

said Assignor does hereby grant, transfer, assign and set over unto said Assignee all of his right, title and interest in and to the aforesaid Federal oil and gas lease, reserving, however, unto the Assignor a three percent (3%) overriding royalty, subject only to the approval of the Secretary of the Interior, insofar as and only insofar as such Federal oil and gas lease covers and describes the following described property, to wit:

X

Township 40 North, Range 110 West, Sublette County, Wyoming:

SE₄, Sec. 30
NE₄, Sec. 31
S₂, Sec. 32
SW₄, Sec. 33

Township 39 North, Range 110 West Sublette County, Wyoming

SW₄, Sec. 4
NE₄, Sec. 9
W₂, Sec. 10
NE₄, Sec. 15
SW₄, Sec. 14
NE₄, Sec. 23

X

-1- In accepting the foregoing assignment, said Assignee hereby covenants, contracts and agrees to and Initialed JAE with the Assignor and the United States of America to keep and perform upon his part all the terms, conditions, stipulations, covenants and agreements required to be kept and performed by the lessee pursuant to the oil and gas lease described hereinabove. Assignee shall account for and pay to Assignor, subject to the reservation of 3% overriding royalty herein provided three (3%) percent of the sale value of the lease hold interest, with respect to the production of oil and/or gas which may be produced from, or allocable to the said leasehold estate, or any renewal or extension of said leasehold estate, provided, however, that no payments pursuant to the foregoing provisions shall be payable or shall accrue upon any oil and/or gas used for operation, development or production purposes upon or with respect to the above described land, or any lands included therewith in any manner hereinafter described, or any oil or gas which is unavoidably lost; nor shall any of the foregoing payments be payable or accrue with respect to gas used for recycling or repressuring operations benefitting any such land as aforesaid. Reference is hereinabove made to production allocable to the above leasehold estate and to land included with the above described leasehold estate, and these references are agreed to be with respect to matters covered by any cooperative or unit plan for development of the above described leasehold estate and other lands entered into in accordance with rules and regulations of the department of the Secretary of the Interior or any voluntary agreement between the Assignee and the owner of oil and/or gas rights in and with respect to lands located on the same structure as the above described land for the joint development and operation of such properties.

The term "sale value" as applied to oil and/or gas pursuant to the provisions of this agreement, shall mean the value thereof, at the well, at the current price paid, from time to time, to producers for like oil and/or gas of like character, gravity and quality in the same vicinity; provided, however, that, if Assignee shall sell said oil or gas at the well, then the sale value thereof shall be determined at the field price at the well which Assignee shall receive for such oil and/or gas produced from or allocated to, the above described land and saved and sold by Assignee.

Assignor agrees to pay to, or reimburse, Assignee for a percentage of any and all taxes levied upon the mineral rights in the above described land upon the severance or production or sale of oil and gas extracted therefrom, equivalent to Assignor's percentage of overriding royalty therein as above determined.

No change of ownership in the interest of Assignor hereunder shall be binding on the Assignee until after notice thereof to Assignee and Assignee has been furnished with the written transfer, or assignment or a certified copy thereof.

Assignee reserves the right to surrender said Oil and Gas Lease at any time, on or before one hundred twenty days prior to any rental payment date, by sending to said Assignor by registered mail addressed to JAE him at c/o Mr. Vincent Carter, Majestic Building, Cheyenne, Wyoming, or at such other address as Assignor E.B.K. For extra copies, call KE.2876 may have furnished Assignee, a duly executed reassignment of said Oil and Gas Lease; and provided further, that if said Assignor does not within fifteen days after receipt of said reassignment of Oil and Gas Lease mail to the Assignee by registered mail his written acceptance thereof, releasing and discharging said Assignee of any and all liability thereunder, than and in that event, said Assignor may release to the United States, said Oil and Gas Lease. Time is of the essence of this provision and it shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

This assignment and the provisions contained herein shall be binding on the heirs, personal representatives, successors, and assigns of each of the parties hereto.

Photo-Copy
By Pick
For extra copies, call KE.2876
Certified on request. IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of this 7th day of August, 1947.

John Alvin Ewing
John Alvin Ewing, Assignor

WITNESS:

Clarice Elizabeth Lenhan
P.O. Box 37
Bakersfield, California

WITNESS:

Ralph L. Smith Jr.
P. O. Box 37

ACCEPTED:

Emil B. Kucera

WITNESS:

John H. Finait
P. O. Denver, Colo.

WITNESS:

Geo. H. Garrey
P.O. Denver, Colorado.

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OCT 16 1947
PICK PHOTOGRAPH & BLUEPRINT CO.
1015-17th ST. DENVER, COLO.
CERTIFIED ON REQUEST