

MODIFICATION OF DEED RESTRICTION

THIS INDENTURE, made this 4th day of January, 1983,  
by and between AMOCO OIL COMPANY (formerly The American Oil Company), a Maryland  
corporation, Grantor, and DOUGLAS K. MINICK and RANELLE MINICK, husband and wife,  
Grantees,

WITNESSETH:

WHEREAS, by Warranty Deed dated the 25th day of September, 1979, Grantor  
conveyed unto Grantees the following described real estate, situated in the  
County of Sheridan and State of Wyoming, to wit:

Lots One (1), Two (2), Three (3), Four (4) and the North  
Thirty-three (33) feet of Lot Five (5), in Block 1 of the  
Amended Plat of Meyer and Demple's Subdivision, being a  
Subdivision of a tract located in the Northeast Quarter  
(NE 1/4) of the Northeast Quarter (NE 1/4) of Section 22,  
Township 56 North, Range 84 West of the Sixth Principal  
Meridian, Sheridan County, Wyoming.

WHEREAS, said Warranty Deed contained the following restriction:

"The Grantees herein hereby covenant and agree for themselves, their  
heirs, executors, administrators, grantees, successors and assigns, that no part  
of the real estate herein conveyed shall be used by said Grantees, their heirs,  
executors, administrators, grantees, successors or assigns, for the purpose  
of conducting or carrying on the business of selling, handling or dealing in  
gasoline, kerosene, benzol, naphtha, greases, lubricating oils, or any fuel to be  
used for internal combustion engines, or lubricants in any form.

"The foregoing restriction shall terminate and be of no further force  
and effect ten (10) years from the date hereof.

"This covenant shall run with the land and be binding on said Grantees,  
their heirs, executors, administrators, grantees, successors and assigns, and  
inure to the benefit of the Grantor herein, its successors and assigns."

WHEREAS, it is the desire of said Grantees that said restriction be  
modified to the extent that it is applicable to selling, handling, dealing in  
greases, lubricating oils, or lubricants in any form,

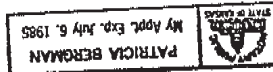
NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00)  
and other good and valuable consideration, to it in hand paid, Grantor hereby  
modifies the foregoing restriction to read in its entirety as follows:

"The Grantees herein hereby covenant and agree for themselves, their  
heirs, executors, administrators, grantees, successors and assigns, that no part  
of the real estate herein conveyed shall be used by said Grantees, their heirs,  
executors, administrators, grantees, successors or assigns, for the purpose of  
conducting or carrying on the business of selling, handling or dealing in gasoline,  
kerosene, benzol, naphtha, or any fuel to be used for internal combustion engines.

"The foregoing restriction shall terminate and be of no further force  
and effect ten (10) years from the date hereof.

"This covenant shall run with the land and be binding on said Grantees,  
their heirs, executors, administrators, grantees, successors and assigns, and  
inure to the benefit of the Grantor herein, its successors and assigns.

Except as modified herein, all covenants, conditions and restrictions  
set forth in the aforesaid Warranty Deed shall remain in full force and effect.



*Patricia Bergman*  
Notary Public

Witness my hand and official seal.

The foregoing instrument was acknowledged before me this 10th day of January, 1983, by K. M. Houghton, the Manager-Capital Investment of Amoco Oil Company, a Maryland corporation, on behalf of said corporation.

STATE OF KANSAS )  
COUNTY OF JOHNSON )  
SS.



ATTEST:

By K. M. Houghton  
K. M. Houghton, Manager-Capital Investment  
AMOCO OIL COMPANY

APPROVED AS  
TO FORM  
1746

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed by its Manager-Capital Investment and its corporate seal to be hereto affixed and attested by its Assistant Secretary, the day and year first set forth above.