

amended and June 8, 1956, as amended; and

WHEREAS, it is the desire of BELFER FOUNDATION, INC. to assign and convey unto BELCO PETROLEUM CORPORATION (the Successor Corporation) the undivided twenty per cent (20%) of seventy five per cent (75%) of all (8/8) oil and gas in and under and that may be produced, saved and marketed from the property described in Exhibit "A" of said PRODUCTION PAYMENT;

NOW THEREFORE, the undersigned, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby RELEASE, SET-OVER, ASSIGN and QUITCLAIM unto BELCO PETROLEUM CORPORATION (the Successor Corporation) all rights, titles, powers and interests now held or claimed by the undersigned, in and to the above described PRODUCTION PAYMENT created by virtue of said instrument of assignment dated September 3, 1958, and further SETS-OVER, ASSIGNS and QUITCLAIMS unto BELCO PETROLEUM CORPORATION (the Successor Corporation) the twenty percent (20%) of 75% of all (8/8) oil and gas that might be produced, saved and marketed from the properties described in said PRODUCTION PAYMENT, as well as all of its right, title and interest in and to all monies and claims for monies, due or to become due to BELCO PETROLEUM CORPORATION (the Successor Corporation) from EL PASO NATURAL GAS COMPANY, arising out of the aforementioned Gas Sales Contracts dated July 24, 1953, as amended and June 8, 1956, as amended.