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SUBLETTE COUNTY, PINEDALE, WYOMING

92648

W-611

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, Melvin Wolf

605 South Jersey Street, Denver, Colorado, 80202

hereinafter designated "ASSIGNOR", whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to ASSIGNOR in hand paid, the receipt of which hereby is acknowledged, subject to the approval of the authorized representative of the Secretary of the Interior, and also subject to the subsequent provisions hereof, hereby grants, assigns, transfers, conveys, and sets over unto _____

Shell Oil Company, a Delaware Corporation

with offices at 1700 Broadway, Denver, Colorado, 80202

hereinafter designated "ASSIGNEE", and ASSIGNEE'S heirs, successors, and assigns forever, that certain United States Oil and Gas Lease, Serial No. W-0316725 with effective date of June 1, 1965

in so far as said lease covers and includes the following described land situate in sublette

County, Wyoming, to wit:

Township 38 North, Range 114 West, 6th P.M.

Section 12: subject

containing 40.00 acres

together with all right, title, interest, and estate of the lessee therein and thereunder as to said lands.

As additional consideration for this assignment, ASSIGNOR shall be entitled to receive, and ASSIGNEE, by its acceptance hereof, agrees to pay or deliver to ASSIGNOR, overriding royalties as follows:

(a) ASSIGNEE shall deliver to the credit of ASSIGNOR, free of cost, in the pipe line to which ASSIGNEE may connect its wells, three percent (3%) of eight eighths (8/8ths) of all oil produced and saved by ASSIGNEE from the above described lands or from time to time, at ASSIGNEE'S option, pay ASSIGNOR for such overriding royalty oil at the current market value of such oil at the well, and

(b) ASSIGNEE shall pay ASSIGNOR for gas produced from any well on the above described lands and used or sold by ASSIGNEE off said premises, or used by ASSIGNEE in the manufacture of gasoline or other products, three percent (3%) of eight eighths (8/8ths) of the current market value of said gas, as such, at the mouth of the well. If such gas is sold by ASSIGNEE at the well, then ASSIGNEE shall pay to ASSIGNOR three percent (3%) of eight eighths (8/8ths) of the net proceeds derived from such sale.

The overriding royalties above provided shall be applicable only to the oil and gaseous substances produced and saved by ASSIGNEE from the above described land under the terms of the lease hereby assigned, after deducting that part used for lease operations, and if the leasehold estate hereby assigned covers less than the full oil and gas rights in any portion of the land above described, then the overriding royalties above provided, as to the production from such portion, shall be reduced and paid or delivered to ASSIGNOR only in the proportion which the leasehold thereon and assigned hereby bears to the full oil and gas leasehold estate thereon.

No change in the right to receive the aforesaid overriding royalties shall be binding upon ASSIGNEE unless and until ASSIGNEE is furnished, by ASSIGNOR, at its above address, with evidence satisfactory to ASSIGNEE of such change, and in the event of any dispute or question as to the right to receive such overriding royalties, ASSIGNEE shall have the right, without liability for interest or penalty, to withhold payment or delivery of any and all overriding royalties due hereunder until such dispute or question is finally resolved and determined.

ASSIGNEE, at any time and from time to time, may enter into any unit plan which may be acceptable to ASSIGNEE and commit the above described land or any portion or portions thereof and the lease embracing the same to such plan, provided only that such unit plan be subject to the approval of the Secretary of the Interior. In the event any of said lands is so committed, then the overriding royalties hereinabove provided for, in lieu of being computed on the basis of the actual production from the lands above described, shall, as to any portion or portions included in any such unit plan, be based upon and determined by the production allocated to such portion or portions under the provisions of such plan.

Nothing contained in this assignment shall impose or be held to imply any obligation on the part of ASSIGNEE as to the development or operation of the above described lands or to require ASSIGNEE to continue in force the lease hereby assigned.

Assignment Approved Effective JAN 1 1966

David B. Morgan

ASSISTANT MANAGER, OIL & GAS

FOR CLAIMANT