

following described land situated in Sublette County,
Wyoming, to wit:

Township 31 North, Range 114 West, 6th P.M.
 Section 5: Lots 1,2,3, S/2 NE/4, NE/4 SE/4

Township 32 North, Range 114 West, 6th P.M.
 Section 20: S/2 S/2
 Section 21: SW/4
 Section 29: All
 Section 32: N/2, SE/4, E/2 SW/4

containing 1,764.81 acres, more or less.

NOW, THEREFORE, in pursuance of his agreement afore-
 said, and in consideration of the premises and ONE DOLLAR and other good
 and valuable considerations in hand paid the undersigned Assignor, by
 said SINCLAIR OIL & GAS COMPANY, as Assignee herein, the said Assignor,
 does hereby agree that upon the exercise of the options provided for in
 the aforesaid option agreement last described, and upon acquiring the
 aforesaid oil and gas lease or operating rights therein as to said lands,
 or any part thereof Assignor will, joined by Assignor's spouse, execute
 and deliver to the aforesaid SINCLAIR OIL & GAS COMPANY, as Assignee,
 their certain conveyance in writing by which they will convey and assign
 to the aforesaid SINCLAIR OIL & GAS COMPANY an overriding royalty of
one per cent (1 %) of the value on the leased
 premises, or if marketed of the proceeds from the sale at the well or
 wells on said lands of all the oil, gas, casinghead gas and other
 minerals produced, saved and marketed from said lands or any portion
 thereof, under the provisions of said oil and gas lease, including any
 extension, renewal, new or substitute lease or leases executed in lieu
 thereof, and in default of such conveyance this assignment shall be and
 operate as such conveyance.

Assignor herein further agrees that in the event Assignor does
 not desire to continue in force the aforesaid option agreement, or in