

RECORDED April 14, A.D. 1954 at 11:00 A.M.
 IN BOOK 8104- Leases PAGE 135
 FEES \$2.60 ~~44~~ ~~summers~~ COUNTY CLERK
 SUBLETTE COUNTY, PINEDALE, WYOMING

50073

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

Box 760, Casper, Wyoming

That the undersigned James G. McClintock,

hereinafter for convenience designated ASSIGNOR, whether one or more, for and in consideration of the sum of Ten Dollars (\$ 10.00), and other good and valuable considerations in hand paid by Norman C. Belfer, 110-45 Queens Boulevard, Forest Hills, New York

hereinafter for convenience designated ASSIGNEE, 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 (subject to approval of the Secretary of the Interior) to said Assignee all of Assignor's right, title and interest in and to that certain oil and gas lease between The United States of America, as Lessor, and James G. McClintock

as Lessee, dated February 1, 1952, and bearing Serial No. Wyoming 010943, covering the following described land in Sublette County, State of Wyoming, to-wit:

T. 36 N., R. 112 W., 6th P. M.
 Sec. 21: N/2S/2, SE/4SE/4;
 " 20: SE/4SE/4;
 " 27: NW/4NW/4, SE/4NW/4, W/2SE/4, SE/4SE/4;
 " 29: E/2NE/4;
 " 32: W/2E/2;
 " 35: W/2NW/4, SE/4NW/4, W/2SE/4
 containing 880 acres more or less.

~~and other lands not involved herein. (Strike this line if not applicable.)~~

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, Assignee's heirs, executors, administrators, successors and assigns forever.

I. WARRANTIES Assignor represents and warrants to Assignee that, except as hereinbelow in this paragraph specifically set out, Assignor is the only party owning or claiming any interest in said above described lease and that Assignor has not heretofore sold, assigned, transferred, encumbered or conveyed said lease or any right, title or interest therein, and that Assignor has full power, right and authority to execute this assignment, and to convey said above described lease and that all of the obligations and duties imposed by the terms of said lease upon the Lessee therein have been fully performed and complied with:

Assignee shall pay all rentals coming due under the terms of the assigned lease and shall file timely application for extension thereof on upon expiration of the primary term, unless he shall not less than 100 days prior to the anniversary date thereof tender to Assignor a reassignment in whole or in part of said lease and provided that if such reassignment is not accepted by Assignor within 10 days after such reassignment Assignee may surrender or relinquish said lease as to the lands for which reassignment is tendered and thereby be relieved of all further liability hereunder or under said lease.

II. OVERRIDING ROYALTY Subject to certain hereinafter set forth conditions, Assignor reserves and Assignee does hereby agree to pay to Assignor on or before the 20th day of each month a sum representing three per cent (.3%) of the market value, as hereinafter determined, of all oil, gas and casinghead gas produced, saved and marketed from any of the above described lands by Assignee under said above described lease.

Said overriding royalty shall be computed and paid on the basis of the market price for oil, gas and casinghead gas prevailing in the field where produced for oil, gas and casinghead gas of like quality, provided that no overriding royalty shall be paid or shall accrue upon any oil, gas or casinghead gas used for operating development or production purposes upon said above described lands or unavoidably lost, and no overriding royalty shall be payable upon gas and casinghead gas used for recycling or repressuring operations benefiting said above described lands.