife; Frank R. McGinnis and Viola McGinnis, his wife; Walter C. Yose and Miranda Yose, his wife; Mary H. McGinnis, a widow, did enter into an oil and gas lease with Western Oil Refining Company bearing date of July 30, 1947, covering the following described lands in Sublette County, Wyoming, to-wit:

Township 28 North, Range 113 West, 6th Principal Meridian, Wyoming

Section 17: Tract 38, also known as NE1/4SW1/4
 Tract 40, also known as SW1/4SE1/4

Containing 80 acres more or less, and

WHEREAS, the following parties hereto have succeeded to the interest of Mary H. McGinnis, now deceased, as her heirs at law and sole distributees under the Last Will and Testament of said Mary H. McGinnis: Caroline M. Warner, Anderson L. McGinnis, Miranda Yose, Lucille A. Budd, William J. McGinnis, Olive H. Irwin, Frank R. McGinnis; and,

WHEREAS, the above described lands are within the area described and made subject to operation under the terms and conditions of the Tip Top Unit Agreement dated November 1, 1947, which Agreement became effective as of February 19, 1948; and,

WHEREAS, said Unit Agreement is in full force and effect, and owners of working, royalty or other oil or gas interests in the said Unit Area have committed their respective interests in and to the above described lands to development and operation in accordance with the terms and conditions of said Unit Agreement; and,

WHEREAS, said lease above described as it is modified by said Unit Agreement provides no compensation to Lessor for the use of the leased lands prior to the time all or any part of the leased lands as hereinabove first described is within a participating area or is entitled to receive royalties from production as defined and determined under the provisions of said Unit Agreement; and,

WHEREAS, the parties hereto did make and execute an "Agreement" bearing date 8th day of October, 1952, intending thereby to accomplish the same purpose as expressed in this "Agreement", the language of which instrument is deemed subject to possible misunderstanding; and

WHEREAS, it is the desire and purpose of the parties hereto to provide for such compensation to Lessor,

NOW, THEREFORE, the parties hereto agree as follows:

1. That the instrument entitled "Agreement" between the parties hereto and bearing the date 8th day of October, 1952, is hereby superseded and terminated.
2. That the lease dated July 30, 1947, by and between the parties hereto and covering the above described lands, has heretofore been and is now effectively committed to the Tip Top Unit Agreement, I Sec. 557, dated November 1, 1947.
3. That the said lease as modified by said Unit Agreement is in full force and effect and shall so continue during the life of said Unit Agreement or until said lands shall be excluded from said Unit Agreement in accordance with the terms and conditions thereof.
4. That during the term of the said Tip Top Unit Agreement and until the said lands or any part thereof shall be included in a participating area or shall be otherwise entitled to receive royalty from production under the terms of said Unit Agreement, Lessee promises to pay Lessor annual compensation for the use of said lands in the amount of \$100.00. The first such payment shall be due July 30, 1954 and subsequent payments shall be due on the anniversary date thereof. Lessee may at its option pay such sum to Anderson L. McGinnis as agent for all said Lessors or by deposit to the credit of said Lessors, in the First National Bank of Kemmerer, Wyoming. In the event that any portion of the lands covered by said above described lease is excluded from the Unit Agreement, the compensation which Lessee promises to pay shall be proportionately reduced.