

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

Township 31 North, Range 11 $\frac{1}{4}$ West, 6th P.M.
Section 5: Lots 1,2,3, S/2 NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

Township 32 North, Range 11 $\frac{1}{4}$ West, 6th P.M.
Section 20: S/2 S/2
Section 21: SW $\frac{1}{4}$
Section 29: All
Section 32: N/2, SE $\frac{1}{4}$, E/2 SW $\frac{1}{4}$

containing 1,764.81 acres, more or less.

NOW, THEREFORE, in pursuance of his agreement aforesaid, 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