

RECORDED February 27, 1959 11:15 A M
 IN BOOK 23 Oil & Gas Les PAGE 276
 FEES \$ 2.00 COUNTY CLERK
 SUBLETTE COUNTY, PINEDALE, WYOMING

64951

P A R T I A L

FORM F1-1951

ASSIGNMENT OF UNITED STATES OIL AND GAS LEASE

(SERIAL Wyoming NO. 05900)THIS ASSIGNMENT, made as of the 1st day of October, 1951, from**LUELLA JOHNSON**

, hereinafter called Assignor (whether one or more), unto

**WILLIAM HELM, SR. an undivided 40%, HANS R. SUMPFF an undivided 40%,
and ROBT. SUMPFF an undivided 20%,**

hereinafter called Assignee (whether one or more),

WITNESSETH:

Ten

Dollars (\$ 10.00) and other good and

valuable considerations to Assignor in hand paid, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee all the right, title, interest and estate of Assignor in, to and under that certain oil

and gas lease Serial Wyoming No. 05900, dated as of the 1st day of June, 1951**Luella Johnson**

issued by the United States of America, as Lessor, to

and in and to the lands embraced therein, insofar as said oil and gas lease covers the following described land situated in the

County of Sublette, State of Wyoming, to-wit:

T 32 N, R 114 W
 Sec. 19: S½NE¼, SE¼
 Sec. 30: SW¼, E½
 Sec. 31: SE¼, W½
 Containing 1,166.74 acres

EXCEPTING, RESERVING AND RETAINING, however, in Assignor an overriding royalty of 1.0000 % of all oil, gas and other hydrocarbon substances in and under and that may be produced, saved and sold or removed for sale from said assigned leased lands, and Assignee shall account to Assignor for said products as hereinafter provided.

1. Assignee shall account for and make payment to Assignor on or before the 25th day of each month for said products produced, saved and sold or removed for sale from said assigned leased lands during the preceding calendar month.

The owner or all the owners of said total overriding royalty shall have the right to take and receive in kind their total share of the liquid hydrocarbons. Such right to take in kind shall not be divisible, and may be exercised from time to time but shall cover periods of not less than One year and shall be exercised by written notice from the owner or all the owners of said total overriding royalty at least Sixty (60) days prior to the commencement of any such yearly period; whenever the owner or all the owners elect to take their share of the liquid hydrocarbons in kind they shall furnish at their own sole cost and expense their own storage therefor and all other facilities for taking and handling the same. Until the owner or all the owners of said overriding royalty shall so elect to take their share of the liquid hydrocarbons in kind it shall be deemed that they have elected to take the same in cash. When not taken in kind Assignee shall have the right to purchase Assignor's overriding royalty share of all said products at the current field market price or to sell Assignor's overriding royalty share of all said products, and if so sold Assignee shall account to Assignor therefor on the basis of the price actually received by Assignee therefor.

2. Assignee shall not be required to account to Assignor for so much of said products as may be used by Assignee in operations on said assigned leased lands and that may be lost through evaporation, leakage, fire or otherwise.

3. If the oil produced from said assigned leased lands requires treating or dehydrating to render the same marketable, then Assignee may deduct from said overriding royalty Assignor's proportionate share of the actual cost of such treating and dehydrating, including transportation to and from the treating plant. Oil produced shall be subject to the customary deductions for temperature, water and basic sediment.

4. If gasoline or other products are extracted from the gas produced from said assigned leased lands Assignee shall account to Assignor for Assignor's share thereof less the cost of extraction, or if extracted on the basis of a reserved royalty to Assignee then Assignee shall account to Assignor on the basis of Assignor's proportionate share of such reserved royalty so received by Assignee.

5. Assignee shall deduct from said overriding royalty Assignor's proportionate share of all taxes and assessments levied on the oil, gas and mineral rights on said assigned leased lands or based on any production or severance tax or assessment computed on production of said products therefrom.

6. In the event that Assignee enters into or becomes a party to any cooperative or unit plan or other like arrangement, approved or prescribed by the Secretary of the Interior, for the prospecting, development or operation of the pool, field or area affecting said assigned leased lands and if pursuant thereto production from said assigned leased lands shall be pooled with that from other lands, thereupon and in lieu of said reserved and retained overriding royalty which may become due and payable as hereinabove provided, the share of Assignor in said products shall be ascertained and computed on the share of the total production which may be allocated to said assigned leased lands in accordance with such cooperative or unit plan or other like arrangement, and on the payment or tender to Assignor of Assignor's share of said substances (or the proceeds therefrom) allocated to said assigned leased lands Assignee shall be discharged of all obligations to Assignor as to said reserved and retained overriding royalty for the period for which such payment or tender applies. Assignee shall have the sole and exclusive right at any time and from time to time to commit all or any part of said assigned leased lands, including the overriding royalty interest of Assignor therein, to any such cooperative or unit plan or other like arrangement, and any amendment thereof, without the further consent, approval or signature of Assignor.

7. Assignee, in Assignee's sole discretion, may require Assignor to name a bank, trust company or other like depository as the depository for receiving and distributing said overriding royalty interest and on establishing such depository said depository shall continue as such regardless of any assignment or other transfer of said overriding royalty interest or any part thereof, and Assignee shall not be required to see to the division or distribution of said payments to or among any persons who may be entitled thereto. After having established such depository, persons owning not less than Two-thirds of said overriding royalty interest shall have the right, by notice in writing addressed to Assignee, to designate any other depository as the depository for all said payments; provided, however, that Assignee shall not be required to deposit a part of said payments in one depository and a part in another depository. No assignment by Assignor of all or any part of said overriding royalty interest shall be binding on Assignee or on said depository until Assignee and said depository shall have been furnished with a duplicate original executed copy or a photostatic copy or a certified copy of such assignment, together with the address of the assignee thereof.

8. In the event that any suit is commenced, either at law or in equity, involving the title to said oil and gas lease as to said assigned leased lands or as to the overriding royalty interest reserved and retained by Assignor under the provisions hereof, then during the pendency of such action and until the final decision thereof Assignee may deposit sums accruing to Assignor hereunder in any national bank for the joint account of Assignor and Assignee.

165221