

subject also to all of the terms and provisions of said Assignment, all of which Assignee, by the acceptance hereof, assumes and agrees to perform, in proportion to the interest hereby assigned.

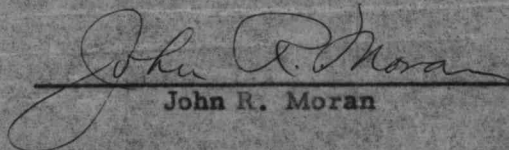
This Assignment is also subject to all of the terms and provisions of that certain Unit Agreement for the development and operation of the Hogsback Unit Area, dated November 1, 1954, Department of the Interior No. 14-08-001-2070, and that certain Unit Operating Agreement dated September 1, 1957, between General Petroleum Corporation, Phillips Petroleum Company and Belfer Natural Gas Company.

TO HAVE AND TO HOLD unto Assignee, their heirs, personal representatives and assigns.

This Assignment is made without any covenant of warranty, either express or implied.

By acceptance hereof, Assignee assumes and agrees to perform all of the terms and provisions of the above described Oil and Gas Lease, each and every Assignment thereof, the Unit Agreement and Unit Operating Agreement hereinabove described and referred to, insofar as said agreements affect and relate to the above described Oil and Gas Lease, and further agrees to indemnify and hold Assignor harmless of and from any and all claims of whatsoever nature arising out of or in any way connected with said Oil and Gas Lease, Assignments and other agreements hereinabove described and referred to.

IN WITNESS WHEREOF, Assignor has hereunto set his hand this First day of December, 1958.

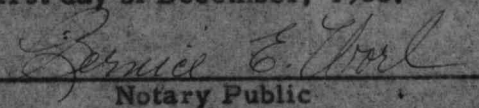

John R. Moran

STATE OF COLORADO)
) SS.
CITY AND COUNTY OF DENVER)

On this First day of December, 1958, before me personally appeared JOHN R. MORAN, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Given under my hand and seal this First day of December, 1958.

My commission expires October 17, 1962.


Notary Public