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Office Cheyenne, WyomingSerial No. W-05991Date of Lease June 1, 1951

ASSIGNMENT OF OIL AND GAS LEASE

The undersigned, as owner of the interest hereinafter specified in the oil and gas lease designated above, for good and valuable consideration, does hereby assign to THE CARTER OIL COMPANY, a corporation having an address at P. O. Box 801, Tulsa, Oklahoma, the right, title and interest in and to the lands embraced in such lease as specified below, giving and granting to Assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservation as herein noted:

1. Lands included in this assignment:

Township 30 North, Range 113 West, 6th P.M., Sublette County, Wyoming

Section 3: Lots 1,2,3,4

Section 4: Lots 1,2,3,4

Section 5: Lots 1,2,3,4, S $\frac{1}{2}$ N $\frac{1}{2}$, SW $\frac{1}{4}$

Section 6: Lots 1,2,3,4,5, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$

Containing 1,207.41 acres, more or less

2. Interest of Assignor in such land: 100 %

3. Extent of such interest conveyed to Assignee: 100 %

4. Overriding royalty reserved herein to Assignor: 2 1/2 %

5. The overriding royalty herein reserved shall be computed upon the market value at the well of the oil and gas produced, saved and marketed from said lands pursuant to said lease. In the event a unit agreement approved by the Secretary of the Interior includes all or part of said lands, said overriding royalty shall be computed upon such production allocated to said lands under the terms of said unit agreement. In the event the interest in the lease assigned hereby covers less than the full interest in the oil and gas in said lands, then the overriding royalty hereby reserved shall be paid in the proportion that the interest hereby assigned bears to the full and undivided interest in said oil and gas. All interests in production previously created which are payable out of the oil and gas produced from said lands other than the basic royalty payable to the United States, shall be paid and discharged out of the overriding royalty herein reserved. The full amount of the taxes required to be paid on such oil and gas or for or on account of the production thereof, shall be deducted before computing the amount of any overriding royalty payable hereunder.

In the event all or part of the lands assigned hereby are included within a spacing and drilling unit ordered by an agency of the state wherein the same are situate, the interest in production herein reserved from the lands within such unit shall be computed and paid upon production allocated to said lands under the order of such state agency; provided, that, if such order does not expressly provide an allocation, then upon the same proportion of the total production from the drilling and spacing unit as the surface acreage of said lands within the same bears to the total surface acreage of said unit.

6. The operations, if any, to be conducted upon the above described lands shall be as are determined by Assignee, subject only to the provisions of a unit agreement acceptable to the Secretary of the Interior, if such an agreement is executed by the Assignee. The reservation herein contained shall imply no obligation to develop for oil or gas or to protect the assigned premises from drainage.

7. Assignee may at its discretion release and surrender the lease assigned hereby according to applicable law and regulations.

8. Other provisions:

79536

RECORDED Aug 29 1962 9:00 A.M.
IN BOOK 34 Oil & Gas PAGE 176
FEES \$ 1.50
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Assignor hereby represents and warrants to Assignee that the above described oil and gas lease is valid and subsisting, and that Assignor was and is qualified to hold the same.

It is hereby certified that the statements made herein are true, complete and correct to the best of the knowledge and belief of the undersigned and are made in good faith.

EXECUTED and WITNESSED this 22nd day of July, 1959

WITNESS:

Lee A. Adams
ASSIGNOR Lee A. Adams

Assignment Approved Effective AUG 1 1959

ASSIGNOR

See reverse side for acknowledgment

Arvin H. Clewell
For the Land Office
Arvin H. Clewell, Chief

Minerals Administration
Land Office, Cheyenne, Wyoming

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