

Assignor represents that it is the Assignee in the Assignment of the above described oil and gas lease, in so far as it covers the above described lands, from J. H. Morgan and C. I. Justheim above referred to and identified, and that such assignment has been delivered to and is in possession of Assignor. Subject only to the burdens hereinabove set forth Assignor hereby warrants and agrees to defend its title to the above said lease as against all persons claiming by, through or under Assignor, except for the overriding royalty and other payments provided for under the terms of the assignment to Assignor and the said Amendatory Agreement of August 31, 1951.

Assignee accepts this assignment subject to the terms, provisions and obligations of the above described lease, as amended, and of the assignment of such lease to Assignor and of the Amendatory Agreement and the Operating Agreement, hereinabove described and identified and assumes Assignee's proportionate share, one-half (1/2) of the lessors' royalty and overriding royalties and other payments burdening production from the above described lands.

This instrument has been dated the 10th day of September 1951, for convenience of reference and has been executed on the date of the acknowledgment hereof by Assignor and is intended to take effect upon the delivery hereof.

IN WITNESS WHEREOF the parties hereto have executed this instrument upon the date shown in the acknowledgment of their execution hereof respectively.



ATTEST:

C. C. Riley
Assistant Secretary

ATTEST:

Wheeler Smith
Asst. Secretary

CONTINENTAL OIL COMPANY

By J. W. L. [Signature]
Vice President

NORTHERN ORDNANCE, INCORPORATED

By P. D. [Signature]
Vice President