

as Grantee may deem necessary in order fully to effectuate and implement the purpose of this conveyance.

3. The real property and interests in real property transferred hereunder are subject to all debts, obligations and liabilities of Grantor of every kind and description related to and/or arising out of or in connection with such real property and interests in real property, and Grantee does hereby undertake, assume and agree to pay, perform and discharge, as they mature, accrue and/or become payable, all such debts, obligations and liabilities.

4. This Indenture shall become effective as of 12:01 A.M. on January 1, 1970.

5. This Indenture may be executed in counterparts and all shall constitute one original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Indenture of Transfer as of the day and year first above written.

THE SIGNAL COMPANIES, INC.

By *W. H. Manning*

VICE PRESIDENT

By *W. Stewart*

Asst. Secretary

"Grantor"

SIGNAL OIL AND GAS COMPANY

By *R. J. Rimmer*

VICE PRESIDENT

By *O. H. Hish*

Secretary

"Grantee"