

AGREEMENT TO ASSIGN OVERRIDING ROYALTY

W/W

THIS AGREEMENT, made and entered into this 16th day of April 19 53, by and between Frank B. Murta, whose address is Kennedy Building, Tulsa, Oklahoma, and is hereinafter called "Assignor", and SINCCLAIR OIL & GAS COMPANY, a Maine corporation, P. O. Box 521, Tulsa, Oklahoma, hereinafter called "Assignee".

WITNESSETH: THAT,

WHEREAS, heretofore, and in an assignment of option agreement dated the 20th day of December 19 51, with respect to the lands and lease hereinafter mentioned and described, the said Assignor, among other things, agreed that upon the exercise of the option assigned and the acquisition by Assignor of the oil and gas lease mentioned therein, Assignor would, joined by Assignor's spouse execute an assignment conveying to the said 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 wells on said land of all oil, gas, casinghead gas and other minerals produced, saved and marketed therefrom under the provisions of said oil and gas lease, including any extension, renewal, new or substitute lease or leases executed in lieu thereof; and

WHEREAS, thereafter the said Assignor cancelled the option agreement above mentioned, and has obtained from Paul D. Fintus and Barbara Fintus, husband and wife, as First Party, that certain option agreement dated the 3rd day of April 19 53, by which said First Party, granted to the said Assignor, as Second Party, the right and option to acquire that certain oil and gas lease issued to Paul D. Fintus, as Lessee, by the United States of America, as lessor, and designated as Wyoming Serial No. 06009, covering the