

described in *Exhibit A* and *Exhibit B* attached hereto and hereby made a part of both Part I and Part II hereof (hereinafter called "Exhibit A" and "Exhibit B", respectively); *subject, however,* to the restrictions, exceptions, reservations, conditions, limitations, interests and other matters, if any, set forth or referred to in the specific descriptions of said properties and interests in *Exhibit A* and *Exhibit B*;

B. All of the Grantor's right, title and interest in, to and under, or derived from, all of the presently existing pooling, unitization and communitization agreements and the units created thereby (including without limitation all units formed under orders, regulations, rules or other official acts of any Federal or State governmental body or agency having jurisdiction), which are described or referred to in *Exhibit A* and *Exhibit B* or which relate to any of the properties and interests specifically described or referred to in *Exhibit A* and *Exhibit B* or to the production of oil, gas and other hydrocarbons (all oil, gas and other hydrocarbons being herein collectively called "Hydrocarbons") from or attributable to said properties and interests;

C. All of the Grantor's right, title and interest in, to and under, or derived from, all of the presently existing operating agreements, oil and gas sales, purchase, exchange and processing contracts and agreements, and all other contracts, agreements and instruments, which are described or referred to in *Exhibit A* and *Exhibit B* or which relate to any of the properties and interests specifically described or referred to in *Exhibit A* and *Exhibit B* (or properties unitized therewith) or to the production of Hydrocarbons from or attributable to said properties and interests; and

D. Without limiting the foregoing, all of the Grantor's right, title and interest (whether now owned or hereafter acquired by operation of law or otherwise) in, to and under, or derived from, all oil and gas leases, oil, gas and mineral leases and interests therein (other than royalties, overriding royalties, production payments and interests therein), covering the lands specifically described or referred to in *Exhibit A* and *Exhibit B*, even though the Grantor's interests in said lands be incorrectly described or referred to in, or a description of such interests be omitted from, *Exhibit A* and *Exhibit B*.

All of the above described properties, interests and rights are herein collectively called the "Subject Interests". Each individual

interest separately numbered and described or referred to in *Exhibit A* and *Exhibit B* is herein called a "Subject Interest". The term "Subject Interests", shall include also (i) said properties, interests and rights as the same shall be constituted from time to time after the execution and delivery of this Conveyance, and as enlarged by the discharge of any payments out of production or by the removal of any charges or encumbrances to which any of said properties, interests or rights are subject, or otherwise, (ii) any and all renewals and extensions of any of said properties, interests or rights, (iii) all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described above in *Subsections B* and *C* of this Section in so far as the same relate to any Subject Interest, and (iv) all rights, titles and interests accruing or attributable to any Subject Interest by virtue of its being included in any unit. For the purposes hereof, a new oil and gas lease or oil, gas and mineral lease acquired by the Grantee prior to or within 120 days after the termination or expiration of any oil and gas lease or oil, gas and mineral lease described or referred to in *Exhibit A* or *Exhibit B* and which covers all or any part of the properties covered by such terminated or expired lease shall, to the extent it covers such properties, be considered a renewal and extension of such terminated or expired lease. The Subject Interests described or referred to in *Exhibit A* are hereinafter collectively called the "*Exhibit A Subject Interests*", and the Subject Interests described or referred to in *Exhibit B* are hereinafter collectively called the "*Exhibit B Subject Interests*".

Expressly Excepting from this Conveyance and reserving and retaining unto the Grantor, as a

Production Payment

THE APPLICABLE UNDIVIDED PERCENTAGES specified opposite the heading "Initial Production Payment Percentages" or otherwise specified in *Exhibit A* and *Exhibit B* or specified in *Subsection I* of *Section 1.2* (herein called the "Initial Production Payment Percentages"), as such