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all parties whomsoever claiming or to claim the same, or any part thereof, by, through or under Assignor, but not otherwise; but with full substitution and subrogation of Assignee in and to all covenants of warranty by others heretofore or concurrently given or made with respect to the property interests herein assigned and conveyed or any part thereof or interest therein.

So long as Assignor is authorized by applicable laws, to so do, Assignor agrees that it will execute, acknowledge and deliver such other and additional assurances and instruments, transfer orders, division orders, directives, authorizations and agreements as shall be necessary or proper to carry out the intent of this Conveyance of Production Payment and to assign and convey unto Assignee the rights, properties and interests conveyed and assigned by this Conveyance of Production Payment or intended to be so assigned and conveyed hereby.

Assignor shall not be personally liable for the discharge of the PPI, and Assignee shall look exclusively to the Hydrocarbons attributable thereto under the terms and provisions of the Conveyance and Reservation for the full and complete discharge thereof.

Nothing herein contained shall in any manner limit or restrict the right of Assignee to sell, assign, convey, transfer, deliver, mortgage, pledge or encumber, in whole or in part, its interest in the PPI and its rights, titles, interests, estates, remedies, powers and privileges appurtenant or incident to the PPI under the terms and provisions of the Conveyance and Reservation.

As between Assignor and Assignee, Assignee assumes and shall pay all unpaid ad valorem taxes levied and assessed against, measured by, or imposed with respect to the PPI herein and hereby conveyed or the Hydrocarbons produced therefrom.

Nothing herein or in any approval hereof shall be construed as affecting any of the relations between the United States and its lessees, particularly in matters of gas waste, taking royalty in kind, and the method of computing royalties as based on a minimum valuation and in accordance with the terms and provisions of the oil and gas operating regulations applicable to the lands covered hereby.

All of the terms, provisions, covenants and agreements herein contained shall extend to and be binding upon the Assignor and Assignee, and their respective successors and assigns. The burden of all covenants, obligations, agreements and the undertakings herein made or undertaken by Assignee shall run with the ownership of the PPI.

This Conveyance of Production Payment shall be effective as of November 1, 1962, at the hour of 7 o'clock A. M. (as established in each of the localities in which each of the Properties described in Schedule 1 and Schedule 2 are located) for all purposes.

This Conveyance of Production Payment has been executed in numerous counterparts, all of which are identical except that, to facilitate recordation, in certain counterparts portions of Schedule 1 and Schedule 2 which contain specific descriptions of properties situated in parishes, recording districts, counties or states other than the parish, recording district or county and state in which the particular counterpart is to be recorded are included by reference only. Counterparts including the entire Schedule 1 and the entire Schedule 2 are being recorded in Navajo County, Arizona, Rio Blanco County, Colorado, Acadia Parish, Louisiana, Winston County, Mississippi, Glacier County, Montana, San Juan County, New Mexico, Kingfisher County, Oklahoma, Andrews County, Texas, San Juan County, Utah, Sweetwater County, Wyoming, and Anchorage Recording District, Alaska. Each counterpart shall be deemed to be an original and all counterparts shall together constitute and be one and the same instrument.