

**ASSIGNMENT OF OIL AND GAS LEASE
TEXAS FORM-OVERRIDING ROYALTY INTEREST**

KNOW ALL MEN BY THESE PRESENTS:

That

_____ ,
hereinafter called Assignor, for and in consideration of the sum of One Dollar (\$1.00) the receipt of which is hereby acknowledged, does hereby assign, transfer, sell and convey

unto _____ hereinafter called Assignee,

_____ ,
interest in and to the Oil and Gas Lease dated _____ day of _____, 20____,

executed by

_____, as
Lessor to

_____, as Lessee, said Lease being recorded in
Book _____, Page _____, in so far as said Lease covers the following described land

in _____ County, State of Texas:

together with all rights incident thereto, the personal property thereon, appurtenant thereto, or used or obtained in connection therewith. For the same consideration, the Assignor covenants with the Assignee, its heirs, successors, legal representatives or assigns that the Assignor is the lawful owner of and has good title to the interest herein assigned in and to said Lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims that said Lease is a valid and subsisting Lease

on the lands above described and that all rentals and royalties due there under have been paid and all conditions necessary to keep said Lease in full force and effect have been duly performed, and that the Assignor will warrant and forever defend same against all persons whomsoever, lawfully claiming or to claim said interest.

The Assignor herein reserves unto itself, its heirs, successors or assigns, and excepts from this assignment an overriding royalty interest of an undivided _____ of all oil, gas or other hydrocarbons produced, saved and sold from the above described lands under the terms of said Oil and Gas Lease, if, as and when produced, saved and sold, but not otherwise. Such over-riding royalty interest shall be free of all development, production, marketing and operation expenses and charges of any other nature; however, said interest shall bear and pay currently its share of gross production and/or pipe line taxes. It is agreed that the reservation and exception herein made imposes upon Assignee herein, its heirs, successors and assigns, no duty or obligation to develop or

operate the leased premises for oil, gas or other hydrocarbons not imposed by the provisions of said Lease. If the interest herein assigned is less than the full and undivided leasehold estate in and to the lands herein above described then the overriding royalty interest herein reserved and excepted shall be reduced proportionately to correspond with the leasehold interest actually assigned hereby.

EXECUTED this _____ day of _____,
20_____.

(Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____ 20_____

by _____

My commission expires:

Notary Public, State of Texas
Notary's printed name: