

similar interests in production (other than leasehold working interest) heretofore acquired by Assignor in the Lease Acreage.

TO HAVE AND TO HOLD the rights herein assigned and conveyed unto Assignee, his heirs, legal representatives and assigns, subject to the terms hereof and to the aforesaid pooling and unitization agreements, gas contracts and other agreements described herein or in Exhibit "A", and subject to the terms, provisions and conditions of said Oil, Gas and Mineral Leases and each intervening assignment thereof, and Assignee, by acceptance hereof, agrees to comply with and hereby assumes, all of the express and implied covenants and obligations of said leases and intervening assignments thereof.

And for the consideration aforesaid, the Assignor, for itself, its successors and assigns, does covenant with Assignee, their heirs, legal representatives and assigns, that Assignor is the lawful owner of the rights herein assigned, that Assignor has good right and authority to sell same and that Assignor, its successors and assigns will warrant and defend the same against the lawful claims and demands of all persons whomsoever claiming or to claim the same or any part thereof, by, through and under Assignor, but not otherwise.

IN WITNESS WHEREOF, this Assignment is executed this 31st day of March, 1981.

ASSIGNOR

HIGHLAND RESOURCES, INC.



Georgia R. Copeland
Secretary

By: J. L. Batt
J. L. Batt, Vice President

ASSIGNEE

CLOVER ENERGY CORPORATION

By: George A. Musselman

George A. Musselman
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