

Said fractional percentages being applicable to the value of all oil, gas and other hydrocarbon substances produced, saved and marketed from the said lands, or allocable or attributable thereto under any approved unit agreement plan of group or unit development and operation embracing said land or any part thereof, and regardless of whether or not such oil, gas and other hydrocarbons are produced under the above described lease or any extension or renewal of said lease or any new lease covering said lands.

The purchaser of any production from said premises is hereby directed to account directly to Assignees for all overriding royalties accruing hereunder.

Assignor agrees to execute and deliver to Assignees such further instruments and assurances of title as Assignees may request to vest in Assignees the overriding royalty interests hereby transferred and conveyed.

Unless the above mentioned Oil and Gas Lease shall be modified or revised by the Bureau of Land Management so as to include less land than that above described, then neither the Assignees nor any successor in interest to assignees shall sell, transfer, assign or convey the above described overriding royalty or any fractional part thereof in less than all of said lands, and if said lease be modified or revised as to include less than all of the lands described above, any sale, transfer, assignment or conveyance of said interest or any part thereof shall cover not less than all of the lands then effectively included in such Oil and Gas Lease as modified or revised.

All terms, conditions and limitations herein contained shall be deemed to have been fully agreed to and approved by the Assignee through acceptance of this assignment and the filing hereof with the Bureau of Land Management, United States Department of the Interior.

IN WITNESS WHEREOF the said Assignor has hereunto set his hand and seal this 26th day of November, 1951.



Fred G. Miller