

agreement becomes null and void.

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(4) First Party grants **AGREEMENT** the right to purchase the gas on all lands described in Exhibit 4A, in fact, at a price of 3.2 cents per thousand cubic feet, and **THIS AGREEMENT**, Made and entered into this 29th day of September, 1951, by and between H. H. HOWELL, hereinafter referred to as "First Party", and J. H. MORGAN and C. I. JUSTHEIM, hereinafter referred to as "Second Party", and WYOMING PETROLEUM CORPORATION, hereinafter referred to as "Third Party",

(6) WITNESSETH: That First Party shall be

WHEREAS, First Party owns the oil and gas leases shown on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the contracting parties are also entering into an agreement with the Northern Ordinance, Inc. wherein Second Party has 100% of the operating rights included in the Eldridge and Marshall leases; down to 2,500 feet;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements to be kept and performed, it is agreed:

- (1) First Party agrees to assign to Second Party the Budd lease shown in Exhibit "A" down to 2,500 feet;
- (2) Second Party agrees to give First Party a $1/8$ of $8/8$ Overriding Royalty on all oil and/or gas produced in the NE $\frac{1}{4}$ Section 34, T. 30 North, R. 113 W., 6th P.M. down to 2,500 feet; and $1/8$ of $8/8$ Overriding Royalty on all oil and/or gas produced down to 2,500 feet on the Budd lease described in Exhibit "A";
- (3) Second Party further agrees to assign First Party a $1/16$ of $8/8$ Overriding Royalty on all oil and/or gas produced down to 2,500 feet on all remaining lands included in Exhibit "A";