

or exist thereon or on the value thereof, or for or on account of the production, severance, sale or proceeds thereof), shall be based and paid only on such production as is so allocated to the lands covered hereby.

No change in the ownership of said overriding royalty or any interest therein shall be binding on said Sinclair Oil & Gas Company, its successors and assigns, unless and until the said Sinclair Oil & Gas Company shall be furnished with the original or a certified copy of the recorded instrument, evidencing such change of ownership, together with such other legal evidence as may be required by Sinclair Oil & Gas Company.

The undersigned agrees that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production of oil previously created, and to royalty payable to the United States, aggregate in excess of 17½%, shall, as to such excess, be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

This assignment of overriding royalty is subject to the approval, if required, by applicable regulations of the Secretary of the Interior.

IN WITNESS WHEREOF, this agreement has been entered into this 3rd day of June, 1959.

ATTEST:

V. C. Bask  
Secretary

SINCLAIR OIL & GAS COMPANY

By Loren L. Ware  
Vice-President

- Assignor

Frank B. Murta  
Frank B. Murta

Mildred C. Murta  
Mildred C. Murta

- Assignees