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.

Katy Field Lot #10882

## ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

## STATE OF TEXAS

## **COUNTY OF WALLER**

THAT, FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars
(\$10.00), the receipt and sufficiency of which are hereby acknowledged, DOMINION
EXPLORATION & PRODUCTION, INC., a Delaware corporation, with a mailing address at
1415 Louisiana, Suite 2700, Houston, Texas 77002 (hereinafter referred to as "Assignor"), does
hereby GRANT, SELL, TRANSFER, ASSIGN and CONVEY unto
, whose address is
(hereinafter referred to as "Assignee"), all of
Assignor's overriding royalty interest in and to the oil, gas and other minerals produced, saved,
and sold under and by virtue of the terms and provisions of the Oil, Gas and Mineral Leases
described on Exhibit "A" attached hereto ("Leases").

In the event any of the Leases cover less than the full fee simple estate in the oil, gas and other hydrocarbon substances in those lands and underlying formations covered thereby or in the event the interest of Assignor in any of such lands and underlying formations be less than a full undivided interest, then, in either or both such events, the overriding royalty interest conveyed herein will be reduced to such proportion thereof that the interest of Assignor in said lands and underlying formations bears to the entire undivided fee simple leasehold estate. Furthermore, the overriding royalty interest conveyed herein shall apply to any extension or renewal of the Leases, provided such extension or renewal is acquired within six (6) months following the expiration or termination thereof.

This Assignment of Overriding Royalty Interest ("Assignment") is made by Assignor and accepted by Assignee subject to the terms and provisions of the Leases. Furthermore, nothing herein contained shall in any manner imply any obligation on the part of Assignor to maintain the aforementioned Leases in force and effect through payment of annual rentals, drilling or development operations, or otherwise.

This Assignment is made without warranty, either express or implied.

The terms and provisions of this Assignment shall extend to and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this Assignment is executed and made effective this 30th day of August, 2006.

DOMINION EXPLORATION & PRODUCTION, INC.

Gary M. Walker Attorney-in-Fact