

No payment shall be made hereunder or shall accrue by virtue of any oil, gas or other hydrocarbon substances which may be produced from the subject lands which are used for operating, development or production purposes on the above described lands or on lands covered by any unit plan or cooperative plan of development to which the subject lease may be presently or hereafter committed or which are unavoidably lost.

In the event the above described lands, or any part thereof, are, or shall hereafter be, incorporated in and be operated under any cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by any such unit plan, then the production therefrom which is allocated to any particular tract of the above described land shall, for the purpose of calculating said payments to be paid to Grantees 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 on 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 Grantors unless and until Grantors 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, Grantors 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 Grantors shall have the right to withhold, without obligation