

obligations arising under, and shall perform all of the terms, covenants and conditions contained therein.

3. Compliance With Laws: This Assignment is made subject to all applicable laws, statutes, ordinances, permits, decrees, orders, judgments, rules and regulations which are promulgated, issued or enacted by a governmental entity or tribal authority having appropriate jurisdiction, and Assignee shall comply with the same at and after the Effective Time.

4. Successors and Assigns: The terms, covenants and conditions contained in this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and such terms, covenants and conditions shall be covenants running with the land and with each subsequent transfer or assignment of the Properties, or any part thereof.

5. Purchase and Sale Agreement: This Assignment (a copy of which can be obtained from Assignee at the above referenced address) is made in accordance with and is subject to the terms, covenants and conditions contained in that certain PURCHASE AND SALE AGREEMENT dated the [Insert Day] day of [Insert Month], 1997, by and between Amoco Production Company and [Insert Company Name] ("Purchase and Sale Agreement"), and the terms, covenants and conditions contained in the Purchase and Sale Agreement (including the Crude Call provision contained therein) are incorporated herein by reference as though said terms, covenants and conditions were fully set forth verbatim herein. If there is a conflict between the provisions of the Purchase and Sale Agreement and this Assignment, the provisions of the Purchase and Sale Agreement shall control the rights and obligations of the parties, and their authorized successors and assigns.

EXECUTED on the day and year first referenced above, but effective as of the Effective Time.

Assignor
AMOCO PRODUCTION COMPANY

By: _____
Name: _____
Title: Attorney-in-Fact

Assignee
[Insert Company Name]

By: _____
Name: _____
Title: _____