

days from date hereof, then this agreement shall be ineffective and void, and neither party hereto shall be under any obligation or liability to the other under or on account hereof. In such event, all documents, evidences of title, assignments and transfers theretofore delivered by Owner to Contractor shall be returned by Contractor to Owner except such thereof as may have been filed with the Department of the Interior and there retained.

If the said Secretary of the Interior refuses to approve of all of said drilling contracts or refuses to approve of this agreement as to all of the lands and/or drilling contracts covered hereby, it is agreed that his approval may be given and accepted as to any one or more of said drilling contracts and of this agreement relative to the one or more so approved; provided, that unless the aforesaid contract dated the 4th day of February, 1924, between LaBarge Oil Company and Ivan S. Jones, covering the West Half (W $\frac{1}{2}$) of said Section Thirty-four (34), and the aforesaid contract dated the 4th day of February, 1924, between Kemmerer-LaBarge Oil Company and Ivan S. Jones, covering the East Half (E $\frac{1}{2}$) of said Section Thirty-four (34), and the various assignments thereof, and Owner's ownership thereof, and this agreement insofar as it relates to said agreements, and each of them shall be approved by said Secretary of the Interior within said period of twenty-five (25) days from date hereof, then this agreement shall be ineffective and void and neither party shall be under any obligation or liability to the other under or on account hereof, regardless of the approval or disapproval of any other of the drilling contracts covered hereby, or of this agreement with respect to such other contracts; it being understood and agreed that Contractor would not enter into this agreement with respect to any of said lands if it could not lawfully secure and hold the said contracts covering the whole of said Section thirty-four (34) and lawfully secure, hold, develop and operate the whole of said section under said agreements.

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If the said Secretary of the Interior shall within said twenty-five (25) days from date hereof approve of the two said drilling contracts last above described covering together the whole of said section thirty-four (34), and the various assignments thereof and Owner's ownership thereof, and of this agreement insofar as it relates to said two drilling contracts and the lands covered thereby, then Contractor shall accept same together with the approval of said Secretary of the Interior as to any other of said drilling contracts which he may approve and as to which he may approve this agreement, and shall pay to Owner the initial payment of Five Hundred Thousand (\$500,000.00) Dollars hereinbefore provided for, and it shall thereupon be entitled to possession of said premises as hereinbefore provided.

In the latter event, this agreement shall continue in force between the parties hereto as to those drilling contracts and lands as to which the said Secretary of the Interior may have withheld his approval and Owner expressly agrees that it will assist Contractor in curing and removing the defects and/or objections which caused said Secretary of the Interior to withhold approval thereof and that if and when such defects and/or objections are cured and removed, as to all or any part of the contracts and lands affected thereby, Contractor shall have the right to apply for and secure such approval both as to such drilling contract and as to this agreement.

If the approval of the Secretary of the Interior is withheld or refused because of any conflict or controversy with any other party or parties, or because of any alleged claim or right of any other person or persons in or to any of said lands, permits, leases and/or drilling contracts, Contractor shall have the right and power, in its discretion, to litigate or compromise, settle and adjust same, upon such terms as it deems advisable, provided that no such compromise, settlement and adjustment shall operate to reduce the aggregate amount to be paid to Owner hereunder.

15. This agreement shall inure to and be binding upon the successors and assigns of the parties hereto, provided that Contractor shall not assign this agreement or its rights hereunder without the consent of Owner, except to a parent Company of Contractor.

IN WITNESS WHEREOF the parties have caused this agreement to be executed by their respective officers thereunto duly authorized.

(CORP. SEAL)

I. E. Willey
Witness

Charles C. Stanley
Witness

(INCOMP. SEAL)

Contract Approved Sep. 30 1926.

BENEFICIAL OIL COMPANY
By Lester S. Scoville President
and Dorothy A. Sherner, Ass't Secretary

CALIFORNIA PETROLEUM CORPORATION
By R. E. Reising President
and Ashby D. Boyle Secretary

E. C. Finney
First Assistant Secretary.

STATS OF UTAH }
COUNTY OF SALT LAKE } SS.

On this 8th day of September 1926, before me appeared Lester S. Scoville, to me personally known, who being by me duly sworn, did say that he is the President of the Beneficial Oil Company, the corporation described in the foregoing instrument, that the seal affixed to the said instrument is the corporate seal of said corporation and that said instrument was signed, and sealed in behalf of said corporation by authority of its Board of Directors, and said Lester S. Scoville acknowledged that said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal the day and year first above written.

(SEAL)

D. O. Willey
Notary Public
Residing at Salt Lake City, Utah.