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obligations hereunder not theretofore accrued.

5. If said lease covers less than the entire and undivided fee simple estate in said land, then the overriding royalty herein reserved shall be paid to Owner only in the proportion that the interest covered by said lease bears to the whole and undivided fee.

6. Except as hereinafter provided, Assignee may relinquish said lease or permit it to expire or terminate in whole or in part and be thereupon relieved and discharged of all obligations to Assignor not theretofore accrued as to the part so affected. Assignee shall not relinquish said lease or any part thereof intentionally, and shall not permit said lease or any part thereof to terminate by intentional failure to pay rental without first giving Owner written notice of Assignee's intention to do so at least 60 days prior to the intended relinquishment or termination date. Assignee shall assign all of its right, title, and interest in the part of said lease to be relinquished or allowed to terminate to Owner if, within 15 days from the giving of such notice, Owner gives written notice to Assignee requesting such assignment. Any notice pursuant to this paragraph 6 shall be deemed given, and any such assignment shall be deemed delivered, when deposited in the United States mail, postage prepaid, addressed to the party to receive the same at its address set out in this assignment. Assignee shall incur no liability on account of its failure to comply with the provisions of this paragraph 6 unless Assignee has acted intentionally and in bad faith.

7. The creation and existence of the overriding royalty herein reserved shall not impose upon Assignee any obligation, express or implied, to explore or develop said land, to conduct any operations thereon, to protect said land from drainage or to market production therefrom.

8. Assignor agrees that if the authority having power to approve this assignment shall fail or refuse to approve the same, Assignor will execute and deliver to Assignee such other or further instruments as may be acceptable to such approving authority for the transfer to Assignee of the rights herein provided for or the equivalent thereof.

9. Assignor warrants and agrees to defend title to the interest hereby assigned against the claims and demands of all persons claiming by, through or under Assignor only.