

WHEREAS, Assignor desires to sell and Assignee desires to acquire an undivided one-half (1/2) of Assignor's interest in the above described lease insofar as it covers the above described lands.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements herein contained, Assignor does hereby grant, bargain, transfer and convey unto Assignee an undivided one-half (1/2) of all of Assignor's right, title and interest in and to the above described lease, as amended, insofar as it covers the above described lands and in, to and under all renewals and extensions thereof and all leases issued in lieu thereof, all subject, however, to one-half (1/2) of the burden of the lessors' royalty and of any overriding royalties and other payments burdening production from the above described lands, and all subject to the terms and provisions of the Second Agreement and the Operating Agreement hereinabove referred to and identified.

Assignee accepts this assignment subject to the terms, provisions and obligations of the above described lease, as amended, and of the assignment of such lease to Assignor and of the Second Agreement and the Operating Agreement hereinabove described and identified and assumes Assignee's proportionate share, one-half (1/2) of the lessors' royalty and overriding royalties and other payments burdening production from the above described lease.

This assignment is made without warranty, express or implied, of any kind, except assignor warrants and agrees to defend its title to the above described lease as against all persons claiming by, through or under assignor.

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