

Amoco Group under the terms of this Agreement, regardless of cause or of any negligent acts or omissions of any of the Amoco Group, other than matters caused by or resulting solely from the gross negligence or willful misconduct of the Amoco Group.

9. ASSIGNABILITY: The rights, duties and privileges under this Agreement shall not be assigned by the parties hereto without the prior written consent of the non-assigning party; provided however, Amoco shall be entitled to engage contract personnel to perform services contemplated under this Agreement.

10. GOVERNING LAW: This Agreement shall be governed by and construed under the laws of the State of Texas, excluding any conflict of law rules which may require the application of laws of another jurisdiction.

11. NOTICES: All notices, requests and other communications shall be provided in accordance with the terms of the Purchase and Sale Agreement.

12. OTHER AGREEMENTS: If there is a conflict between the terms of the Purchase and Sale Agreement and the terms of this Agreement, the terms of this Agreement shall control the rights and obligations of the parties, but only to the extent necessary to resolve the conflict. All capitalized terms not defined in this Agreement, shall have the meaning contained in the Purchase and Sale Agreement.

IN WITNESS WHEREOF, the parties agree to the foregoing on the day and year first set forth above.

AMOCO PRODUCTION COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Attorney-in-Fact

[Insert Company Name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_