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and privileges constituting and appertaining to the Production Payment; and,

WHEREAS, the Assignment in no way limits or restricts the right of Brown to sell, convey, or assign the Production Payment in whole or in part.

NOW, THEREFORE, Brown, for a valuable consideration to him in hand paid by Shannon, the receipt, adequacy, and sufficiency of which is hereby confessed and acknowledged by these presents, does GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto Shannon the Production Payment, together with all oil, gas, casinghead gas, and other hydrocarbon substances (hereinafter called "Minerals") accruing or attributable to the Production Payment, and all proceeds derived therefrom and all rights, titles, interests, estates, remedies, powers, and privileges appurtenant or incident to the Production Payment under the Assignment.

It is the intention of Brown by this Assignment of Production Payment to grant, bargain, sell, convey, assign, transfer, set over, and deliver unto Shannon all rights, titles, interests, estates, remedies, powers, and privileges in the Property and in the Production Payment excepted, excluded, retained, and reserved as provided in the Assignment.

TO HAVE AND TO HOLD the Production Payment, together with said rights, titles, interests, estates, remedies, powers, and privileges unto Shannon forever.

Brown hereby binds himself to warrant and forever defend the Production Payment unto Shannon, his heirs, personal representatives, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Brown and not otherwise.

This Assignment of Production Payment is made with full substitution and subrogation of Shannon in and to all covenants and warranties by others heretofore given or made in respect of the Production Payment or the Property, or any part thereof.

So long as authorized by applicable law so to do, Brown will execute and deliver to Shannon all such other and additional