

interest arises out of or is in any way related to any joint operating agreement or other agreement, whether or not the property rights, title, interest, and obligations underlying said agreement remain in effect or have been terminated; but Shell Oil excepts and retains the right, if such right exists under any agreement assigned to Shell Mining to purchase Minerals and Substances owned by other parties and produced from any properties deeded and assigned hereby to Shell Mining.

Shell Oil hereby delivers to Shell Mining and Shell Mining hereby accepts this Deed and Assignment and the right, title, interest, and obligations transferred hereby, and the parties agree when and if necessary, to record this Deed and Assignment and any instruments or any recordable memoranda hereof or thereof, necessary to implement the transfers herein.

Shell Mining assumes all the obligations and liabilities of Shell Oil as of the effective date hereof with respect to right, title, interest, and obligations herein transferred and agrees to perform all such obligations and discharge all duties and liabilities with respect thereto.

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