

(iii) all other contracts, agreements and instruments,

which are related to any of the properties and interests specifically described in Exhibits "A" and "B" (or properties unitized, communitized or pooled therewith) or to the production of oil, gas and other hydrocarbon substances from or attributable to said interests;

(c) Without limiting the foregoing, but subject in each case to the depth limitations specified in Exhibits "A" and "B," all of Assignor's right, title and interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to the lands specifically described in Exhibits "A" and "B" and in, to and under, or derived from, all interests in oil and gas leases, the leasehold, overriding royalty interests, the operating rights, and other interests of whatsoever character, insofar as the same cover and relate to said lands, and to any interest of any nature owned by Assignor in Eddy County, New Mexico, even though Assignor's interest in any specific portion of said lands, and said interests in oil and gas leases, leasehold, overriding royalty interests, operating rights, and other interests be incorrectly described or referred to in or a description of such interests be omitted from, Exhibits "A" and "B;"

(d) For the further purpose of conveying to Assignee all interests of Assignor in Eddy County, New Mexico, Assignor, for valuable consideration in hand paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver unto Assignee, and unto Assignee's successors and assigns, all oil and gas leasehold estates, rights and interests in oil and gas leases, all oil, gas and other minerals, all mineral rights and interests, all royalties, overriding royalties, production payments, carried and net profits interests, and all other interests payable out of or on account of oil, gas and other hydrocarbons, owned or claimed by Assignor, vested or contingent, in Eddy County, New Mexico, wherever situated, together with all personal property located upon or used or obtained for the production of oil, gas or other hydrocarbon substances therefrom; excepting and reserving unto Assignor, and Assignor's heirs, successors and assigns, the tract of land described in Exhibit "C" attached hereto and made a part hereof, together with all personal property located upon the tract of land described in Exhibit "C;"

(e) All oil and liquid hydrocarbons in storage at 7:00 a.m. on November 7, 1983, or in the event of sale thereof since such time, the proceeds therefrom, all personal property, choses in action, improvements, easements, permits, licenses, servitudes, and rights-of-way situated upon or used or useful or held for future use in connection with the exploration, development or operation of the interests described in Exhibits "A" and "B" or the production, treating, storing, or transportation of oil, gas and other hydrocarbon substances, including, but not by way of limitation, wells, casing, tubing, derricks, pumps, flow lines, gas lines, water lines, salt water disposal facilities, tanks, separators, buildings, machinery, equipment, roads and other appurtenances situated on the interests described in Exhibit "A" or lands unitized or communitized therewith or which are used in connection with hydrocarbon operations on the interests described in 1.1.(a), (b), (c) and (d) above, or lands unitized therewith.