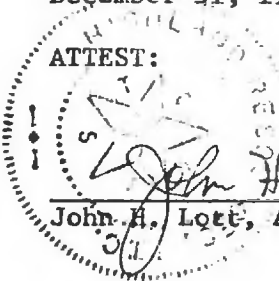


all of the respective properties, rights, titles, interests, estates, revenues, powers and privileges by this assignment and conveyance granted, bargained, sold, conveyed, assigned, transferred, set over and delivered, or excepted, excluded, retained and reserved, or otherwise vested or intended so to be.

All of the covenants and agreements of Highland contained in this Assignment, Conveyance, Transfer and Bill of Sale shall be deemed to be covenants running with the land. All of the provisions hereof shall inure to the benefit of the successors and assigns of Brown and shall be binding upon Highland, its successors and assigns.

IN WITNESS WHEREOF, this Assignment, Conveyance, Transfer and Bill of Sale is duly executed on the date in the acknowledgement annexed hereto but effective for all purposes between the parties as of 11:59 p.m., Local Time, December 31, 1985.

ATTEST:



John H. Lott, Assistant Secretary

HIGHLAND RESOURCES, INC.

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

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 2nd day of January, 1986, by J. L. BATT, President of HIGHLAND RESOURCES, INC., a Texas corporation, on behalf of said corporation.

Tommie A. Lohse
Notary Public in and for the State
of Texas

My Commission Expires: 1-31-89

Typed or Printed Name of Notary
TOMMIE A. LOHSE
Notary Public in and for State of Texas
My Commission Expires _____

