

ments, unitization agreements, and other similar agreements entered into in the ordinary course of business and affecting any of the rights, benefits, properties and interests described in Exhibit "A", whether or not the same are set forth in Exhibit "A".

By acceptance hereof Grantee hereby assumes and agrees to keep, perform, fulfill and discharge all of Grantor's obligations, covenants, agreements and undertakings accruing or to be performed on or after January 1, 1963, and arising under or out of such rights, benefits, properties and interests described in Exhibit "A" and the matters to which the same are stated to be subject in Exhibit "A", and gas sales contracts, joint operating agreements, farmout agreements and unitization agreements entered into subsequent to April 1, 1962, provided, however, no vendor's lien shall be implied in favor of Grantor because of such assumption.

Reference is here made to each of the instruments described or referred to in Exhibit "A", and, if recorded, to the respective record thereof, for all purposes. The recitations in the specific descriptions of properties in Exhibit "A" that certain of the properties are subject to specifically described agreements or other encumbrances shall not operate to subject any such property to any such agreement or encumbrance except to the extent that the same is valid and presently subsisting with respect to such property; nor shall the reference to any such agreement or encumbrance be deemed to constitute a recognition by the parties that any such agreement or encumbrance is valid except to the extent that same is presently in force and effect.

TO HAVE AND TO HOLD all and singular the interests hereby conveyed, assigned or transferred or intended to be conveyed, assigned or transferred unto Grantee, its successors and assigns, forever.

Grantor hereby covenants and agrees to and with Grantee, its successors and assigns, so long as Grantor is authorized by applicable law