

I. ASSIGNOR HEREBY RESERVES UNTO ITSELF AND ITS SUCCESSORS AND ASSIGNS ALL FEE MINERAL AND ROYALTY INTERESTS EXCEPT AS TO PRODUCTION FROM THE ASSETS.

J. ASSIGNOR EXCEPTS FROM THIS ASSIGNMENT AND RESERVES TO ITSELF ALL RIGHT, TITLE AND INTEREST IN AND TO EASEMENTS, RIGHTS-OF-WAY OR SURFACE LEASES, OTHER RIGHTS, PERSONAL PROPERTY, WELLS, EQUIPMENT, FIXTURES, PIPELINES AND FACILITIES THAT ARE NOT DIRECTLY, SPECIFICALLY AND EXCLUSIVELY ASSICATED WITH THE OPERATION OF THE ASSETS.

K. If any Asset requires the consent of any counterparty or approval of any governmental authority as a condition to the delivery of this Assignment or provides to any third party a right of first refusal, preferential right to purchase or other option to acquire such Asset or any portion thereof, it is specifically understood and agreed that the Assignment shall not include or burden such Asset until the receipt by Assignor or Assignee of an instrument in writing evidencing such consent, approval or waiver, or the time to consent, approve or waive has lapsed, as the case may be, if such attempted assignment, without such consent of said other party would (1) constitute a breach thereof or a violation of law or regulation thereunder or otherwise in any material way affect the rights of Assignor or Assignee thereunder, or (2) trigger such third party preferential rights, rights of first refusal or other option rights. For avoidance of doubt, it will be as if the Assignment never included the Asset that may require the consent of any counterparty or approval of any governmental authority as a condition to the delivery of said Assignment or that may provide to any third party a right of first refusal, preferential right to purchase or other option to acquire such Asset or any portion thereof.

L. Assignor reserves the rights to proceeds, receipts, reimbursements, credits and income attributable to the Assets and accruing before the Effective Time. In the event Assignor is unsuccessful in collecting all or any portion of said receivables, Assignor shall so advise Assignee and Assignee shall cooperate with Assignor in attempting to collect the receivables to whatever extent is legally possible. All proceeds, receipts, credits, income and charges attributable to the Assets and accruing after the Effective Time will be Assignee's property and responsibility.

M. Assignor's share of all petroleum hydrocarbons held in tanks above the pipeline connection as of the Effective Time shall remain the property of Assignor and Assignor shall be entitled to the proceeds of such petroleum hydrocarbons.

N. This Assignment is effective as of October 1, 2006, at 7:00 o'clock A.M. at the location of the Assets ("Effective Time").

O. The construction and interpretation of this Assignment, and the legal relation of the parties hereto, shall be governed by the laws of the State of Texas without reference to the conflict of laws provisions thereof.

P. This Assignment and the terms and obligations contained herein shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, successors, assigns, and shall constitute covenants running with the land.

Q. This instrument has been executed by Assignor and Assignee in duplicate originals, but they shall constitute but one Assignment.

R. This instrument may be executed in multiple counterparts and each of which as so executed shall be given the effect of the execution of an original instrument.

S. The parties hereto agree that, to the extent required by applicable law to be operative, the indemnification obligations and disclaimers of certain warranties contained in this Assignment are "conspicuous" disclaimers for the purposes of any applicable law, rule or order.