

PHILLIPS OIL COMPANY, a Delaware Corporation, with offices in Dallas, Texas 75206, (hereinafter referred to as "Assignor"), for and in consideration of Ten Dollars (\$10.00) and other valuable consideration and subject to the terms and conditions hereinafter stated does hereby grant, bargain, sell, transfer and assign unto PHILLIPS PETROLEUM COMPANY, a Delaware corporation, with an operating office at Bartlesville, Oklahoma 74004, (hereinafter referred to as "Assignee"), all of Assignor's right, title and interest in and to (a) those certain leaseholds more specifically described in Exhibit "A", attached hereto and expressly made a part hereof, together with all rights, privileges and estates given, created and granted thereunder; (b) all leasehold equipment, machinery, buildings, structures, pipelines, personal property, materials, and supplies located therein, thereon, or appurtenant thereto, except as hereinafter specifically excepted and reserved; and (c) all of the rights of Assignor in or under any contract, agreement, division order, license, permit, franchise, certificate, order, easement, and right of way concerning or associated with any such leasehold.

This Assignment is made and accepted upon the following terms and conditions:

1. Assignor warrants title to the subject leaseholds to the extent that each such title was warranted to Assignor at the time Assignor acquired its ownership interest therein, save and except that this Assignment is made subject to any and all overriding royalty interests, production payments, liens and encumbrances of whatever nature as may have been created by Assignor or those claiming an interest in any such leasehold through Assignor.
2. Assignor specifically excepts from this Assignment any gas gathering system or systems in which it may have an interest which in any fashion concerns any of the subject leaseholds, including but not limited to all metering stations, pump or compressor stations, buildings, facilities and equipment associated therewith; but excluding from this reservation all buildings, facilities and equipment utilized in relation to the production of oil and/or gas or located upstream of the point of sale of the related gas under either the terms of any gas sales agreement assumed hereunder by Assignee or under the terms of any gas sales agreement between Assignee, as seller, and Assignor, as buyer, which may be executed contemporaneously herewith.
3. Assignor specifically excepts from this Assignment any preexisting agreement or agreements to sell gas to a third party or parties derived from any leasehold conveyed hereunder where title to the gas does not pass to a third party

7-00
AFTER RECORDING RETURN TO:
PHILLIPS PETROLEUM COMPANY
8555 E. TUPELO AVE. PARKWAY
DENVER, CO 80231

in the vicinity of field production.

4. Assignor specifically excepts from this Assignment any certificate for the sale of gas under the Natural Gas Act of 1938 to the extent Assignor is required to maintain any such certificate as a reseller of gas purchased from Assignee.

5. The effective date of this Assignment shall be December 31, 1983, regardless of the date of execution. All revenues, profits, losses and/or liabilities accruing through or resulting from the ownership, operations, utilizations or existence of, under, or in any way related to the subject leaseholds, which are conveyed, assigned or transferred under or pursuant to the terms hereof and which are incurred or accrue before such date shall accrue to, be retained by or assumed by Assignor. All revenues, profits, losses and/or liabilities accruing through or resulting from the ownership, operations, utilizations or existence of, under, or in any way related to the subject leaseholds which are conveyed, assigned or transferred under or pursuant to the terms hereof and which are incurred or accrue on or after such date shall accrue to, be retained by or assumed by Assignee.

6. Assignor covenants and agrees that it will execute and deliver from time to time such additional instruments as may be reasonably requested by Assignee to effect the intent and purposes of this Assignment.

7. The terms and provisions hereof shall be deemed to be covenants running with the leaseholds hereinabove referred to and as such shall extend to, bind and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment by and through their duly authorized officers.

ASSIGNOR
PHILLIPS OIL COMPANY

By: Jack L. Mathis
Jack L. Mathis, Attorney-in-Fact

ASSIGNEE
PHILLIPS PETROLEUM COMPANY

By: V. A. Robinson
V. A. Robinson, Attorney-in-Fact

EXHIBIT A

ASSIGNMENT TO PHILLIPS PETROLEUM COMPANY

RUN DATE 10/13/83
PAGE 1

THE FOLLOWING DESCRIBED LEASES IN EUREKA COUNTY, STATE OF NV, TO-WIT:

LEASE NUMBER	EFFECTIVE DATE	LESSOR/DESCRIPTION	LESSEE
021583-01	3/18/80	MARY HELEN CONLAN	JAMES E. SULLIVAN

AS RECORDED IN:
BOOK PAGE ENTRY

81 337

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RECORDED AT REQUEST OF
Phillips Petroleum Co.
BOOK 121 PAGE 133

RATE 1 AID: 33

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
H.H. REBOLLAU, RECORDER
FILE NO. 92730
FEE \$ 8.00

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