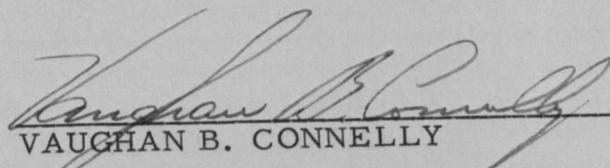


NOW THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above mentioned Vaughan B. Connelly does hereby bargain, grant, sell, transfer, assign and convey unto Belfer Corporation of 42 Broadway, New York, New York, the said production payment above described, together with all other rights, titles, powers and interests vested in the said Vaughan B. Connelly as owner of said production payment.

TO HAVE AND TO HOLD the said production payment with all and singular the rights, titles, privileges, hereditaments and appurtenances thereunto in anywise belonging unto the said Belfer Corporation, its successors or assigns forever; and the said Vaughan B. Connelly hereby covenants and represents that he is the lawful owner and holder of the above described production payment and has good right and authority to convey the same and that the same is free and clear of all liens and encumbrances and the said Vaughan B. Connelly does hereby bind himself, his heirs and assigns, to forever warrant and defend all and singular the above described production payment unto the said Belfer Corporation, its successors or assigns against the lawful claims and demands of every person whomsoever lawfully claiming or to claim the same or any part thereof.

The conveyance of this production payment shall be effective with any and all proceeds accruing thereto from and after September 1, 1957.

IN WITNESS WHEREOF, Vaughan B. Connelly has executed this conveyance this 24th day of September, 1957.


VAUGHAN B. CONNELLY