

below the total depth drilled in the deepest producing well commenced on or before the expiration of the primary term or any extension thereof on the leased premises or on any land pooled therewith.

12. Assignee shall indemnify and hold Assignor harmless from any and all claims or damages of every kind and character asserted by third parties which result either directly or indirectly from or as a result of Assignee's operations incident to the rights herein granted and shall defend Assignor against any and all actions brought against Assignor as a result of Assignee's operations and/or as a result of any rights or privileges granted herein to Assignee. Assignee expressly assumes all responsibility, obligation and liability imposed upon an operator under the Natural Resources Code of Texas and the Texas Railroad Commission to properly plug all wells drilled on said leases under the terms hereof.

13. Assignor, subject to the terms, provisions and reservations hereof, hereby warrants and agrees to defend the title to the said lease and premises hereby subleased insofar as same is covered by this agreement against the lawful claims and demands of all persons whosoever, by, through, or under Assignor, but not otherwise.

IN WITNESS WHEREOF, this Agreement is executed on the respective dates indicated by the acknowledgements attached hereto, to be effective as of March 29,, 1988.

ASSIGNOR:

THE GEORGE R. BROWN PARTNERSHIP  
(A TEXAS GENERAL PARTNERSHIP)

BY:

W. H. Heisler, Jr.  
W. H. Heisler, Jr., Manager

ASSIGNEE:

TANA OIL AND GAS CORPORATION

BY:

Michael T. Popejoy  
Michael T. Popejoy  
Vice-President, Land