

The Grantor, for itself, its successors and assigns, does hereby represent and warrant that it has good right, full power and lawful authority, to grant, bargain, sell, transfer, assign and convey the production payment herein conveyed in the manner and form hereby done or intended; that such production payment is free and clear of all liens, encumbrances and adverse claims; that the leases and leasehold interests as described in Exhibit A are valid and existing; that all rents and royalties due and payable under said leases have been duly paid and all conditions necessary to keep said leases in full force and effect have been duly performed; that the Grantor is the lawful owner and has good title to such interests hereby conveyed, free and clear of all liens, encumbrances and adverse claims, except as specifically mentioned in Exhibit A; that the Grantor will warrant and forever defend the title to such interests hereby conveyed unto the Grantee against the claims of all persons whomsoever claiming or to claim the same or any part thereof; that the Grantor will on request of the Grantee promptly correct any defect, error or omission which may be discovered in the contents of this instrument or in the execution or acknowledgment thereof, and will execute and deliver such further instruments and do such further acts as may be necessary or as may be reasonably requested by the Grantee to carry out more effectively the purpose of this instrument and to subject hereto the interests hereby covered or intended to be covered.