

TATLOCK'S, INC.
majestic bldg. - AM 6-1661
Denver 2, Colorado

Mid-Continent Association Form with Overriding Royalty Reservation
and Reassignment Privileges

150 . L

(This Space Reserved for Filing Stamp)

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, John L. Kemmerer, Jr.
c/o John J. Wanner
607 Colorado Building
Denver, Colorado 80202

hereinafter called Assignor (whether one or more), for and in consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto

DEPCO, Inc.
1025 Petroleum Club Building
Denver, Colorado 80202

RECORDED October 4 1971 9:05 A.M.
IN BOOK 47 Oil & Gas PAGE 231
FEES 2⁰⁰ Anne E. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lewis J. Drake Deputy

(hereinafter called Assignee), 100% interest, subject to the overriding royalty reservation hereinafter set out, in and to the oil and gas lease dated January 8, 1968, from

Adelaide M. Munn, a single woman, lessor
to John L. Kemmerer, Jr., lessee
recorded in book 42 O&G, page 197 insofar as said lease covers the following described land in
Sublette County, State of Wyoming:

Township 33 North, Range 113 West, 6th P.M.
Section 23: W $\frac{1}{2}$ SW $\frac{1}{4}$

of Section --- Township --- Range --- and containing 80.00 acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

In the event the assignee herein shall elect to not pay the rental due under the lease herein assigned, Assignee agrees, at least thirty days prior to any such rental date, to tender to the Assignor herein an assignment, without warranty of title, of all of the interest herein assigned. Provided, however, that Assignee's liability, for its inadvertent failure to notify Assignor under this provision, shall be limited to the consideration paid for this assignment.

The Assignor herein hereby expressly excepts, reserves, and retains title to an undivided 1/16 of 8/8ths

of all oil, gas, and casinghead gas produced, saved, and marketed from the above described land under the provisions of the aforesaid lease, or any extension or renewal thereof, as an overriding royalty, free and clear of any cost and expense of the development and operation thereof, excepting taxes applicable to said interest and the production therefrom.

In the event the interest of the Lessor or Lessors who executed the above oil and gas lease is less than an undivided fee simple estate in any 40-acre legal subdivision or such larger area as may conform to the spacing pattern established upon which a well is drilled or in the event the interest of Assignor is, in said oil and gas lease, less than the full and entire leasehold estate granted by said oil and gas lease as to any 40-acre legal subdivision or such larger area as may conform to the spacing pattern established upon which a well is drilled, then the overriding royalty herein reserved shall, as to production from that well, be proportionately reduced.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors, or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights, and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

All of the provisions of this assignment shall be available to and binding upon the respective heirs, executors, administrators, successors, and assigns of the Assignor and Assignee herein.

EXECUTED, This 14th day of September, 1971

John L. Kemmerer, Jr.

STATE OF NEW YORK } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
COUNTY OF NEW YORK

Before me, the undersigned, a Notary Public, within and for said County and State, on this 14th
day of September, 1971, personally appeared John L. Kemmerer, Jr.
and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires

GENEVIEVE V. FOULIS
Notary Public, State of New York
No. 24-6366710
Qualified in Kings County
Certificate filed in New York County
Commission expires March 30, 1972

Genevieve V. Foulis
Notary Public