

lands or any part thereof shall remain subject to any such unit plan, then as to such lands the overriding royalty therein reserved to Assignor shall be payable only in respect to and shall be based and computed upon the share of the net oil, gas and other hydrocarbon substances allocated to said lands under such unit plan whether produced from said lands or from other lands subject to such plan.

3. Payment of any overriding royalty accruing to Assignor hereunder on account of production of said substances during any calendar month shall be made on or before the last day of the next succeeding month. Shell may make any such payment to Assignor by depositing the same to the credit of Assignor in the CONTINENTAL NAT'L BANK & TRUST Co., 200 So. Main St. of SALT LAKE CITY, UTAH, which bank is hereby constituted the agent of Assignor for the purpose of payments hereunder, and shall continue as such depository and agent on behalf of Assignor and Assignor's successors in interest; provided that the owners of fifty-one per cent (51%) or more of all payments receivable hereunder as shown by the records of said bank may at any time on thirty (30) days' prior written notice to Shell designate another bank in the State of UTAH as depository and agent, provided always that such bank shall act for all those entitled to receive payments hereunder and in accordance herewith. Shell shall not under any circumstances be required to split payments hereunder as between Assignor and/or any assignee or successor of Assignor, but such bank or its successor, notwithstanding any such assignments, shall continue authorized to receive all payments hereunder, give acquittance therefor, or otherwise act for Assignor and/or Assignor's assignees in regard to such payments and any payment or tender by Shell to said bank or its successor shall be sufficient for the purposes hereof.