

effect; that they are not subject to cancellation or forfeiture by reason of failure on the part of the SELLER or his predecessors to carry out the terms, conditions and requirements thereof; and that said leases and leasehold interests are not subject to any operating agreements, royalties, overriding royalties, production payments, exceptions, limitations or reservations, except those specifically set out in this instrument or in Exhibit "A" or those imposed by the United States Government by law, regulation or by the terms of said leases.

SELLER binds himself, his heirs, executors, and administrators to warrant and forever defend all and singular, a one hundred (100%) percent working interest in and to the oil and gas mining leases set forth in Exhibit "A" hereto attached, unto PURCHASER, its heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

SIXTH

Concurrently with the execution of this agreement, PURCHASER shall deposit with J. P. MORGAN & CO., INC., of 23 Wall Street, New York, New York, as escrow agent, its check, made payable to SELLER, in the sum of Six Hundred Thousand (\$600,000.00) Dollars, which sum represents the full cash consideration for the transfer, by the SELLER, of his interests as recited herein.

This check shall be held and retained by the escrow agent, J. P. Morgan & Co., Inc. on the following terms and conditions:

a) SELLER shall, not later than August 15, 1957, deliver to the escrow agent, J. P. Morgan & Co., Inc. to be held in escrow therein, full assignments of the interests described in Exhibit "A" attached hereto. Said assignments shall be in conventional form, conveying to PURCHASER the leasehold interests and rights contracted for herein.

b) PURCHASER shall immediately submit copies of Exhibit "A" attached hereto to A. G. McClintock, Esq., of Cheyenne, Wyoming, and SELLER shall submit, as soon as practicable to A. G. McClintock, Esq., copies of all title opinions, abstracts and other materials pertaining to the leases and leasehold interests described in said Exhibit "A".

c) In the event said examination by A. G. McClintock, Esq. shall reveal that SELLER is vested with good and marketable title to those properties and interests described in said Exhibit "A" and if on examination by PURCHASER'S attorney of the assignments delivered to the escrow agent by SELLER, as hereinabove provided for, and said assignments prove to be properly executed and convey the interests contracted to be sold hereunder, then in such event J. P. Morgan & Co., Inc., as escrow agent, shall be instructed by PURCHASER to deliver said assignments to PURCHASER and to further deliver to SELLER said check in the sum of Six Hundred Thousand (\$600,000.00) Dollars.

Title examination by A. G. McClintock, Esq. and the examination of assignments by the PURCHASER'S attorney shall be