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THIS ASSIGNMENT IS EXECUTED, DELIVERED, AND ACCEPTED WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF TITLE OF ANY KIND OR NATURE, EITHER EXPRESS, IMPLIED OR STATUTORY. IN ADDITION, ASSIGNOR MAKES NO REPRESENTATION, COVENANT OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA OR RECORDS DELIVERED OR OTHERWISE PROVIDED OR SHOWN TO THE ASSIGNEE BY ASSIGNOR OR ANY THIRD PARTY WITH RESPECT TO THE LEASES, OR CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE LEASES, OR THE VALUE OF THE LEASES BASED ON THE SALES PRICES OF ANY SUCH HYDROCARBONS. ASSIGNEE ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATIONS OF ASSIGNOR OR ANY OTHER PARTY IN DECIDING TO ACQUIRE THE LEASES AND HAS MADE ITS OWN INDEPENDENT ASSESSMENT OF THE VALUE THEREOF.

WAIVER OF CONSUMER RIGHTS. TO THE EXTENT APPLICABLE TO THIS TRANSACTION, ASSIGNEE HEREBY WAIVES ITS RIGHTS UNDER THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE, OF THE TEXAS BUSINESS AND COMMERCE CODE (A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS). AFTER CONSULTATION WITH AN ATTORNEY OF ITS CHOICE, ASSIGNEE VOLUNTARILY CONSENTS TO THIS WAIVER. EACH PARTY ACKNOWLEDGES THAT THE PARTIES HERETO DO NOT OCCUPY DISPARATE BARGAINING POSITIONS. TO THE EXTENT PERMITTED BY LAW, ASSIGNEE FURTHER WAIVES ITS RIGHTS UNDER ANY SIMILAR LAWS, STATUTES OR RULES OF THE JURISDICTION IN WHICH THE LANDS AFFECTED BY THIS CONVEYANCE ARE LOCATED.

ASSIGNEE REPRESENTS THAT IT IS A KNOWLEDGEABLE AND SOPHISTICATED OIL AND GAS INVESTOR AND IS ACQUIRING THE INTEREST DESCRIBED HEREIN FROM ASSIGNOR FOR ITS OWN BENEFIT AND NOT FOR RESALE. ASSIGNEE, TO THE EXTENT LAWFUL, WAIVES ANY RIGHTS UNDER ANY FEDERAL OR STATE LAW OR REGULATION UNDER WHICH SUCH INTEREST MAY BE CLASSIFIED AS A SECURITY.

AS BETWEEN THE PARTIES HERETO, THEIR HEIRS, SUCCESSORS AND ASSIGNS, ANY CLAIMS, DISPUTES OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS ASSIGNMENT WHICH CANNOT BE RESOLVED BY MUTUAL AGREEMENT SHALL, UPON WRITTEN NOTICE BY ONE PARTY TO THE OTHER, BE SUBMITTED TO BINDING ARBITRATION, IN ACCORDANCE WITH AND SUBJECT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ALL ARBITRATION HEARINGS HELD PURSUANT TO THIS PARAGRAPH SHALL BE CONDUCTED IN HOUSTON, TEXAS, U.S.A. OR SUCH OTHER LOCATION AGREED