

is in addition subject to a certain "Pooling Agreement, Mickelson Creek Unit Area" dated January 11, 1960 by and between Pan American Petroleum Corporation and Sinclair Oil & Gas Company. The interest herewith assigned is not, however, limited in duration to the term of any of such instruments.

3. As to any wells drilled on said lease acreage by the Assignee after the delivery of this assignment, the Assignee shall give the Assignor access to said wells and the derrick floor at all reasonable times and, upon request of the Assignor, shall furnish to the Assignor well samples of all cores and cuttings consecutively taken, unless the Assignor elects to take such samples; and, at the request of the Assignor, the Assignee shall furnish to the Assignor copies of any electrical well formation surveys made.

4. In the event that Assignee should elect to surrender, let expire, abandon or release all or any of his rights in said lease acreage or any part thereof, Assignee shall observe the relevant provisions of the Mickelson Creek Unit Operating Agreement referable to giving notice of such contemplated action and, thereafter, if required, shall assign such rights to the party or parties entitled thereto; if, however, the Unit Operating Agreement is not in force or if the provisions of the Unit Operating Agreement do not require the giving of notice with respect to the action proposed by Assignee, Assignee shall in that event notify the Assignor hereunder not less than sixty (60) days in advance of such surrender, expiration, abandonment or release and, if requested so to do by the Assignor, Assignee immediately shall reassign such rights in said lease acreage, or such part thereof, to the Assignor.

5. This assignment is made without warranty of any kind.

6. All notices, reports and other communications required or permitted hereunder, or desired to be given with respect to the rights or interests herein assigned or reserved shall be deemed to have been properly given or delivered when delivered personally or when sent by certified mail, registered mail or telegraph, with all postage or charges fully prepaid, and addressed to the Assignor and Assignee, respectively, as follows:

Assignor: Mr. C. W. Horstmeier
Sinclair Oil & Gas Company
601 Denver Club Building
Denver 2, Colorado