If the lands above described or any part thereof are incorporated in a Co-Operative or Unit Plan or similar agreement, as aforesaid, Second Party shall take into consideration any and all production allocated to the different portions of the lands covered thereby, as provided therein, without regard to the lands from which said production is actually obtained, and the production so allocated to all or any part of the tracts of land embraced in said oil and gas lease under said Co-Operative or Unit Plan or similar agreement shall, for the purpose of calculating said overriding royalties to be paid, control and be binding and conclusive upon the parties hereto as to the amount of production from said lands and be regarded as having been produced from the particular land to which it is so allocated and not from and other tract of land, and the royalty payments to be made as hereinabove provided, subject to the provisions of Section "THIRTEENTH" hereof, shall be based and paid only on such production as is so allocated to the lands covered hereby.

THIRTEENTH: In computing the amount of any overriding royalty payable hereunder, Second Party shall have the right to deduct from the value of the oil, gas, casinghead gas and other minerals or the proceeds thereof on which such overriding royalty is computed, as aforesaid, the full proportionate amount of any taxes required to be paid or which may be levied or assessed thereon, or on the value thereof, or for or on account of the production, severance, sale, or proceeds thereof, or any part thereof.

FOURTEENTH: No change in the ownership of said overriding royalty or any interest therein shall be binding upon Second Party, unless and until Second Party shall be furnished with the original or a certified copy of the recorded instrument evidencing such change of ownership together with such other legal evidence as may be required by Second Party.

FIFTEENTH: As between the parties hereto the full control and discretion as to the location and drilling of wells, the extent and manner of operating and developing said lands as to each and every part thereof for oil and gas purposes and all production and operation practices and all decisions with respect thereto, shall, at all times be vested in Second Party subject only to the exercise of good faith, and nothing herein contained shall be deemed, as between the parties hereto, to obligate Second Party to drill for, produce, save or sell oil, gas, casinghead gas or any other mineral as to any given amount from any of said lands or to continue the production thereof for the benefit of First Party.

SIXTEENTH: Subject to the surrender provisions as hereinabove contained, this agreement as to such lands included in any exercise of option as herein provided shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, administrators, executors, successors and assigns for and during the full term of said oil and gas lease and during the term of any and all preferential renewals, or extensions thereof or during the term of any lease issued in lieu thereof or in exchange therefor.

SEVENTEENTH: The obligation to pay First Party an overriding royalty depends upon and is subject to the fee title in and to the lands involved being in the United States, and not subject to any preference right claim initiated prior to the application for the lease referred to, and is subject to the unqualified right of the United States to execute and deliver an oil and gas lease upon the lands, but if for any reason the title of the United States fails, or if prior claims or rights be asserted, then and in either such event, there shall be no obligation except as hereinafter provided, upon Second Party to pay or account to First Party for the overriding royalty provided for hereinabove or any other amount or interest in and to the oil, gas, casinghead gas and other minerals produced from said land.

It is agreed that, without, in any wise, limiting the effect of the preceding part of this Section "SEVENTEENTH", Second Party may, as to the lands affected by any alleged prior claim or right, withhold the payment of said overriding royalty or any part thereof until the final determination of the validity of such prior claims or rights and likewise Second Party may, at any time, and as to any lands, withhold the payment of said overriding royalty, or any part thereof, when Second Party, in its sole discretion, may determine that there exists, or may exist as to such lands or royalty, any purported claims or clouds, of any kind, on the title to said lands, lease, or overriding royalty, and that such claims or clouds should be barred or removed by an action or actions filed and prosecuted in any court, department or tribunal having jurisdiction thereof; and Second Party may institute, maintain or cause to be instituted and maintained either in its own name or in the name of First Party (or either of them), or in the joint name of First and Second Party, any action in such court, department or tribunal, having for its purpose the barring or removal of such claims or clouds of title, and during the time when such action or actions shall be maintained, and until final determination thereof, Second Party may withhold the payment of said overriding royalty or any part thereof. Second Party shall not incur any liability to First Party by reason of withholding any royalty or other payment, by instituting or maintaining any such action or by reason of the outcome of such action or by reason of anything connected therewith.

EIGHTEENTH: The consideration for the execution hereof is based upon the understanding that the fee title in and to the lands involved is in the United States, and they are not subject to any preference right claim initiated prior to the application for the lease referred to, and is subject to the unqualified right of the United States to execute and deliver an oil and gas lease upon the lands, but if for any reason the title of the United States fails, or if prior claims or rights be asserted, or if the applicant is not qualified to hold said lands, then and in either such event, the First Party agrees to reimburse the Second Party the consideration paid for all or that portion of the lands in which he has no right or interest.

IN WITNESS WHEREOF, this agreement has been executed the day and year first above written.

Witness:

	Regal Barrington
	S J Barrington
	First Party
A. M. Walker	Arthur O B Belyea
	Second Party