

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That

The undersigned, Wyoming Petroleum Corporation, a Wyoming corporation, hereinafter for convenience designated "Assignor", for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations in hand paid by Northern Ordnance, Incorporated, a Minnesota corporation, the receipt of which is hereby confessed and acknowledged, and the other agreements and promises hereinafter contained, does hereby grant, bargain, sell, convey, transfer and set over and assign to said Northern Ordnance, Incorporated, a Minnesota corporation, hereinafter for convenience designated "Assignee", the following described oil and gas lease, to-wit:

Federal Oil and Gas Lease, bearing Serial Evanston 022769, insofar as the said lease covers the following described lands situate in Sublette County, Wyoming, to-wit:

Township 29 North, Range 113 West

Section 1:  $W\frac{1}{2}$   
Section 2:  $E\frac{1}{2}$ ,  $SW\frac{1}{4}$ ,  $E\frac{1}{2}NW\frac{1}{4}$ ,  $NW\frac{1}{4}NW\frac{1}{4}$   
Section 3:  $SW\frac{1}{4}$ ,  $NW\frac{1}{4}SE\frac{1}{4}$

This assignment is given subject to an overriding royalty of one per cent (1%) of all production from the above described lands in favor of Frederick J. Salathe, Jr., as evidenced by an assignment dated October 14, 1937 from Melba Chipman Eldredge to Frederick J. Salathe, Jr., which is recorded in the records of Sublette County, Wyoming in Book 4 of Misc. at page 385, and is further subject to an overriding royalty of one and one-half per cent (1 $\frac{1}{2}$ %) of all production from the above described lands in favor of Luna C. Wooton as evidenced by a Confirmatory and Corrective Assignment, dated December 27, 1943, from Melba Chipman Eldredge to Luna C. Wooton.

It is specifically understood and agreed that Assignee shall be under no obligation to retender or reassign the said lease or any part thereof to the Assignor herein. Assignee shall have the right to relieve itself from all further obligation hereunder and under the said lease, with respect to lands assigned as hereinafter provided, by assigning at any time or from time to time Assignee's rights hereunder in whole or in part to H. H. Howell, provided, however, that such assignment shall be delivered at least seventy-five (75) days prior to the termination date of the lease, and further provided, that such seventy-five (75) day period shall not be applicable in the event the lease is terminated on thirty (30) days notice by Governmental ruling and also provided this provision regarding such seventy-five (75) days period will not be applicable after oil or gas is actually produced from such lease.