

No. 10577

RELEASE FROM LIABILITY

J. E. Bramwell, et al

to

Utah Oil Refining Company

\$2.15

THE STATE OF WYOMING) This instrument was filed
 County of Sublette) : ss. for record in my office
 at 3:30 o'clock P.M., on
 the 9th day of June, 1932
 and duly recorded in Book
 1 of Oil & Gas Leases, on
 page 18.

C. C. Feltner
 County Clerk.

THIS AGREEMENT, made and entered into this 28th day of May, A. D. 1932, by J. E. Bramwell, for himself, and as attorney in fact for Henry C. Tasker, Sarah C. Tasker, Elizabeth T. Gallagher, Mary E. Thompson, Thomas T. Tasker and Charles P. Tasker, hereinafter called the parties of the first part, and Utah Oil Refining Company, a Utah corporation, hereinafter called party of the second part, WITNESSETH:

WHEREAS, on the 20th day of May, A. D. 1932, at the demand of the parties of the first part, party of the second part has made, executed and delivered to the parties of the first part a release of all the right, title and interest which the party of the second part now has in that certain oil and gas prospecting permit issued under the Act of Congress approved February 25, 1920, to Charles P. Tasker, bearing Serial No. Evanston 07788, together with all right, title and interest which the party of the second part now has in and to that certain operating agreement covering said prospecting permit, entered into between Charles P. Tasker and the party of the second part, dated February 4, A. D. 1924, and

WHEREAS, said surrender is made in consideration of a general release of all liability:

NOW, THEREFORE, the parties of the first part do hereby expressly release the party of the second part from any and all duties, obligations, liabilities, covenants, conditions, promises, agreements, damages, actions or causes of action of any nature whatsoever which may heretofore have arisen, which may now exist, or which may hereafter arise under and by virtue of the above described oil and gas prospecting permit, or under and by virtue of said operating agreement of February 4, 1924, or because of any operations or failure to operate of the party of the second part, or its assigns, or for and on account of any breach of any term, condition, covenant or agreement of said operating agreement or said permit by the party of the second part, or its assigns, or for and on account of the entering into of any of the following contracts by the party of the second part:

Contract dated December 31, 1925, with William Story, Jr., as amended by contract of July 31, 1930 with William MacArthur Story:

Contract of August 11, 1928, entered into with E. B. Smith and H. E. Robinson, as amended by contract with said last named parties, dated December 22, 1928,

and for and on account of any operations or failure to operate, or any defaults or breach of covenant, term, condition or agreement made by any of said parties with whom said party of the second part has contracted, or their assigns, or for or on account of the execution and delivery to the parties of the first part of the aforesaid surrender and release, and whether said duties, obligations, liabilities, covenants, conditions, promises, agreements, damages, actions or causes of action or defaults are now known to the parties of the first part, or any of them, or may hereafter be discovered by them, and whether or not any of said duties, obligations, liabilities, covenants, conditions, promises, agreements, damages, actions or causes of action or defaults would give right to an action or contract in quasi-contract or in tort, or whether in law or in equity, hereby agreeing to save the party of the second part free and harmless for and on account of each and every of the things herein set forth.

Anything hereinbefore contained to the contrary notwithstanding, this instrument releases only the rights, claims and demands which the parties of the first part have or may or might have against Utah Oil Refining Company and the rights, claims and demands which they have or may or might have against the assigns of Utah Oil Refining Company. It does not, is not intended to, and shall not be construed to deal with, touch upon, alter, affect or change in any way or degree any rights, claims or demands which third parties have or may or might have against Utah Oil Refining Company: neither do the parties of the first part in any way or degree assume or agree to indemnify or protect Utah Oil Refining Company against any such rights, claims or demands of third parties.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seal the day and year first above written.

WITNESS:

Thomas L. MitchellThomas L. MitchellJ. E. Bramwell

On his own behalf

J. E. Bramwell

As Attorney in Fact for Henry C. Tasker, Sarah C. Tasker, Elizabeth T. Gallagher, Mary E. Thompson, Thomas T. Tasker, and Charles P. Tasker.