## **ASSIGNMENT AND CONVEYANCE**

THIS ASSIGNMENT AND CONVEYANCE, hereinafter called "ASSIGNMENT", is made between SHELL ONSHORE VENTURES INC., a Delaware corporation, P.O. Box 576, Houston, Texas 77001, and SHELL OIL COMPANY, a Delaware corporation, P.O. Box 576, Houston, Texas 77001, herein collectively referred to as "ASSIGNOR", and
For ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does hereby sell, transfer, assign and convey all of ASSIGNOR's right, title and interest in and to the Oil and Gas Leases located in described on Exhibit "A" attached hereto and made a part hereof, referred to herein as the "ASSIGNED PROPERTY".
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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THIS ASSIGNMENT shall be subject to the following terms and conditions:

- The terms and conditions contained herein shall constitute covenants running with the land, and shall be binding upon, and for the benefit of, the respective successors and assigns of ASSIGNOR and ASSIGNEE.
- This assignment is made without warranty or representation of any kind, express, statutory or implied
  as to title, description, physical condition of the ASSIGNED PROPERTY (including, without limitation,
  the environmental condition of the ASSIGNED PROPERTY), quality, value, fitness for purpose,
  merchantability, or otherwise.
- 3. To the fullest extent permitted by law, but no further, ASSIGNEE shall indemnify and hold harmless ASSIGNOR, from any and all Claims which directly or indirectly arise or result from or are caused by the use, operation, maintenance, occupation, ownership or abandonment of the ASSIGNED PROPERTY before, on, or after the effective date of this assignment except for any such Claims caused by the willful misconduct or gross negligence of ASSIGNOR. ASSIGNEE further covenants and agrees to defend any suit(s) or administrative proceeding(s) brought against ASSIGNOR on account of any such Claims indemnified hereunder and to pay or discharge the full amount or obligation of such Claims incurred by, accruing to or imposed on ASSIGNOR resulting from any such suit(s) or proceeding(s) or any amounts resulting from the settlement or resolution of such suit(s) or proceeding(s). In addition, ASSIGNEE shall pay to ASSIGNOR all attorneys' fees incurred by ASSIGNOR in enforcing ASSIGNEE'S indemnity in this paragraph 3.
- 4. To the fullest extent permitted by law, but no further, ASSIGNEE shall indemnify and hold harmless ASSIGNOR from and against any and all Environmental Claims or Environmental Cleanup Liability which arises directly or indirectly from the use, operation, maintenance, occupation, ownership or abandonment of the ASSIGNED PROPERTY before, on or after the effective date of this assignment, except for any such Environmental Claims or Environmental Cleanup Liability caused by the willful misconduct or gross negligence of ASSIGNOR. ASSIGNEE further covenants and agrees to defend any suit(s) or administrative proceeding(s) brought against ASSIGNOR on account of any such Environmental Claims or Environmental Cleanup Liability and to pay or discharge the full amount or obligation of such Environmental Claims or Environmental Cleanup Liability incurred by, accruing to or imposed on ASSIGNOR, resulting from any such suit(s) or proceeding(s) or any amounts resulting from the settlement or resolution of such suit(s) or proceeding(s). In addition, ASSIGNEE shall pay to ASSIGNOR, all attorneys' fees incurred by ASSIGNOR in enforcing ASSIGNEE'S indemnity in this paragraph 4.
- 5. ASSIGNEE expressly assumes and agrees to be bound by all obligations imposed upon the lessee under the terms of said Oil and Gas Leases and all applicable statutes.
- 6. To the extent transferable, this assignment includes all contracts and agreements to which the property described in Exhibit A is subject.
- 7. This ASSIGNMENT is intended by the ASSIGNOR and ASSIGNEE as a complete and final statement of the Agreement between ASSIGNOR and ASSIGNEE, and supersedes and cancels any and all prior or contemporaneous oral agreements, statements, representations, understandings, negotiations, or communications between or among ASSIGNOR and ASSIGNEE.

IN WITNESS WHEREOF, this instrument is executed	by the	parties	on th	ne dates	of their	respective
acknowledgements set forth below, but made effective as of	•	•				•