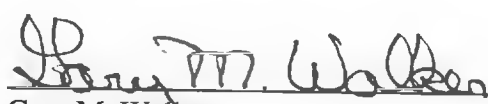



T. TO THE EXTENT APPLICABLE TO THE ASSETS OR ANY PORTION THEREOF, ASSIGNEE HEREBY EXPRESSLY AND VOLUNTARILY WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), TEX. BUS. & COM. CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. ASSIGNEE FURTHER EXPRESSLY AND VOLUNTARILY WAIVES THE WARRANTY OF FITNESS FOR INTENDED PURPOSES OR GUARANTEE AGAINST HIDDEN OR LATENT REDHIBITORY VICES UNDER LOUISIANA LAW, INCLUDING LOUISIANA CIVIL CODE ARTICLES 2520 THROUGH 2548 AND THE WARRANTY IMPOSED BY LOUISIANA CIVIL CODE ARTICLE 2476, AND WAIVES ALL RIGHTS IN REDHIBITION PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2420, ET SEQ. IN ORDER TO EVIDENCE ITS ABILITY TO GRANT SUCH WAIVER, ASSIGNEE HEREBY REPRESENTS AND WARRANTS TO SELLER THAT IT (1) IS IN THE BUSINESS OF SEEKING OR ACQUIRING, BY PURCHASE OR LEASE, GOODS OR SERVICES FOR COMMERCIAL OR BUSINESS USE; (2) HAS CONSULTED WITH AN ATTORNEY OF ASSIGNEE'S OWN CHOOSING; (3) HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL, BUSINESS AND OIL AND GAS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF THE TRANSACTIONS CONTEMPLATED HEREBY; (4) IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION; AND (5) UNDERSTANDS THAT THIS WAIVER IS A MATERIAL AND INTEGRAL PART OF THIS ASSIGNMENT AND THE CONSIDERATION THEREOF AND THAT ASSIGNOR, IN DETERMINING TO PROCEED WITH ENTERING INTO THIS AGREEMENT, HAS EXPRESSLY RELIED ON THIS WAIVER. IN ADDITION, ASSIGNEE WAIVES ITS RIGHTS UNDER ALL OTHER CONSUMER PROTECTION STATUTES APPLICABLE TO THIS TRANSACTION THAT MAY BE WAIVED BY THE PARTIES.

Executed and delivered on the date shown in the acknowledgment below, but effective for all purposes as of the Effective Time.

ASSIGNOR

**DOMINION OKLAHOMA TEXAS  
EXPLORATION & PRODUCTION, INC.**

  
\_\_\_\_\_  
Gary M. Walker  
Attorney-in-Fact 

ASSIGNEE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_