

(b) Gas Overproduction - In the event Assignor is overproduced as to any Wells, as of the Effective Date, Assignee hereby agrees to and shall assume all rights to the overproduction, as well as all liabilities, responsibilities and obligations to the other working interest owners (or their successors and assigns) and Assignor shall have no further rights, liabilities, obligations or responsibilities whatsoever. Assignor and Assignee agree that the purchase price for the sale of the Property has been revised accordingly for these purposes.

#### 11. MISCELLANEOUS

(a) All ad valorem taxes due by Assignor for the calendar years prior to the calendar year 1992 have been paid by Assignor. All ad valorem property taxes and other taxes for the year 1992 attributable to the Property will be prorated between Assignor and Assignee as of the Effective Date.

(b) Any sales tax, use tax, or other tax, license, permit or fee which may be applicable to this Sale and Assignment shall be borne by Assignee.

(c) This Sale and Assignment constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, superseding all negotiations, prior discussions and prior agreements and understandings relating to the subject matter hereof.

(d) The parties agree to do such further acts or execute such further documents as may reasonably be required to effectuate the terms of this Sale and Assignment.

(e) If any provision of this Sale and Assignment is held invalid, such invalidity shall not affect the remaining provisions hereof.

(f) This Sale and Assignment cannot be modified or amended except by a written instrument duly executed by Assignor and Assignee.

(g) This Sale and Assignment and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Texas.

(h) Captions have been inserted for reference purposes only and shall not define or limit the terms of this Sale and Assignment.

(i) This Sale and Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The terms, conditions and exceptions contained herein shall constitute covenants running with the Property and shall be binding upon and for the benefit of the respective successors and assigns of Assignor and Assignee.

IN WITNESS WHEREOF, this Sale and Assignment is entered into and executed in triplicate originals, after a reading of the whole and in the presence of the undersigned competent witnesses on the dates indicated hereinbelow.

WITNESSES:

POSTED 8-12-92  
DATE 8-12-92

ASSIGNOR:  
TEXACO EXPLORATION AND PRODUCTION INC.

APPROVED	
Oprs.	<u>WJR</u>
Land	<u>WJR</u>
Legal	<u>WJR</u>
GSPD	
Inc.	

Wm. David Dwyer  
A. L. Bank

By F. B. Halpern  
Attorney in fact  
Dated: 8-7-92

ASSIGNEE:  
LUNDBERG OPERATING CO., INC.

Joyce McLaughlin  
Louis C. Jenner

By C. G. Lundberg  
Title: President  
Dated: 8-5-92