

from such lease does not consent to the above price, the share of any such non-consenting owner of overriding royalty on said gas shall be purchased at a price not less than the prevailing field market price.

8. Morgan, Justheim and Wyoming Petroleum Corporation will secure releases of all rights or claims of T. J. Sims, Ethel Sims, E. O. Craig, C. Ed Lewis, Fred Cook, J. B. Crapo and any other persons not a party to this agreement who have or may claim an interest by, through, or under Morgan, Justheim or Wyoming Petroleum Corporation in either of these leases or in gas purchase agreements affecting such leases. H. H. Howell hereby warrants the title to both of these leases against all persons claiming by, through or under H. H. Howell.

9. Upon receipt by Northern of a copy of this agreement completely executed and upon receipt of properly executed options covering both leases, Northern will grant to H. H. Howell a three per cent (3%) overriding royalty of all the oil and gas produced under the following described lease:

Lease, dated June 29, 1951, from Clifton Fear and Cornelia L. Fear, his wife, lessors, to Northern Ordnance, Incorporated, lessee, covering the following described land:

Township 29 North, Range 113 West

Section 9: NE1/4, SE1/4
Section 10: SW1/4, SW1/4, SW1/4
Section 15: None

covering 640 acres, more or less.

10. On or about December 1, 1951, Northern and H. H. Howell will jointly apply to the Federal Oil and Gas Supervisor at Casper, Wyoming for a one (1) year suspension of drilling and producing relief on Evanston 022951 from December 31, 1951. In the event no suspension of drilling and producing relief is granted by said Supervisor, Northern will appeal this decision within the Department of the Interior.