

which, if not accomplished by the effective date hereof, will be accomplished within a reasonable time. Should any prior consents from third parties be required which, if not obtained before the effective date hereof, would cause such affected interests to be forfeited or terminated, then such interests so affected are excluded herefrom and shall be transferred to Shell Mining as of the effective date hereof if, as, and when such consents are obtained, and Shell Oil shall execute such further instruments as may be necessary to accomplish such transfer. This Deed and Assignment is made specifically subject to any necessary local, state, and/or federal government approvals.

It is the intention of Shell Oil and Shell Mining that this Deed and Assignment should cover all of the interests of Shell Oil in Minerals and Substances in Bastrop County, Texas, but excluding interest in oil and gas, whether or not such interests are specifically described in the instruments listed in Exhibit "A."

Shell Oil does hereby assign, transfer, remise, release, and quitclaim to Shell Mining all and the entire of Shell Oil's right, title, and interest in and to any and all production of Minerals and Substances which right, title, and