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Katy Field
Lot #10882

ASSIGNMENT AND BILL OF SALE OF OIL, GAS AND MINERAL LEASES

STATE OF TEXAS

COUNTY OF WALLER

This Assignment and Bill of Sale of Oil, Gas and Mineral Leases ("Assignment") is made by DOMINION OKLAHOMA TEXAS EXPLORATION & PRODUCTION, INC., a Delaware corporation, with a mailing address at 1415 Louisiana, Suite 2700, Houston, Texas 77002 ("Assignor"), in favor of

whose address is:

("Assignee").

A. In consideration of the mutual promises herein between Assignor and Assignee together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the reservations, exceptions, terms, covenants and conditions of this Assignment, as of the Effective Time, Assignor hereby grants, bargains, sells, conveys, transfers and assigns unto Assignee all of Assignor's right, title and interest in and to the following:

1. all oil, gas and mineral leases listed on Exhibit "A" attached hereto (the "Leases"); and
2. all wells located on the Leases, including without limitation those wells listed on Exhibit "B" attached hereto (the "Wells"); and
3. all working interests, net revenue interests, and any and all other interest in and rights to hydrocarbon or minerals in or under the Leases or interests in production of hydrocarbons or other minerals from the Leases (the "Interests"); and
4. all applicable agreements affecting or pertaining to the Leases and all rights derived therefrom, including without limitation, all unit agreements, processing agreements, joint operating agreements, farmins, farmouts, and production handling agreements (the "Agreements"); and
5. all property, personal and real, tangible and intangible, located on the Leases and related to the Wells as of the Effective Time, including without limitation, all property paid for by the joint account of Assignor, wells, fixtures, equipment, compressors, dehydrators, measuring equipment, tanks, pipelines, pipe, casing, buildings, communication equipment and computer equipment (the "Equipment"); and
6. all easements, rights-of-way, servitudes, permits and licenses of any nature affecting, pertaining to or held in conjunction with operations on the Leases (the "Easements"); and