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designate some other depository bank to which such payments may be made. Any payments made by Assignees to any such depository bank shall be full acquittance and shall relieve Assignees from all obligations hereunder to the extent of the payment or payments so made.

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It is further agreed that if at any time there shall be more than six (6) parties entitled to receive payments to be made hereunder, then Assignees shall have the right to withhold all payments hereunder unless and until all such parties entitled to payment hereunder shall designate, in writing, in a recordable instrument to be delivered to Assignees, a trustee to receive all said overriding royalty payments, to execute division orders and to act in all matters involving said overriding royalty for and on behalf of said parties and their respective successors in title.

5. Overriding royalties previously reserved:

6. Agreements subject to which this assignment is made:

This assignment is made and accepted and the interests hereby assigned shall be owned and held by Assignees upon and subject to the terms and conditions and provisions of the following agreements:

- (a) The "Agreement, Pinedale Area, Sublette County, Wyoming", dated October 15, 1952, between Continental and Malco, and the supplement thereto, dated January 7, 1954.
- (b) The "Farmout Agreement, Pinedale Block", dated January 7, 1954, between Continental and El Paso.
- (c) The "Option to Purchase Gas Agreement", dated January 7, 1954, between Continental and El Paso.

7. Development of lands affected by this assignment: It is expressly understood and agreed that notwithstanding the reservation to Assignor of said above described overriding royalty, Assignees shall have, and Assignor