

have theretofore accrued upon royalties, or under the provisions of Paragraph 11 hereof, and/or for the completion of operations then in progress, and/or proper abandonment of wells theretofore drilled. As to any lands subject to and committed to the Unit Plan, any tender of assignment as to such lands from Western to Pfaff-Quealy shall include all of Western's lands and holdings within said unit area, and Pfaff-Quealy shall have the right to be substituted as Unit Operator. Within sixty (60) days from the tender of such assignment by Western to Pfaff-Quealy, Pfaff-Quealy shall at its election either qualify to accept and shall accept such assignment, or shall surrender its interest in the lands contained in such tendered assignment so as to enable Western to surrender such lands to the parties entitled thereto.

Western agrees that it will not surrender nor relinquish to the United States the land covered by this agreement or the oil or gas deposits covered by this agreement, or any part thereof, nor surrender nor relinquish its interest in the lease or agreement above set out insofar as such surrender may affect the rights granted in this agreement as to any of the lands above described, without first tendering to Pfaff-Quealy the assignment above provided for.

14. UNITIZATION:

Western agrees to execute any and all instruments necessary or proper to unitize said oil and gas lease under any unit plan approved by the Secretary of the Interior insofar as such unit plan affects the "Deep Zones".

15. NO IMPLIED COVENANTS:

No implied covenants shall be read into this agreement requiring Pfaff-Quealy to drill or to continue drilling upon the lands covered by this agreement or fixing