

(c) That at its own expense, employing such attorneys as may be necessary therefor, the Contractor shall make a good faith effort to have the lands the subject of this agreement reclassified or declared to be of the character subject to the Government royalties provided for lands embraced in permits issued under and pursuant to Section 13 of said Act; and, if successful in its said efforts, any and all saving in royalties accomplished as a result thereof by way of reduction in the amount of royalties which otherwise would have been charged by and payable to the Government under the provisions of said Sub-division (c) of Section 19 of said Rules and Regulations and said tables for computation of royalties, shall be divided between the Owners and the Contractor on the basis of Fifty per cent (50%) thereof to the Contractor. If, however, the Contractor's efforts to have said lands declared to be of the character subject to Section 13 permit royalties shall fail, then the Contractor shall in good faith endeavor to obtain the greatest possible reduction in the royalties which otherwise would be charged by and payable to the Government under the provisions of said Sub-division (c) of Section 19 of said Rules and Regulations, and said tables for computation of royalties, and if successful in securing any reduction, any and all saving in royalties resulting from such reduction shall be divided between the Owners and the Contractor on the basis of thirty-five per cent (35%) thereof to the Owners and Sixty-five per cent (65%) thereof to the Contractor.

to the Owner and Fifty per cent (50%) thereof to the Owners' proportion of the royalties so saved under the provisions of this paragraph shall be in addition to the royalties which shall belong to the Owners under the provisions of paragraph 4 of Article 1 of this agreement, and nothing herein contained shall be construed in any event or in any manner to reduce the royalties to which the Owner is entitled under the provisions of said paragraph 4.

Section 6. It is understood that the Contractor now has negotiations pending with the Cretaceous Oil Company looking to the development of a part of the lands belonging to said Cretaceous Oil Company, located on the same structure upon which are located the lands embraced in the permit so issued to the Owners; and it is also understood that if the Contractor shall fail to consummate said deal with said Cretaceous Oil Company, then and in that event the Contractor shall within thirty days after said negotiation have terminated, surrender and relinquish to the Owners all right under this agreement and thereupon the mutual rights and liabilities of the parties hereto under this agreement shall terminate.

#### ARTICLE III.

Section 1. That nothing herein contained shall be construed as being in any manner in derogation of any of the terms, conditions or provisions of the Act of Congress under and by virtue of which said permit was issued, or any regulations of the Department of the Interior of the United States lawfully promulgated thereunder; but, on the contrary, this agreement shall in all particulars be deemed amendable to reformation to eliminate or modify any portions thereof found to be in contravention of the provisions of said Act or such regulations or against public policy, and shall remain and be in full force and effect as to all provisions not so eliminated or modified.

Section 2. That this agreement and each and every of its terms, provisions and conditions shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties of the first part have hereunto affixed their hands and seals, and the party of the second part has caused this instrument to be executed by its proper officers, thereunto duly authorized, the day and year first above written. Done in duplicate.

Norma Johnson,  
Witness as to signature of L.F. Fletcher.

Charles P. Budd (SEAL)

Albert Larson,  
Witness as to

Grace MacGlashan (SEAL)

Charles P. Budd & Grace Mac Glashan

L. F. Fletcher. (SEAL)

R. R. Maupin--as to L. B. Maupin,  
Witness as to signatures of Parties of the First Part.

L. B. Maupin (SEAL)  
PARTIES OF THE FIRST PART.

A. N. Johnson,  
Ass't Secretary.

(UTAH)  
(CORPORATE SEAL)

Witness as to signatures Utah Oil Refining Co.

UTAH OIL REFINING COMPANY  
Parties of the Second Part.

W. H. Lovesy

By John C. Howard  
President.

STATE OF WYOMING, )  
SS,  
COUNTY OF SUBLETTE )

On this 8th day of February, 1924, before me personally appeared CHARLES P. BUDD, to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal at Big Piney, Wyoming, the day and year in this certificate first above written.

My commission expires

(SEAL)

Albert Larson  
Notary public in and for the  
County and State aforesaid.

December 28, 1927.

STATE OF WYOMING, )  
SS,  
COUNTY OF SUBLETTE )