

to the Grantee an instrument, in the form attached hereto as Exhibit B, duly executed in recordable form, which shall specifically subject such properties and/or operating rights to this conveyance with the same force and effect as if same were included in Exhibit A attached hereto.

Prior to commencement of production of oil and/or gas from any property or operating right presently owned by the Grantor within the continental limits of the United States of America (excepting the counties of Jefferson and Chambers in the State of Texas and the parishes of St. James, Vermilion, Lafayette, Jefferson Davis and Calcasieu in the State of Louisiana), including any non-producing portion and/or formation of any producing property, the Grantor shall have the right, without restriction or approval by the Grantee, to sell, transfer, assign or convey all or any part of such non-producing property or operating right, provided that, as to any such non-producing portion of any producing property sold, transferred, assigned or conveyed by the Grantor pursuant to this paragraph, the Grantor hereby agrees that it will not make any such sale, transfer, assignment or conveyance which will have a materially adverse effect on the rate of production or potential rate of production of any oil or gas well situated on the properties subject to this conveyance (including the potential rate of production of any shut-in gas well) which is capable of producing at the time of such sale, transfer, assignment or conveyance, and provided further that, in