

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.

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 permits were 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 Regulation 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/or 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 parties of the second part have hereunto affixed their hands and seals the day and year first above written. Done in duplicate.

ATTEST:

UTAH OIL REFINING COMPANY
Party of the First Part.

A. L. Jensen
Its Acting Secretary

By John C. Howard
Its President.

C. R. Welling
Witness as to signature of
officials of First Party.

(COMP. SEAL)

H. R. Christmas
Witness as to signatures of
parties of the second part.

E. B. Smith (Seal)
H. E. Robinson (Seal)
Parties of the second part.

STATE OF UTAH }
COUNTY OF SALT LAKE { SS.

On this 11th day of August, 1928, before me personally appeared John C. Howard and A. L. Jensen personally known, who being by me duly sworn, did say: That said John C. Howard is the President, and said A. L. Jensen is the Acting 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 John C. Howard and A. L. Jensen 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 at Salt Lake City, Utah, the day and year in this certificate first above written.

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

My commission expires: May 12, 1929.

(SEAL)

STATE OF WYOMING }
COUNTY OF LINCOLN { SS.

On this 20 day of August, 1928, before me personally appeared E. B. Smith and H. E. Robinson, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged that they executed the same as their free act and deed.

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

H. R. Christmas
Notary Public in and for County
State of Wyoming

(SEAL)

My commission expires Jan. 6, 1929.

EXHIBIT "A"

OPERATING AGREEMENT

Utah Oil - Tasker.

THIS AGREEMENT, made and entered into this 4th day of February, 1924, by and between Charles P. Tasker, of Salt Lake City, Utah, hereinafter called the "Owner," the party of the first part, and the Utah Oil Refining Company, a Utah corporation, hereinafter called the "Contractor," the party of the second part,

WITNESSETH:

THAT WHEREAS, on or about June 22, 1920, under the Act of February 25, 1920 (41 Stat. 437), the Owner filed his application, Serial No. Evanston 07788, for a permit granting to him the exclusive right for a period of two years from the date hereof to prospect for oil