

then the production therefrom which is allocated to any particular tract of the above described land shall, for the purpose of calculating payments to be made to Assignors hereunder, be regarded as having been produced from the particular tract of land to which it is so allocated and not from any other tract of land, and the payments to be made as herein provided shall be based upon the production only as so allocated.

No change in the ownership of all or any part of the interest herein granted shall be binding upon Assignee unless and until Assignee shall be furnished with the original or an acceptable certified copy of the instrument or instruments evidencing such change of ownership. In the event of a dispute at any time concerning the ownership of any portion of said interest, Assignee may withhold payment of such overriding royalty, without interest, until such dispute is settled.

If at any time there shall be more than six (6) parties entitled to receive said overriding royalty, then Assignee shall have the right to withhold, without obligation to pay interest thereon, all of said payments unless and until all of the parties entitled thereto shall designate, in writing, in a recordable instrument to be delivered to Assignee, a trustee to receive all of said payments, to execute division orders, and to act in all matters involving said overriding royalty to which they are entitled for and on their behalf and on behalf of their respective successors in title.

Notwithstanding the grant to Assignors of the above described overriding royalty, Assignee shall have the exclusive right, as between the parties hereto, to develop and operate all of the above described land and every part thereof to such extent and in such manner as Assignee shall determine to be proper without incurring any liability whatever to Assignors,