

UPON BY BOTH PARTIES. THE ARBITRATOR SHALL BE AN ATTORNEY WITH SUBSTANTIAL EXPERIENCE IN THE FIELD OF OIL AND GAS LAW AND SHALL BE JOINTLY AGREED UPON BY THE PARTIES, BUT IF NO AGREEMENT CAN BE REACHED WITHIN THIRTY (30) DAYS, THEN SUCH ARBITRATOR SHALL BE APPOINTED BY THE AMERICAN ARBITRATION ASSOCIATION. THE DECISION OF THE ARBITRATION SHALL BE FINAL AND BINDING UPON THE PARTIES AND SHALL BE ENFORCEABLE IN ANY COURT HAVING JURISDICTION OVER THE PARTY TO BE CHARGED. NO EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES SHALL BE AWARDABLE. IN THE EVENT OF A DECISION ADVERSE TO ASSIGNOR, ASSIGNOR SHALL HAVE THE RIGHT, AT ASSIGNOR'S SOLE OPTION, TO RESCIND THIS ASSIGNMENT, RECEIVE A RECONVEYANCE OF THE INTEREST ASSIGNED HEREIN, AND RETURN ASSIGNEE'S CONSIDERATION (WITHOUT INTEREST) AS ASSIGNEE'S SOLE REMEDY.

THIS ASSIGNMENT IS MADE ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE LEASES AND ANY PROPERTY AND RIGHTS INCIDENT THERETO.

THE PARTIES EXPRESSLY AGREE THAT GRANTOR OWES GRANTEE IN CONNECTION WITH ANY RIGHTS OR OBLIGATIONS RESERVED TO GRANTOR HEREUNDER ONLY THE DUTIES OWED BY ONE PARTY DEALING WITH ANOTHER AT ARM'S LENGTH.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and the covenants hereof shall run with the land.

IN WITNESS WHEREOF, this Assignment is executed on the date of the respective acknowledgments set forth below, to be effective, however as of June 1, 2006.

GRANTOR:

WITNESSES:

TOTAL E&P USA, INC.

By: 
Title: President

GRANTEE:

WITNESSES:

By: _____
Title: _____

