

4. Said overriding royalty shall be paid on or before the last day of each month next succeeding the month in which said oil, gas, casing-head gas or other gaseous substances are marketed, by mailing a check, postage prepaid to ~~TEX~~

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Bank of _____ for the account of Assignor, his successors or assigns. Said bank, or its successors, is or are the agent of Assignor, his successors or assigns, and shall continue as depository for any and all sums payable by Assignee hereunder regardless of changes of ownership of said overriding royalty, or any part thereof, or the right to receive the same. *mrs*

5. In computing the amount of the overriding royalty payable hereunder, Assignee shall have the right to deduct, or cause to be deducted, from the amount or value of the oil, gas, casinghead gas or other gaseous substances, or the proceeds thereof, upon which said overriding royalty is computed, the full amount of any taxes required to be paid on such oil, gas, casinghead gas or other gaseous substances, or on the value of proceeds thereof, or for or on account of the production, sale, or transportation thereof, including any so-called gross production or severance taxes.

6. No change in the ownership of all or any part of the interests or rights of Assignor hereunder shall be binding upon Assignee unless and until Assignee shall be furnished with the original or an acceptable certified copy of the instrument or instruments evidencing such change of ownership or of other legal evidence of such change or ownership as may be required by Assignee, but notwithstanding any such change of ownership, Assignee shall have the right to continue to make all money payments which may be payable hereunder to the depository bank hereinabove named. In the event of a dispute at any time concerning the ownership of any overriding royalty payable hereunder, Assignee may withhold payment of such overriding royalty without interest, until such dispute is settled.

7. If, at any time, there shall be more than six parties entitled to receive said overriding royalty payments, then Assignee shall have the right to withhold, without obligation to pay interest thereon, all said payments, unless and until all of the parties entitled thereto shall designate, in writing, in a recordable instrument to be delivered to Assignee, trustee to receive all said payments, to execute division orders and to act in all matters involving the overriding royalty to which they are entitled for and on their behalf and on behalf of their respective successors in title.

8. Assignor shall have the right to assign all, or a fraction part of said overriding royalty as a unit, but shall not have the right to assign, in whole or in part, the same in less than all of the above described land. *mrs*

9. Assignee agrees as between the parties hereto to keep and perform all of the agreements, conditions and provisions of said lease obligatory upon Assignor.

10. Notwithstanding the grant to Assignor of the above described overriding royalty, Assignee shall have the exclusive right, as between the parties hereto, to develop and operate all of the above described land and every part thereof to such extent and in such manner as Assignee shall determine to be proper, without incurring any liability whatever to Assignor and nothing herein contained shall be deemed, as between the parties hereto to obligate Assignee or Assignee's successors in interest in said lease to drill for, produce or market oil, gas, casinghead gas or other gaseous substances from the above described land, or to continue the production therefrom for the benefit of Assignor.

11. Assignee is hereby granted the right, as to all or any part of the above described land and as to any sand or horizon thereof, to enter into a unit plan, as herein defined, in such manner and form as Assignee shall deem proper and to commit Assignor's interest hereunder to such unit plan, and from time to time to modify, change or terminate any such unit plan, and Assignor hereby expressly ratifies and approves any and all such unit plans which may be so entered into by Assignee. Should the participation of Assignor or Assignor's successors, be required in the creation of any such unit plan or the modification or change thereof, Assignor, or Assignor's successors or assigns, do hereby make, constitute and appoint Assignee, or Assignee's successor or assigns, as attorney-in-fact to make, execute and deliver each and all instruments that may be so required, and to do and perform any and all acts and things incident or relating thereto.

In the event assignee or his successors shall desire to surrender said oil and gas lease, as to all or any part of the above described lands, he shall so notify assignor in writing thereof, at least forty-five (45) days in advance of the next rental paying date under said lease. If assignor desires to reacquire such lease as to the lands to be surrendered, he shall so notify assignee within fifteen (15) days after receipt of such notice, and thereupon assignee shall reassign such interest to assignor; provided, however, that if assignor does not, within fifteen (15) days after receipt of notice from assignee elect to reacquire said lease as to such lands, assignee shall then have the right to surrender such interest. It is understood that the rights of assignor to a reassignment as above provided shall not in any manner limit the rights of assignee to encumber said lease prior to the time assignee shall notify assignor of its desire to surrender the same as to all or any part of the above described lands, as above provided, any reassignment shall be made subject to all then existing overriding royalties, production payments or other encumbrances.

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