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AGREEMENT

RECORDED October 22, 1954 10:30 A.
 IN BOOK 1004. Page 223
 FEES \$ 1.50 ~~1.50~~ COUNTY CLERK
 SUBLETTE COUNTY, PINEDALE, WYOMING

This agreement made and entered into this 23rd day of August, 1954, by and between MARY J. HADDENHAM, a widow; LILLIAN JOHNSON and ALBERT JOHNSON, her husband; DEWEY BONDURANT, a widow; FLORENCE VICKREY and WALTER VICKREY, her husband; JESSIE STOTTS and ARTHUR STOTTS, her husband; JOHN C. HADDENHAM and CLEO HADDENHAM, his wife; MARY KAMPMAN and OLIVER H. KAMPMAN, her husband; HAZEL MARTS and WILLIAM MARTS, her husband; EDITH SMITH and ALVA SMITH, her husband, parties of the first part, hereinafter called "Lessor" (even though more than one) and WESTERN OIL REFINING COMPANY, a Wyoming corporation, party of the second part, hereinafter called "Lessee" or "Western."

WHEREAS, Mary J. Haddenham did enter into and execute an oil and gas lease bearing date of 30th day of July, 1947, wherein "Western" was the lessee, which oil and gas lease described and pertained to the following described lands in Sublette County, Wyoming, to-wit:

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

Section 17: W1/2SW1/4, SE1/4SW1/4, now re-surveyed and described as Tract 39,

Containing 120 acres more or less, and

WHEREAS, the above described lands are within the area described and are made subject to the operation under the terms and conditions of the Tip Top Unit Agreement number I Sec. 557, 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 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, Mary J. Haddenham and "Western" did make and execute an "Agreement" bearing date 18th 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, Mary J. Haddenham has by a Quitclaim Deed bearing date of 27th day of July, 1954, sold, assigned and conveyed all of her right, title and interest in and to the above described lands to the following named persons: Lillian Johnson, Dewey Bondurant, Florence Vickrey, Jessie Stotts, John C. Haddenham, Mary Kampman, Hazel Marts, and Edith Smith, said grantees being the same persons named as parties to and signatories to this agreement; and,

WHEREAS, it is the desire and purpose of the parties hereto to provide for compensation for the use of the leased lands prior to the time all or any part of the leased lands as hereinabove first described are included within a participating area or are entitled to receive royalties from production as defined and determined under the provisions of said Unit Agreement and are further desirous of fixing the terms and conditions of the payment of said compensation.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements between them the parties hereto agree as follows:

1. That the instrument entitled "Agreement" between the parties hereto and bearing the date 18th 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 thereon or under the terms of the said Unit Agreement, Lessee promises to pay to Lessor annual compensation for the use of said lands in the amount of \$121.25. The first such payment shall be due and payable on July 30, 1955 and such payment shall be compensation for the period July 30, 1955 to July 29, 1956, and subsequent payments shall be due on the anniversary dates thereof. 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. Payment of the annual sums shall be paid in the following manner: During the lifetime of Mary J. Haddenham and until due notice shall be served on Lessee of the death of Mary J. Haddenham, such sums shall be paid to the said Mary J. Haddenham in its full amount and such payment will be full satisfaction of all liabilities, terms or conditions of this agreement or of the lease of July 30, 1947. From and after the time when "Western" shall have been notified by the remaining first parties or by any of them of the death of Mary J. Haddenham, then Lessee will pay the sum of \$15.15 annually to each of the following named persons, their heirs or assigns: Lillian Johnson, Dewey Bondurant, Florence Vickrey, Jessie Stotts, John C. Haddenham, Mary Kampman, Hazel Marts, and Edith Smith. Provided however that any such sum payable under the terms of this paragraph may be deposited in the First National Bank of Kemmerer, Wyoming to the credit of the party entitled thereto and such deposit shall be full satisfaction of all liabilities, terms or conditions of this agreement or of the lease of July 30, 1947.
5. The promises of the parties herein contained shall be deemed to be covenants running with the land and shall inure to the benefit of the parties, their successors and assigns.
6. This instrument may be executed in any number of counterparts and the signature of any party hereto on any counterpart of this instrument shall be deemed as signatures to all such executed counterparts so that all counterparts hereof shall be considered a single instrument.

(over)