

ASSIGNMENT OF WAIVER AND INDEMNIFICATION AGREEMENT

This Assignment of Waiver and Indemnification Agreement (the "Assignment") is made by and between Rio Chama Oil Company, LLC, a Texas limited liability company whose address is 1630A 30th Street, Suite 260, Boulder, Colorado 80301 ("Assignor") to Wind River Hydrocarbons, Inc., a Wyoming corporation, whose address is 9800 Mt. Pyramid Ct., Suite 400, Englewood, CO 80112 ("Assignee").

In order to clarify the purposes and intent of this Assignment, Assignor and Assignee acknowledge the following:

A. On or about February 15, 2008, the Board of Trustees (the "Board") of the Tierra Amarilla Land Grant, a New Mexico land grant association (the "Association") and Petro Rio Oil & Gas Properties, LLC, a Texas limited liability company ("Petro Rio") entered into a Waiver and Indemnification Agreement (the "W&I Agreement") which by its terms became effective July 1, 2008. A true and correct copy of the W&I Agreement is attached hereto (Exhibit "A") and incorporated herein for all purposes.

B. The W&I Agreement covers the following real estate (the "Identified Lands"): the Tierra Amarilla Land Grant, located in Rio Arriba County, State of New Mexico, and Archuleta County, State of Colorado, as described in that certain Patent from the United States of America to Francisco Martinez, present claimant, heirs of Manuel Martinez, original grantee, dated February 21, 1881, recorded in Book 15-A, page 102 of the Records of Rio Arriba County, New Mexico, and containing Five Hundred Ninety-Four Thousand Five Hundred Fifteen and Fifty-Five One-Hundredths acres (594,515.55) acres, more or less.

C. The W&I Agreement provides among other things for the waiver by the Board and the Association of certain claims relating to the Identified Lands as well as the agreement by the Board and the Association to indemnify Petro Rio and its assigns, among others, from certain claims relating to the Identified Lands.

D. On or about March 19, 2008, Petro Rio and Assignor entered into an Assignment (the "2008 Assignment") pursuant to which Petro Rio assigned all its right, title and interest under the W&I Agreement to Assignor. A true and correct copy of the 2008 Assignment is attached hereto (Exhibit "B") and incorporated herein for all purposes.

E. Subject to the terms and conditions of this Assignment, Assignor desires to sell and assign, and Assignee desires to purchase and accept, all Assignor's right, title and interest under the W&I Agreement with respect to the "Subject Acreage", which term shall mean all Identified Lands LESS AND EXCEPT the following acreage:

1. the acreage referred to in the Oil and Gas Lease dated February 27, 2007, by and between Robert B. Rowling, et al, as lessor, and Lynx Production Company, Inc., as lessee, recorded in Book 530, Page 2524, Clerk and Records Office, Rio Arriba County, New Mexico, and containing 90,357.544 acres, more or less;

AND LESS AND EXCEPT

2. the acreage designated in Exhibit "C", attached hereto and made a part hereof for all purposes.

F. Assignor and Assignee desire to make additional agreements on the terms and conditions stated in this Assignment.

NOW, THEREFORE, in consideration of the foregoing recitals as well as the mutual covenants contained in, and the benefits to be derived by, this Assignment, and intending to be legally bound, Assignor and Assignee agree as follows:

A. Assignment. Subject to the terms and conditions of this Assignment, Assignor hereby grants, conveys, sells, and assigns to Assignee all Assignor's right, title and interest in the W&I Agreement as it concerns the Subject Acreage, but only the Subject Acreage. Assignee accepts such assignment.

B. Consideration. As additional consideration for this Assignment, Assignee agrees to convey or assign to Assignor the following interests (together, the "Overriding Royalty Interests") in any and all of the Subject Acreage in which Assignee acquires any oil and gas interest of any nature, including but not limited to fee interests, leasehold interests or leaseholds acquired by Assignee through contract rights, at any time during the ten (10) years following the execution of this Assignment, including all renewals and extensions of the foregoing whether such renewal or extension occurs during or for a period within two (2) years after such 10-year period:

1. A 3% of 8/8 overriding royalty interest in and under all oil and gas leases, leaseholds acquired through term assignments, farmout agreements, or similar agreements, and
2. A perpetual 3% of 8/8 overriding royalty interest in all mineral fee or royalty interests, which Assignee acquires in the lands covered by the Agreement.

Notwithstanding anything in this agreement to the contrary, the obligation to convey the Overriding Royalty Interests shall attach to any oil and gas interests of any nature that Assignee may acquire within the boundaries of the Obligation Area shown on Exhibit D.

Assignee agrees that future amendments, corrections, additions, or modifications of the Leases may be made without the consent or joinder of Assignor.

The Overriding Royalty Interest(s) are assigned free and clear of all cost and expense of exploration, drilling, development and operation, but except for and subject to its proportionate share of severance, ad valorem and other similar taxes. No payments of Overriding Royalty Interest(s) will be made or shall accrue on any oil, gas and casinghead gas or other hydrocarbon substances or minerals used for operating, developing, pressure maintenance or producing purposes on the Lands under the Leases, or in treating the products produced to make them marketable, or which are unavoidably lost. No payments shall be made of Overriding Royalty Interest(s) on gas and casinghead gas used for recycling or repressuring operations that benefit the Leases.

All payments of Overriding Royalty Interest(s) shall be made or delivered to Assignee in the same manner provided in the Leases for the payment of royalty to the lessors.

If a Lease or Leases cover less than the entire mineral estate in the Lands, Assignor's working interest represents less than 100% of the leasehold estate in a part or all of the Lands, or, if for any reason title should fail as to all or part of the leasehold estate owned by Assignor, the Overriding Royalty Interest(s) assigned to Assignee shall be reduced proportionately as to the affected Lease and Lands.

In the event the Leases are renewed, or the primary term of the Leases extended by the action of Assignor or Assignor's successors, assigns, and/or legal representatives, then the Overriding Royalty Interest(s) shall remain a burden against the Leases as so extended, or against the renewed Leases.

The terms and provisions of this Assignment shall inure to the benefit of Assignor and Assignee and to their heirs, legal representatives, successors, and/or assigns.

Within forty-five (45) days after Assignee acquires any oil and gas interest of any nature in any of the Subject Acreage at any time during the ten (10) years following the execution of this Assignment, or applicable two (2) year period in the case of an extension or renewal, Assignor agrees to assign to Assignor the applicable Overriding Royalty Interest(s), which shall be effective as of Assignee's date of acquisition of such oil and gas interest, by Assignee's execution and delivery of an Assignment of Overriding Royalty Interest substantially in the appropriate forms as Exhibits "E" and "F" attached hereto and made a part hereof.

C. Rights. Assignee agrees that Assignor shall have the following rights and information with respect to each oil and gas interest of any nature or lease acquired, wells drilled, or exploration activity performed by or for Assignee on the Subject Acreage:

1. Assignor shall have the right, personally or by its representative, and at Assignor's sole risk, to have access to the derrick floor of any drilling rig, with the right to observe all operations and the right to witness all logging and drill stem tests. Assignor shall have the right to be present when wells and tanks are gauged and measured.

2. Assignee agrees to provide to Assignor, free of charge, and upon written request by Assignor, true and complete copies of (a) daily drilling reports, (b) logs (digital and/or hard copy), (c) testing, production, and sales data, including run tickets, books, contracts, records, correspondence, and evidence of sales and shipments, which are or may be pertinent to a determination of royalty or other payments due hereunder, (d) title reports prepared by landmen, (e) title opinions or reports prepared by attorneys, (f) abstracts of title, (g) notices, reports, applications (including applications for special field or pooling rules, compulsory pooling, unitization, secondary recovery, surface commingling, and unorthodox locations), or any other filings made with the New Mexico Oil Conservation Division and/or the Colorado Oil and Gas Conservation Commission, (h) tests, including PVT data and analyses, and (i) geophysical and/or seismic surveys, data, or tests.

If any such data is the proprietary or confidential data of Assignee and not generally available to the public, Assignor agrees to hold such data confidential until (a) it is released to the general public by Assignee, or (b) three years from the date it is acquired, whichever is earlier; provided, this restriction shall not limit Assignor's use of the data in the event of a dispute between Assignor and Assignee regarding the provisions of this Assignment. If Assignee acquires seismic

or geophysical data from a party related to Assignee or from a third party, the license for the acquisition or use of the data shall recognize Assignor's rights hereunder. The foregoing data shall include data in Assignee's possession or control, and data to which it has access.

E. Recordation. Assignor and Assignee agree that this Assignment will not be recorded in the records of Rio Arriba County, New Mexico and/or Archuleta County, Colorado, without the prior consent of both Assignor and Assignee. Assignee may record a memorandum of this Assignment in the records of Rio Arriba County, New Mexico, and/or Archuleta County, Colorado, substantially in the form Exhibit "F" attached hereto and made a part hereof.

F. Reliance. Assignee agrees it is relying on its own investigation and information in acquiring this Assignment. Assignee agrees there are no agreements, assurances, representations or warranties, express or implied, verbal or written, except as specifically stated in this Assignment.

G. Assignment. Assignee shall not have the right to assign or otherwise transfer any rights or interests under this Assignment unless the proposed assignee or transferee specifically accepts and agrees to be bound by the terms and conditions of this Assignment in a written document and form acceptable to Assignor.

H. Binding Effect. The terms, covenants, and conditions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective heirs, devisees, successors, and permitted assigns.

I. Special Warranty. This Assignment is made with warranty by, through and under Assignor and its predecessor-in-interest, Petro Rio, but not otherwise, with all other property conveyed "AS IS, WHERE IS," with no other warranties whatsoever, express, implied or statutory.

This Assignment is executed this 20th day of January , 2011.

ASSIGNOR:

Rio Chama Oil Company, LLC,
A Texas limited liability company

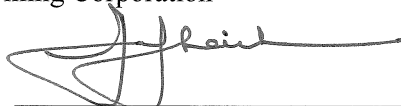
By:



DeWitt D. Smith
Manager

ASSIGNEE:

Wind River Hydrocarbons, Inc.,
A Wyoming Corporation

By: 

John S. Steinhauser

President

ACKNOWLEDGEMENT

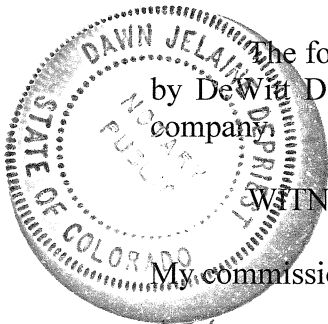
STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

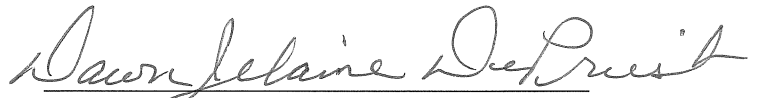
The foregoing instrument was acknowledged before me this 20th day of January, 2011, by Dewitt D. Smith, as Manager of Rio Chama Oil Company, LLC, a Texas limited liability company.

WITNESS my hand and official seal.

My commission expires:

February 22, 2011




Notary Public

ACKNOWLEDGEMENT

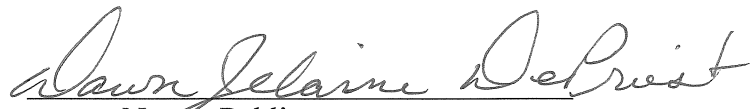
STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 20th day of January, 2011, by John S. Steinhauser, as President of wind river Hydrocarbons, Inc., a Wyoming corporation.

WITNESS my hand and official seal.

My commission expires:

February 22, 2011


Notary Public

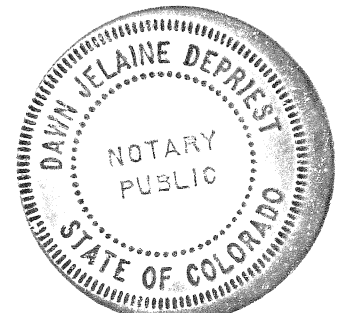


EXHIBIT "A"

WAIVER AND INDEMNIFICATION AGREEMENT

This agreement is entered into between the Board of Trustees of the Tierra Amarilla Land Grant, a New Mexico land grant association (the "Board"), whose address is P.O. Box 217, Tierra Amarilla, New Mexico 87575, and Petro Rio Oil & Gas Properties, LLC ("Rio Petro"), whose address is Suite 260, 1630-A 30th Street, Boulder, Colorado 80301.

WHEREAS: (1) The Tierra Amarilla Land Grant, located in Rio Arriba County, State of New Mexico, and Archuleta County, State of Colorado, covers the land described in that certain Patent from the United States of America to Francisco Martinez, present claimant, heirs of Manuel Martinez, original grantee, dated February 21, 1881, recorded in Book 15-A, page 102 of the Records of Rio Arriba County, New Mexico, and containing 594,515.55 (five hundred ninety-four thousand five hundred fifteen and fifty-five one-hundredths acres) acres, more or less;

(2) Petro Rio is in the business of promoting oil and gas development within the Tierra Amarilla Land Grant, and in order to do so desires to obtain a waiver and relinquishment of oil and gas mineral rights on lands within the Tierra Amarilla Land Grant from the Board to facilitate oil and gas leasing and development activity.

NOW THEREFORE: For consideration paid, the adequacy and receipt of which are hereby acknowledged, the Board, for itself and on behalf of the Tierra Amarilla Land Grant and their successors, heirs, and members:

A. Waives and relinquishes any claim to the oil and gas mineral rights in lands within the Tierra Amarilla Land Grant which Rio Petro (i) specifically identifies to the Board in writing, and (ii) pays the Board \$2.50/acre for the lands so identified. Rio Petro may identify and pay the Board for a waiver and relinquishment on one or more parcels, on one or more dates, at Rio Petro's sole discretion. The waiver and indemnification shall be effective on the date that Rio Petro mails payment, by certified mail, to the Board, and no further instrument shall need to be executed by the Board to document the waiver and relinquishment. Any such payment shall be mailed before the end of the term of this agreement in order to be effective.


B. Indemnify and hold harmless (i) Petro Rio and its designees, successors, assigns, grantors, grantees, lessees, agents, contractors, and employees, and (ii) other mineral or royalty interest claimants in the lands covered, from any and all claims, damages, actions, or causes of action which they have or in the future may have against them arising from oil, gas, or mineral leasing, development, and related activities on the lands identified by Rio Petro under paragraph A above.

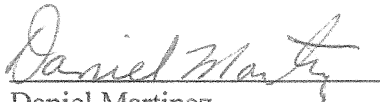
If the Board or Rio Petro changes its address, it shall inform the other party in writing of such address change.

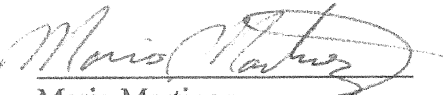
The term of this agreement shall be for three (3) years from the effective date set forth below.

Executed this 15th day of FEB, 2008, but effective the 1st day of July 2008.

Board of Trustees of the Tierra Amarilla Land Grant

By: 
John Dennis Wells
President


By: 
Daniel Martinez
Vice-President

By: 
Mario Martinez
Vice-President

By: _____
David Martinez
Vice-President

By: _____
Leesa D. Sanchez
Secretary-Treasurer

Petro Rio Oil & Gas Properties, LLC

By: 
DeWitt D. Smith
Manager and President

ACKNOWLEDGMENT

COUNTY OF RIO ARRIBA)
) ss.
STATE OF NEW MEXICO)

~~2606~~ The foregoing instrument was acknowledged before me this 15th day of ~~August~~ February, ~~2005~~ by John Dennis Wells, President of the Board of Trustees of the Tierra Amarilla Land Grant, a New Mexico land grant association, on behalf of the association.

My Commission Expires: 09.07.08

[Signature]
Notary Public

ACKNOWLEDGMENT

COUNTY OF RIO ARRIBA)
) ss.
STATE OF NEW MEXICO)

The foregoing instrument was acknowledged before me this 27th day of February, 2008 by Daniel Martinez, Vice-President of the Board of Trustees of the Tierra Amarilla Land Grant, a New Mexico land grant association, on behalf of the association. Daniel Martinez

My Commission Expires: 11.22.10

[Signature]
Notary Public

ACKNOWLEDGMENT

COUNTY OF RIO ARRIBA)
) ss.
STATE OF NEW MEXICO)

The foregoing instrument was acknowledged before me this 27th day of February, 2008 by Mario Martinez, Vice-President of the Board of Trustees of the Tierra Amarilla Land Grant, a New Mexico land grant association, on behalf of the association. Mario R. Martinez

My Commission Expires: 11.22.10

[Signature]
Notary Public

ACKNOWLEDGMENT

COUNTY OF RIO ARRIBA)
) ss.
STATE OF NEW MEXICO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008 by David Martinez, Vice-President of the Board of Trustees of the Tierra Amarilla Land Grant, a New Mexico land grant association, on behalf of the association.

My Commission Expires: _____
Notary Public

ACKNOWLEDGMENT

COUNTY OF RIO ARRIBA)
) ss.
STATE OF NEW MEXICO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008 by Leesa D. Sanchez, Secretary-Treasurer of the Board of Trustees of the Tierra Amarilla Land Grant, a New Mexico land grant association, on behalf of the association.

My Commission Expires: _____
Notary Public

ACKNOWLEDGMENT

COUNTY OF Boulder)
) ss.
STATE OF Colorado)

The foregoing instrument was acknowledged before me this 12th day of March, 2008 by DeWitt D. Smith, Manager and President of Rio Petro Oil & Gas Properties, LLC, a Texas limited liability company, on behalf of the company.

My Commission Expires: 05/16/2011

Notary Public



My Commission Expires 05/16/2011

EXHIBIT "B"

ASSIGNMENT

This assignment is made, executed, and delivered by Petro Rio Oil & Gas Properties, LLC ("Assignor"), to Rio Chama Oil Company, LLC, whose address is Suite 260, 1630-A 30th Street, Boulder, Colorado 80301 ("Assignee").

WHEREFORE: Assignor owns 100% of a Waiver and Indemnification Agreement, dated ~~January~~ ^{February} 15, 2008, by and between the Board of Trustees of the Tierra Amarilla Land Grant, a New Mexico land grant association, and Assignor, which covers the Tierra Amarilla Land Grant, located in Rio Arriba County, State of New Mexico, and Archuleta County, State of Colorado, as described in that certain Patent from the United States of America to Francisco Martinez, present claimant, heirs of Manuel Martinez, original grantee, dated February 21, 1881, recorded in Book 15-A, page 102 of the Records of Rio Arriba County, New Mexico, and containing 594,515.55 (five hundred ninety-four thousand five hundred fifteen and fifty-five one-hundredths acres) acres, more or less (the "Agreement"); and

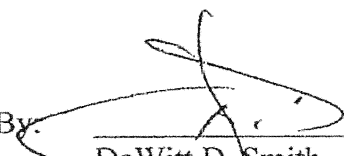
Assignor desires to sell and assign all of its interest in the Agreement to Assignee.

NOW THEREFORE: For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor grants, conveys, sells, and assigns to Assignee all of its right, title, and interest in the Agreement.

The terms, covenants, and conditions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns.


This assignment is executed this 19th day of March, 2008.

Petro Rio Oil & Gas Properties, LLC

By: 

DeWitt D. Smith
Manager and President

Rio Chama Oil Company, LLC

By: 

DeWitt D. Smith
Manager and President

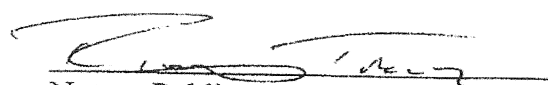
ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

RICHARD TRAVERS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 05/16/2011

The foregoing assignment was acknowledged before me this 19th day of March, 2008, by DeWitt D. Smith, President and Manager of Petro Rio Oil & Gas Properties, LLC, a Texas limited liability company, on behalf of the company.

My Commission Expires: 05/16/2011


Notary Public

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

RICHARD TRAVERS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 05/16/2011

The foregoing assignment was acknowledged before me this 19th day of March, 2008, by DeWitt D. Smith, President and Manager of Rio Chama Oil Company, LLC, a Texas limited liability company, on behalf of the company.

My Commission Expires: 05/16/2011

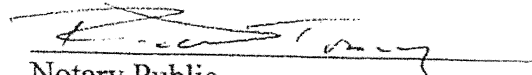

Notary Public

Exhibit C

Tierra Amarilla Grant
Río Arriba County, New Mexico

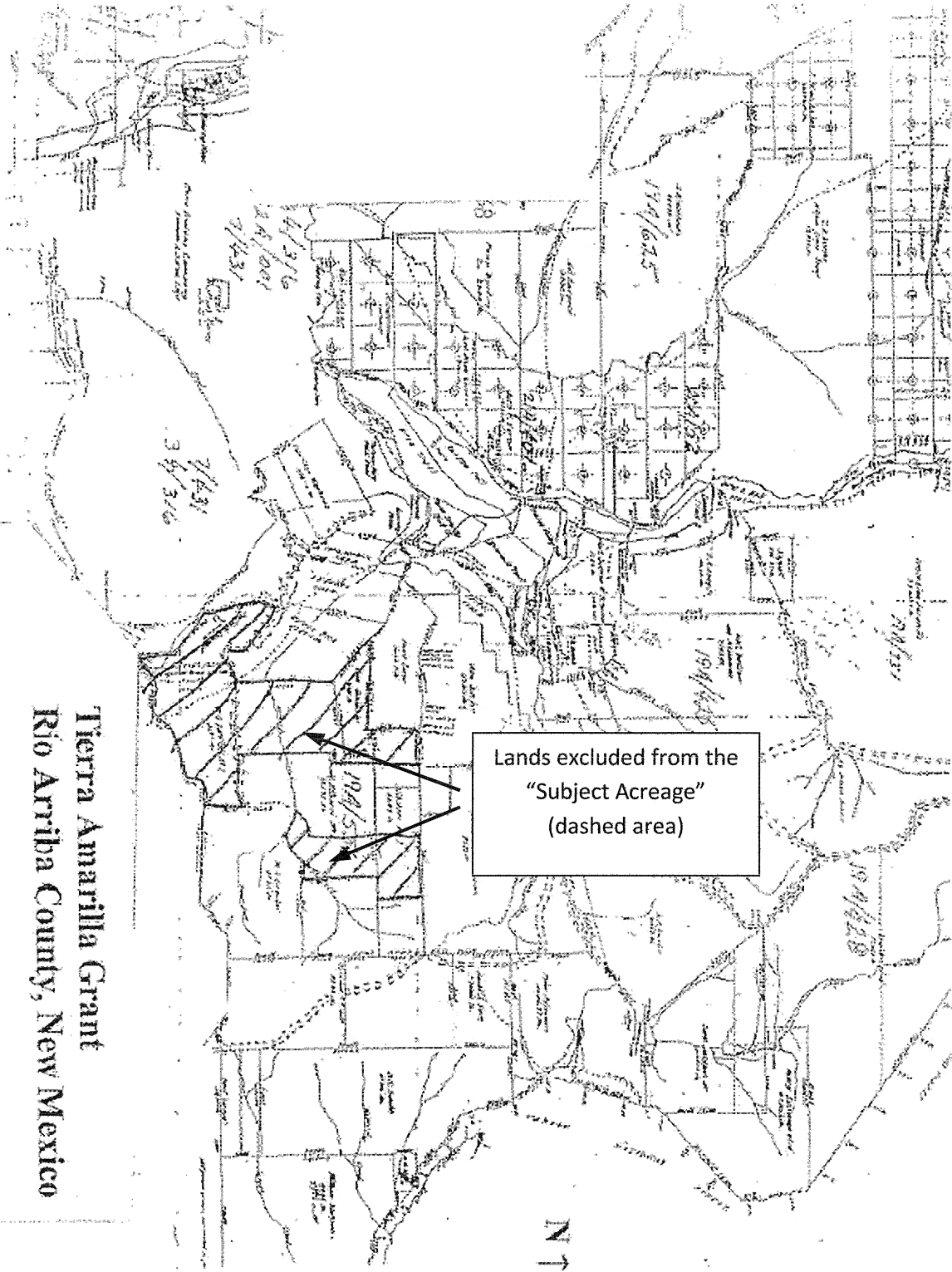
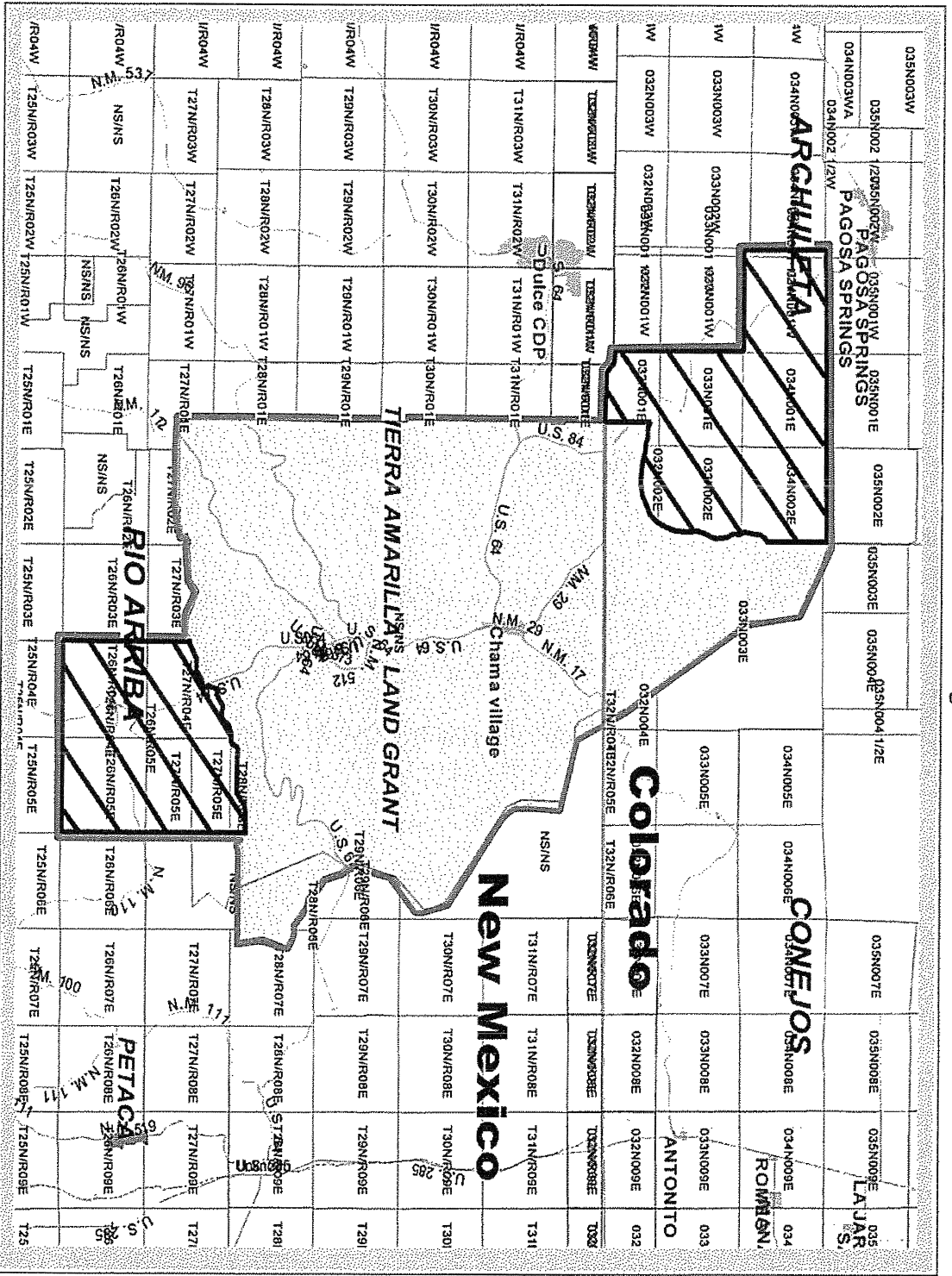


Exhibit D to Assignment



OBLIGATION AREA



EXHIBIT “E”

State of _____)

County of _____)

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

_____, whose address is

 (“Assignor”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, sell, transfer, assign, and convey unto Rio Chama Oil Company, LLC, a Texas limited liability company, whose address is 1630A 30th Street, #260, Boulder, Colorado 80301 (“Assignee”) an undivided 3% of 8/8ths Overriding Royalty Interest in and to all the oil, gas, casinghead gas, and liquid hydrocarbons or other vaporous or gaseous substances produced, saved, and sold from the Lands described in Exhibit “A” (the “Lands”) under and pursuant to the terms of the oil and gas Lease(s) described in Exhibit “A” (the “Lease(s)”).

The revenues attributable to the Overriding Royalty Interest which become due Assignee will be paid to Assignee, its successors or assigns, no later than the revenues attributable to the royalty interest paid to Lessor under the terms of the Lease(s). The Lease(s) are attached hereto and incorporated herein for all purposes.

1. The Overriding Royalty Interest hereby assigned and conveyed to Assignee is subject to the following terms, conditions, warranties and covenants:

- a. The Overriding Royalty Interest shall be free and clear of (i) all liens, security interests, claims, encumbrances, covenants, conditions and restrictions of every kind and (ii) all costs and expenses whatsoever, including but not limited to any deductions for gathering, compressing, treating, transporting, marketing or otherwise making the hydrocarbons marketable, as well as any and all post-production costs, whether or not enumerated in the foregoing save and except gross production taxes or other governmental taxes properly chargeable thereto.
- b. Except as otherwise provided in this Assignment, the Overriding Royalty Interest is subject to the terms and provisions of the Lease(s), any assignments of the Lease(s), and any amendments, corrections, additions, modifications, extensions and renewals of the Lease(s) or any of the assignment of the Lease(s) previously made or made after the execution of this Assignment. Assignee expressly consents to the future execution of amendments, corrections, additions, modifications, extensions or renewals of the Lease(s) which may be without the consent or joinder of Assignee.
- c. Assignor agrees to hold Assignee harmless and defend Assignee from any indebtedness or claim whatsoever incurred in connection with or growing out of the drilling, equipping, or operating of any well or wells which may be drilled on any of the lands described in the Lease(s).

- d. Assignor and Assignee agree that this Assignment applies not only to the Lease(s) but also to all future Lease(s), extensions, or renewal of Lease(s) covering all or any part of the Lands which Assignor, their heirs, executors, administrator, successors and assigns may have or come to have in the future. If the Lease(s) or any of them are renewed or extended at any time during the continuance of the Lease(s) or within two (2) years following the expiration of the Lease(s) or the primary term of the Lease(s) is extended by the action of Assignor or Assignor's successors, assigns and/or legal representatives, the Overriding Royalty Interest shall remain a burden against the Lease(s), as renewed or extended.
- e. If at any time the Lease(s) cover less than the entire fee simple mineral estate in the Lands or if Assignor owns less than 100% interest under the Lease(s), the Overriding Royalty shall be proportionally reduced.
- f. The Overriding Royalty Interest herein conveyed is subject to the right and power of Assignor, insofar as said Overriding Royalty Interest may be affected thereby, to pool or combine the Lands and the Lease(s), or any portion thereof, as to oil and gas, or either of them, with other lands or Lease(s) in the immediate vicinity thereof to the extent and on the same terms and conditions as provided in the Lease(s) respectively. In lieu of the Overriding Royalty Interest hereby created, upon such pooling, Assignees shall receive on pooled production only such portion of the Overriding Royalty Interest hereby created as the amount of the acreage covered by the Lease(s) and included in the pooled unit, bears to the total acreage so pooled in a particular unit involved.
- g. No change in ownership of the Overriding Royalty Interest or right to receive the revenues attributable to the Overriding Royalty Interest created hereby or any part thereof, however accomplished, shall operate to enlarge the obligation or diminish the rights of Assignor, and notwithstanding any other notice thereof, no change in ownership shall be binding upon Assignor for any purpose, until thirty (30) days after receipt by Assignor of the duly recorded instruments or certified copies thereof or other legally authenticated written evidence constituting the chain of title of such changes.
- h. The terms and provisions of this Assignment shall inure to the benefit of Assignor and Assignee and their respective legal representatives, successors and assigns.

This Overriding Royalty Assignment is executed this _____ day of _____, 20____.

ASSIGNOR:

A _____

By: _____

EXHIBIT "F"

DEED OF PERPETUAL NONPARTICIPATING ROYALTY INTEREST

STATE: _____
COUNTY: _____
GRANTOR: _____
GRANTOR'S ADDRESS: _____
GRANTEE: RIO CHAMA OIL COMPANY, LLC
GRANTEE'S ADDRESS: 1630A 30th Street, #260, Boulder, Colorado 80301
DATE EXECUTED: _____, 20____
EFFECTIVE DATE: _____, 20____

Grantor, named above, owns a mineral or royalty interest in the lands described below. For adequate consideration, Grantor sells, conveys and transfers to Grantee, named above, a three percent of 8/8ths interest in the royalty (the "Royalty") applicable to oil, gas and all hydrocarbons and other substances produced in association with oil or gas (collectively, "Oil and Gas") in, under and that may be produced from or attributable to the following lands situated in the state and county named above (the "Lands"):

(DESCRIPTION)

This transfer of Royalty from Grantor to Grantee is perpetual. The Royalty conveyed by this Deed is subject to the terms and provisions of any present or future oil and gas lease(s) covering the Lands; save and except:

1. As to future oil and gas leases the Lessee named therein its successors and assigns shall have no right to voluntarily pool or unitize the Royalty without the Grantee's advance written consent; and
2. The Royalty shall be free and clear of all costs and expenses whatsoever, including but not limited to any deductions for exploring by any means, or drilling, testing, completing, equipping, or operating all wells or facilities, or gathering, compressing, treating,

transporting, marketing or otherwise making Oil and Gas marketable, as well as any and all post-production costs, whether or not enumerated in the foregoing, save and except gross production taxes or other governmental taxes properly chargeable thereto.

The Royalty is a nonparticipating royalty in that Grantee shall not own any right, title interest or claim in the leasing or executive rights, bonus or delay rentals in the Lands, all of which are reserved by Grantor.

The Royalty shall be proportionately reduced to the extent that Grantor owns less than 100% of the mineral fee or royalty as to Oil and Gas applicable to the Lands.

Grantor warrants that the Royalty herein conveyed is free and clear of any liens or encumbrances created by, through or under Grantor, save and except only any valid and subsisting oil and gas lease (s) covering the Lands now appearing of record in the county where the Lands are located.

Executed on the Date Executed as indicated above, to be effective as of the Effective Date indicated above.

GRANTOR

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20____,
by _____.

Notary Public