

- (b) The overriding royalty interest herein provided shall be paid in like manner at the same time and subject to the same charges or deductions as the Government's royalty under the aforesaid oil and gas lease, and subject further to a deduction therefrom of any and all amounts for taxes or assessments levied or a charge against such overriding royalty interest or share and no royalty shall be payable hereunder or accrue upon any oil and gas used for operating, development or production purposes on the lands covered by the aforesaid lease or leases or under any unit plan, or which may be unavoidably lost, and no royalty shall be payable on gas used for recycling and/or repressuring operations on the leased premises or in any approved unitized area.
- (c) The overriding royalty interest hereby conveyed shall be chargeable with its prorata share of (1) trucking expense, if any, incurred through transportation of oil from well to pipeline or market, and (2) any taxes which may be levied against the production or interest from which said payments must be made, and such trucking expenses and taxes may be deducted by the owner of the oil and gas lease hereinabove described in computing the amounts payable to Assignees.
- (d) In the event the oil and gas lease hereinabove described covers less than the entire and fee simple estate in the lands hereinabove described, then the overriding royalty interest hereby conveyed shall be reduced in the proportion that the interest covered by the lease bears to the entire fee simple estate in such lands.

The provisions of this Assignment shall inure to and be binding upon Assignor and Assignees and their respective heirs, assigns, personal representatives, and successors in interest, and the overriding royalty interest hereby conveyed shall run with the leasehold estate of the oil and gas lease above described, and all renewals, extensions, preference rights and substitute leases granted thereon, whether under said serial number or a new serial number; provided that this Assignment shall not impose any obligation on Assignor to take any action whatsoever, to make any expenditures or to maintain said lease or any other lease in existence.

This Assignment shall not prevent or affect in any way the future assignment by Assignor of all of Assignor's present lease rights under the aforesaid lease whether or not such future assignment shall be pursuant to any agreement entered into before or after the date of this Assignment, provided that any such future assignment