

This Instrument dated December 27, 1960, consists of **PART I**, being an Indenture of Conveyance of Oil and Gas Properties Excepting Monterey Production Payment, between MONTEREY OIL COMPANY, a Delaware corporation (hereinafter in PART I called "*the Production Payment Owner*" or "*PPO*"), and HUMBLE OIL & REFINING COMPANY, a Delaware corporation (hereinafter called "*the Working Interest Owner*" or "*WIO*"), and **PART II**, being a Conveyance of Monterey Production Payment, from said MONTEREY OIL COMPANY (hereinafter in PART II called "*the Assignor*") to COSMOPOLITAN OIL CORPORATION, a Delaware corporation, WEST WALL OF DELAWARE, INC., a Delaware corporation, and ALBANTU OIL & GAS CORPORATION, a Delaware corporation (hereinafter collectively called "*the Assignees*"), PART I and PART II being separate and distinct from each other and PART I evidencing a separate and distinct transaction occurring prior to or concurrently with the separate and distinct transaction evidenced by PART II,

WITNESSETH:

**PART I**

**Indenture of Conveyance  
of Oil and Gas Properties  
Excepting Monterey Production Payment**

This Indenture dated December 27, 1960 between the Production Payment Owner (Monterey Oil Company) and the Working Interest Owner (Humble Oil & Refining Company),

**ARTICLE FIRST**

**CONVEYANCE OF PROPERTIES AND EXCEPTION OF MONTEREY  
PRODUCTION PAYMENT**

§ 1.1. *Conveyance and Exception.* PPO, for valuable consideration, to it in hand paid by WIO, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants herein provided to be performed by WIO, by these presents does, effective as of 11:59 o'clock P.M. (determined in accordance with