

the value of the oil and gas or the proceeds thereof on which such overriding royalty is computed, the full amount of any taxes required to be paid on such oil and gas or for or on account of the production thereof.

Assignee shall operate the lands embraced herein as one lease, and should royalties accruing hereunder be owned in severalty or in separate tracts, such royalties shall be treated as an entirety and shall be divided among and paid to the separate owners thereof at the applicable royalty rate in the proportion that the acreage covered by the royalty of each such separate owner bears to the entire acreage embraced herein; provided, however, that if the lands covered by said lease or any part thereof shall hereafter be operated under a cooperative or unit plan of development or operation, or other plan for conservation of oil and gas in a single pool or area whereby the production therefrom is allocated to different portions of the lands covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of the royalty payments hereinabove provided for, be regarded as having been produced from the particular land to which it is allocated and not from any other tract of land and the royalty payments herein provided to be made shall be based on the production only as so allocated.

It is hereby agreed that said royalty interest herein reserved shall be subject to and controlled by any cooperative or unit operating agreement pursuant to which the above described lands may hereafter be operated, and that the royalties herein provided to be paid to J. Gordon Morgan shall be paid on the oil and gas allocated to the lands herein described under such unit operating agreement.

Assignee shall have the right at any time hereafter upon the payment of One (\$1.00) Dollar to Assignors to surrender all rights under said oil and gas lease as to all or any part of the lands hereinabove described, and Assignee shall thereupon be relieved of all obligations and liability hereunder as to the lands covered by such surrender.

All of the covenants and agreements herein contained shall extend to and be binding upon all heirs, devisees, representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said Assignors have executed this instrument this 15th, day of May, 1939.

WITNESSES:

Nellie Frizzell -----) (J. Gordon Morgan
-----) (Mary R. Morgan

STATE OF WYOMING }
} ss.
County of Sublette

On this 15th day of May, 1939, before me, Nellie Frizzell, a Notary Public in the state and county aforesaid, personally appeared J. Gordon Morgan and Mary R. Morgan, his wife to me known to be the persons described in and who executed the foregoing instrument, and whose names are subscribed thereto, and acknowledged to me that they executed, signed, sealed and delivered said instrument as their free and voluntary act and deed for the uses and purposes therein set forth, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

My Commission expires
Oct 14 - 1941.

Nellie Frizzell, Notary Public.

(NOTARIAL SEAL)

\$0.50 U. S. DOCUMENTARY STAMP cancelled 7/18/39 O. O. Co.

No. 22774

ASSIGNMENT OF OIL AND GAS LEASE (WYOMING 1245)

J. Gordon Morgan, et ux

THE STATE OF WYOMING)

This instrument was filed for record

To

County of Sublette)

in my office at 11:00 o'clock A.M.
on the 29th day of July A.D. 1939,
and duly recorded in book 5 of Misc-

The Ohio Oil Company

ellaneous, on page 474.

Fees, \$2.05

Faren C. Falter, County Clerk.

WHEREAS, on this 17th, day of December, 1938, a certain oil and gas lease was made and entered into by and between Continental Live Stock Loan Company, of Kemmerer, Wyoming, Lessors, and J. Gordon Morgan of Rawlins, Wyoming, Lessee, covering the following described land in the County of Sublette, State of Wyoming, to-wit:

The Northwest Quarter (NW $\frac{1}{4}$), also described as Lots Three (3) and Four (4) and South-half of Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Three (3); the South-east Quarter of Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) and South-half of Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) and Northeast Quarter of Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Four (4) in Township Thirty-four (34) North, Range One Hundred Thirteen (113) West of the 6th, P. M., and the South-half of Southhalf (S $\frac{1}{2}$ S $\frac{1}{2}$) of Section Thirty-four (34) in Township Thirty-five (35) North, Range One Hundred Thirteen (113) West of the 6th, P. M., Sublette County, Wyoming.

said lease being recorded in the office of the County Clerk in and for said County, in Book 1, at page 291.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, J. Gordon Morgan and Mary R. Morgan, his wife, Assignors herein, the present owners of said lease and all rights thereunder or incident thereto, hereby bargain, sell, transfer, assign and convey, unto The Ohio Oil Company, an Ohio corporation, Assignee herein, its successors and assigns, all of the Assignors' right, title and interest in and to the said oil and gas lease herein-