

excepting and reserving unto Assignor herein an overriding royalty interest of five percent (5%) of the value at the field market price at the well of the oil and gas produced, saved and sold under and by virtue of Oil and Gas Lease Cheyenne 082277 from the above described lands to the depths above specified and included in this assignment to Lessee. In the event the interest of Assignor is less than the full and undivided ownership of rights herein assigned, the overriding royalty to be paid Assignor shall be that percentage of the above amount which Assignor's interest bears to the full operating and working interest estate in the lands to the depths herein described. The parties hereby agree that no change in the ownership of overriding royalty shall be binding on the Lessee of the interest hereby reserved until after the Lessee has been furnished with a written transfer or assignment thereof or a true copy thereof. The owner of said overriding royalty reserved herein shall be responsible for his proportionate share of all taxes and assessments levied upon or against or measured by the production of oil and gas from said lands and Lessee may pay said taxes and deduct same from royalty settlements. No overriding royalty shall accrue upon any production used for operating, development or production purposes upon said above described lands or upon that which is unavoidably lost, and no overriding royalty shall be payable upon gas and casinghead gas used for recycling or repressuring operations benefiting said above described lands. The overriding royalty reserved herein shall include all valid and subsisting lease burdens and overriding royalty interests heretofore reserved by Assignor as to lands assigned hereunder and including, but not limited to, the overriding royalties reserved in the Assignment of Oil and Gas Lease Evanston. 021425 from Ben H. Greenberg to General Petroleum Corporation,