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(\$200,000.00) Dollars, exclusive of production, severance and other similar taxes, and being payable out of five per cent (5%) of all the oil, gas and other hydrocarbon substances produced, saved and sold from the "Deep Zones" (as hereinafter defined) in and under the lands covered by said agreement, including among other lands, the lands covered by this assignment. The "Deep Zones" covered by said production payment consist of all formations below the depth of a stratigraphic zone fifteen hundred (1500) feet above the top of the Frontier formation.

This assignment shall cover and relate to any lease heretofore or hereafter issued pursuant to the application for the original lease above described and any renewals, modifications or extensions of said lease and any lease issued in lieu thereof, and to any relief, exchange, consolidated or other character of lease issued as the result thereof to the Assignor for said land or any part thereof under any act of Congress heretofore or hereafter enacted.

Assignor warrants that it is the owner of said United States oil and gas lease above described insofar as said lease covers the lands above described, and that said lease is in good standing and is free and clear of all liens and encumbrances, and that all rentals and royalties due and payable thereon have been duly paid.

IN WITNESS WHEREOF, the undersigned owner and Assignor has executed this assignment this the 10th day of

August, A.D. 1954.

WESTERN OIL REFINING COMPANY

By:

Patrick J. Purcell
President.

