

STATE OF NEW YORK }
 COUNTY OF NEW YORK }

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RECORDED *December 24* 19 *58* *3:30 P* M
 IN BOOK *23 Oil & Gas* PAGE *98*
 FEES \$ *8.50* COUNTY CLERK
 SUBLETTE COUNTY, PINEDALE, WYOMING

KNOW ALL MEN BY THESE PRESENTS:

That **ARTHUR B. BELFER, RACHEL BELFER, LAWRENCE RUBEN, SELMA RUBEN, JACK SALTZ, ANITA SALTZ and ROBERT A. BELFER**, all general partners doing business under the partnership name of **BELFER NATURAL GAS COMPANY**, with an office at 630 Third Avenue, New York 17, New York (hereinafter referred to as the "Grantor"), for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by **BRIGHT STAR FOUNDATION, INC.**, a corporation organized and existing under the laws of the State of Texas, with an office at 730 Mercantile Securities Building, Dallas 1, Texas (hereinafter referred to as the "Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred, assigned and conveyed, and by these presents does hereby grant, bargain, sell, transfer, assign and convey unto Grantee, as a production payment all the oil and gas in and under and that may be produced, saved and marketed from the properties and operating rights situated in Sublette County, Wyoming, more particularly described in Exhibit "A", attached hereto and incorporated herein by reference for all purposes, to the following extent and only to such extent:

- A. From the effective date of this conveyance to and including December 31, 1959, an undivided ten (10%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from the properties and operating rights more particularly described in Exhibit "A".
- B. From January 1, 1960 to and including December 31, 1960, an undivided thirty (30%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from the properties and operating rights more particularly described in Exhibit "A".
- C. From and after January 1, 1961 (unless such Production Payment has been sooner satisfied), forty (40%) of all (8/8) oil and gas in and under and that may be produced, saved and marketed from the properties and operating rights more particularly described in said Exhibit "A".

This conveyance shall be effective at 8:00 A. M. on January 1, 1959, and shall terminate and be deemed satisfied whenever the Grantee shall have received from the proceeds of the sale of oil and/or gas if, as and when produced from the properties in Exhibit "A" annexed hereto, free and clear of all exploration, development, operating, gathering, producing, treating, processing, marketing, transporting and other costs and expenses of every kind whatsoever, and over and above all gross production, severance, gathering, pipeline regulating and other taxes and assessments (other than taxes on or measured by the income or profits of the Grantee) imposed with respect to or measured by or charged against the oil or gas accruing to the production payment herein conveyed, the sum of One Million Four Hundred Thousand (\$1,400,000.00) Dollars (hereinafter called "Primary Amount")