

O. The following terms shall have the following respective meanings:

1. "Assigned Appurtenances" — the meaning stated in Subdivision F of Section 1.
2. "Production Payment" — the meaning stated in Section 1.
3. "Production Taxes" — the meaning stated in Subdivision C of Section 2.

#### PART I

#### ASSIGNMENT AND CONVEYANCE OF OIL AND GAS AND OTHER PROPERTIES

SECTION 1. *Conveyance.* Trustee, for valuable consideration to Trustee in hand paid by PP Owner, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Plan and in compliance with the orders entered in such proceeding, by these presents does grant, sell, convey, assign, deliver and set over unto PP Owner, effective on the date of delivery hereof, but with revenues and expenses to be accounted for with respect to production commencing with the Conveyance Effective Date, all of the assets and property of every kind and character of Sunset falling within the definition of the word "Property" (as defined in the bid of WI Owner, dated December 15, 1970, and the amendments thereto, which are attached as Exhibits to the Plan), including, but without intending hereby to limit the generality of the foregoing, the following:

A. The oil and gas leases or interests therein and the leasehold, royalty, overriding royalty, production payment, net profit, fee, mineral and other interests which are specifically described in Exhibit A; subject, however, to the restrictions, exceptions, reservations, conditions, limitations, interests and other matters, if any, set forth in the specific descriptions of said properties and interests in Exhibit A;

B. All of Trustee's right, title and interest in, to and under, or derived from, all of the presently existing and valid unitization and pooling agreements and the properties covered and the units created thereby (including all units formed under orders, regula-