

and deliver to first party samples of drillings, each of which samples shall be taken at 10-feet intervals as said drilling proceeds, said samples to be delivered to first party promptly as taken.

23-a. First party's willingness to enter into this or any agreement relative to said lands is conditioned upon its right to purchase all oil and/or gas which may be produced from any of the lands the subject of this agreement; and in consideration of that fact and the right by this agreement conferred on him, second party does hereby give and grant to the party of the first part the exclusive right to purchase at the posted field price in the LaBarge field at the time of production for oil of similar character, all oil belonging or to belong to the party of the second part hereunder or which may come under his control, and produced from any of the lands the subject of this agreement, except such oil as may be required for use in the course of development operations conducted by second party on said lands.

23-b. And for and upon the same considerations, second party does hereby also give and grant to the party of the first part the exclusive right to purchase at the posted field price in the LaBarge field at the time of production for gas of similar character, all gas, including gas from which gasoline may be extracted, belonging or to belong to the party of the second part hereunder and produced from any of the lands the subject of this agreement, except such gas as may be required for use in the course of development operations conducted by second party on said lands.

23-c. It is agreed that the party of the first part shall not be expected or required as a condition to the retention of the rights hereby conferred, to take or purchase any of the oil produced and saved from any of said lands until a pipeline shall have been completed from said LaBarge field to the railroad, and that it shall not be required to take or purchase any of the gas produced and saved from any of said lands until a reasonable time has been allowed for the construction and completion of the pipeline from said structure and a suitable market for said gas has become available.

23-d. It is contemplated that after the completion of said pipeline the party of the first part will exercise its option hereby given in such manner as to take at the price aforesaid all of the oil produced from said lands by the party of the second part, but it is agreed that in the event party of the first part shall fail or decline to take any part thereof so produced, then as to that part thereof so refused, the party of the second part shall be at liberty to make such disposition thereof as he shall desire.

24. 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 amenable 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.

25. 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 party of the first part has caused this instrument to be executed by its proper officers, thereunto duly authorized, and the party of the second part has hereunto affixed his hand and seal the day and year first above written. Done in duplicate.

ATTEST:

UTAH OIL REFINING COMPANY

By _____ President.
First Party.

Witness as to signatures of
officials of First Party.

Witness as to signature of
Second Party.

(SEAL)
Second Party.

STATE OF UTAH }
COUNTY OF SALT LAKE } SS.

On this _____ day of January, 1927, before me personally appeared William R. Wallace and A. N. Johnson, to me personally known, who being by me duly sworn, did say: That said William R. Wallace is the Vice-President, and said A. N. Johnson is the Secretary of the Utah Oil Refining Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said William R. Wallace and A. N. Johnson acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this _____ day of January, A. D., 1927, at Salt Lake City, Utah.

My commission expires:

Notary Public in and for the State
of Utah, residing at Salt Lake City
in said State.

STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of January, 1927, before me personally appeared Joseph A. Minton,