

1.2. The properties and interests referred to in 1.1.(a), (b), (c), (d) and (e) above will hereinafter be referred to as the "Subject Interests." The term "Subject Interest" when used with reference to any particular one of the Subject Interests shall mean and include:

(a) Such Subject Interest as the same may be enlarged or diminished by the provisions of any contract, agreement or other instrument described in Exhibits "A" and "B" or by the removal of any charges or encumbrances to which said Subject Interest is subject;

(b) Any and all renewals and extensions of such Subject Interest;

(c) All contracts and agreements described in subdivisions 1.1.(b) and (c) above, insofar as the same relate to such Subject Interest; and

(d) All rights, titles and interests accruing or attributable to such Subject Interest by virtue of its being included in any unit.

TO HAVE AND TO HOLD the Subject Interests unto Assignee, its successors and assigns, forever.

2. Assignments on Approved Forms. With respect to oil and gas leases which, or interests in which, are included in the Subject Interests from the United States of America, separate assignments on approved forms shall be executed by Assignor to Assignee in sufficient counterparts to fulfill applicable statutory and regulatory requirements and said assignments, although unqualified in form and not specifically containing all of the terms and provisions hereof, shall nevertheless be deemed to contain all of the terms, provisions, warranties, remedies, powers and privileges set forth in this Conveyance as fully to all intents and purposes as though the same were set forth at length in such separate assignments.

3. Further Assurances. Assignor shall execute and deliver all such other instruments, notices, division or transfer orders, releases, acquittances, and documents and will do all such other acts and things as may be necessary more fully to assure Assignee, its successors and assigns, all of the respective rights, titles, interests, estates, remedies, powers, and privileges herein and hereby granted, bargained, sold, conveyed, assigned and delivered or intended so to be.

4. Warranty of Title. Assignor hereby binds itself to warrant and forever defend title to all and singular the Subject Interests unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or who may claim the same or any part thereof, by, through or under Leonard Latch, d/b/a Latch Operations, or Assignor, with "Special Warranty Covenants," as