

pipe line corporation as set forth herein is not agreeing to do anything in addition to what it has already bound itself to do under its agreement with F. F. Hintze, dated April 20, 1951, as amended.

22. It is hereby agreed by and between the Parties hereto that the overriding royalties and gas production payments granted by Second Party to Hintze by an Agreement dated April 20, 1951 and confirmed herein, shall cease and terminate as to any lease or leases described in Exhibit "A" or any interest therein which Second Party assigns to First Parties in accordance with the terms of this agreement. Hintze agrees as to any lease or leases described in Exhibit "A" which Second Party assigns its interest in to First Parties because of an obligation to reassign, default on the part of Second Party, or otherwise, neither First Parties or Second Party shall be under any obligation or liability to Hintze on account of overriding royalties, gas production payments or for any other reason with respect to such lease or leases.

23. Hintze acknowledges that his only interest in this agreement arises from his right to receive overriding royalties, gas production payments and other rights as set forth herein and as such a party in interest Hintze hereby approves and consents to all the terms and conditions of this agreement.

24. All the provisions of this Agreement are hereby expressly made subject to all applicable Federal or State laws, orders, rules, and regulations and in the event this Agreement or any provision thereof is found to be inconsistent with or contrary to any law, order, rule or regulation, the latter shall be deemed to control and this Agreement shall be regarded as modified accordingly and as so modified shall continue in full force and effect.

25. This Agreement shall completely supersede the