

RA-268 (8/63)
Printed in U.S.A.

RECORDED April 17 1961 11:50 A.M.
IN BOOK 30 Oct 4 Los PAGE 571
FEES \$2.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

74009

FILE
D.M.D.

ASSIGNMENT
(Reserving Overriding Royalty)

Wyo. 3454

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Duncan M. O'Brien,
hereinafter designated "ASSIGNOR", for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, and subject to the reservation of an overriding royalty interest hereinafter set forth, hereby does transfer, assign, set over, and convey unto SHELL OIL COMPANY, a Delaware corporation, with offices at 1700 Broadway, Denver 2, Colorado, hereinafter designated "ASSIGNEE", its successors and assigns, that certain oil and gas lease bearing No. 0-24419 dated October 2, 1958, from State of Wyoming, as Lessor, to Betty J. Lewis, as Lessee, recorded in Book _____ at page _____ of the Records of Sublette County, Wyoming, in so far as it covers and includes the following described land situate in said County and State, to-wit:

Township Twenty-seven (27) North, Range One Hundred Seven (107) West, 6th P.M.
Section Sixteen (16): East Half (E $\frac{1}{2}$)

and containing 320.00 acres, more or less,

Assignment approved by the Board of Land Commissioners: April 6, 1961, without binding the State for the payment of any overriding royalty. Assignment recorded in the office of Commissioner of Public Lands: April 7, 1961.

together with all rights incident thereto and all personal property thereon, appurtenant thereto, or used in connection therewith.

at least thirty (30) days
prior to anniversary date.

If ASSIGNEE desires to surrender said lease in whole or in part at any time while said lease may be continued in effect by the payment of rentals, ASSIGNEE first shall give ASSIGNOR notice thereof. In the event, and only in the event, within fifteen (15) days thereafter ASSIGNEE receives written notice from ASSIGNOR that ASSIGNOR desires an assignment of the interest intended to be surrendered, ASSIGNEE thereupon shall execute such assignment and mail same to ASSIGNOR at the address hereinafter specified. Such assignment shall be made expressly subject to the approval of Board of Land Commissioners

and subject to any unitization or other agreement to which such land and lease may then be subject. ASSIGNOR thereupon shall have sole and complete liability and responsibility for securing the approval of the Board of Land Commissioners to the assignment and for compliance with the provisions of the lease, and of any and all agreements to which it is then subject, as to such assigned leasehold acreage, and ASSIGNOR shall reimburse, indemnify, protect, and save ASSIGNEE harmless of and from all loss, cost, damage, and expense caused by, arising out of, or resulting from ASSIGNOR'S failure to perform such obligations, and each of them. In the event of any breach of its obligations hereunder, Assignee shall not be liable to Assignor in damages or otherwise for such breach.

All notices to ASSIGNOR hereunder shall be given by registered letter addressed as follows:

Duncan M. O'Brien

1007 Security Building

Denver 2, Colorado

and the deposit in the mail of a letter so addressed, with postage prepaid, shall constitute notice to ASSIGNOR of the contents thereof. ASSIGNOR, by actual written notice delivered to ASSIGNEE, may change ASSIGNOR'S said address.

chf