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desiring to surrender shall assign, without warranty of title, its interest in said leases to the party not desiring to surrender and thereafter such assigning party shall be relieved of and from any and all obligations thereafter, but not theretofore, accruing.

As a part of the consideration for this assignment, it is understood and agreed by the parties hereto that Assignor herein, its successors and assigns, shall pay or tender any and all delay rentals as they become due under the terms and provisions of the above described leases from and after the date hereof, and bill Assignee herein, its successors and assigns, for two-fifths (2/5) of all such delay rentals so paid, and the said Assignee herein, its successors and assigns, hereby agrees to and shall reimburse Assignor herein, its successors and assigns, within thirty (30) days after receipt of said bill for two-fifths (2/5) of all such delay rentals so paid, it being understood and agreed that Assignor herein, its successors and assigns, shall not be liable to Assignee herein, its successors and assigns, for any error or mistake of any kind whatsoever that may occur in making or tendering such payments as aforesaid.

TO HAVE AND TO HOLD to PHILLIPS PETROLEUM COMPANY, Assignee herein, its successors and assigns, the above described leases, subject to the terms and conditions of said leases and subject to the exceptions, reservations and provisions hereinbefore stated, but all without warranty of any kind, either expressed or implied.

IN WITNESS WHEREOF, SOCONY MOBIL OIL COMPANY, INC. has caused these presents to be executed by its Attorneys in Fact at Denver, Colorado this the

14th day of December, 1962.

ATTEST:

W. C. Cooke
Assistant Secretary
SOCONY MOBIL OIL COMPANY, INC.
1802

SOCONY MOBIL OIL COMPANY, INC.
Approved
By R. H. Clark
Attorney in Fact
Land
Legal
By G. O. Detman
Attorney in Fact
T. R.