

RIDER

392

Attached to and made a part of that certain Assignment dated May 20, 1965 between CLARK OIL & REFINING CORPORATION, A Wisconsin Corporation with offices at Milwaukee, Wisconsin (Assignor) and PAN AMERICAN PETROLEUM CORPORATION, A Delaware Corporation of Casper, Wyoming (Assignee).

It is understood and agreed that the interest hereby conveyed is subject to the following terms, covenants and conditions:-

- 1- An Overriding Royalty Interest of Record in the amount of 1/2 of 1% of the gross production heretofore created in favor of Frank O Helwig, and Assignee assumes and agrees to pay one-half of said Override to the extent that it is or remains a burden on the lease.
- 2- That certain Farmout Agreement between the Assignor and Tidewater Oil Company dated November 1, 1960 as amended by reason of which said Tidewater Oil Company was conveyed an Overriding Royalty Interest of 3-1/8% payable out of Assignor's retained Working Interest, together with an option to convert to 25% of Assignor's retained Working Interest after payout, as said term is defined in said Farmout Agreement.

It is specifically understood and agreed that the said Overriding Royalty Interest conveyed to Tidewater Oil Company, together with the right and option to convert to a Working Interest, after payout shall be a burden upon and affect only the leasehold interest herein retained by the Assignor and shall in no way diminish the interest herein conveyed to the Assignee.

- 3- In accordance with the terms and provisions of that certain Joint Operating Agreement dated April 22, 1964 between the Assignor and Assignee, Assignor expressly retains and reserves to itself, its successors and assigns a 50% Net Profits Interest which is to be exchanged after "Payout" as said term is defined in said Joint Operating Agreement, for an undivided 50% Working Interest.

It is specifically understood and agreed that during the life of the Net Profits Interest, Tidewater is to receive its Overriding Royalty equal to 1/32 of 8/8ths chargeable to and payable out of said Net Profits Interest.

- 4- In the event that the Assignee should elect to surrender, let expire, abandon or release all or any of its rights in said lease acreage, or any part thereof, the Assignee shall notify the Assignor, not less than sixty (60) days in advance of such surrender, expiration, abandonment or release and if requested so to do by the Assignor, the Assignee immediately shall re-assign such rights in said lease acreage or such part thereof, to the Assignor.

239950