

into by Northern. In the event that said lands, or any part thereof or any sands or horizons thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the lands covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the overriding royalty payments to be made to the Assignee under the provisions hereof, be regarded as having been produced from the particular tract of land, and the overriding royalty payments to be made hereunder shall be based only upon the production so allocated, regardless of the actual location of the lands from which produced, and no other.

H. It is understood and agreed that Northern does not warrant its title to the leases described above nor to the lands covered thereby and described herein and that the overriding royalty above provided for is to be paid by Northern only upon oil, gas and casinghead gas produced saved and marketed from (or as provided in Paragraph G hereof, allocated to) said lands under the leases or leases described above as hereinbefore provided and that in the event the full leasehold estate in and to the oil and gas in said lands, subject only to the royalties, to be paid under the terms of said leases, has not been vested in Northern, the overriding royalty to be paid as provided for herein by Northern, shall be reduced in proportion to the leasehold interest so outstanding or by the amount of any overriding royalty burdens, as the case may be.

I. It is understood and agreed that notwithstanding the grant of the overriding royalty made hereby, Northern shall have the exclusive right to develop and operate all of the lands described above and every part thereof, to such extent and in such manner as