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V.

Atlantic hereby covenants and agrees that it will at all times save and keep Davis and Sun harmless from and against any and all losses, damages, claims or injuries occasioned by the drilling and all other operations of Atlantic on the above described lands. Davis and Sun hereby covenant and agree that they will at all times save and keep Atlantic harmless from and against any and all losses, damages, claims or injuries occasioned by the drilling and all other operations of Davis and Sun on the above described lands.

VI.

It is expressly understood that Atlantic does not warrant title, either expressly or impliedly, to the above described lands, or to the rights given by this Agreement to Davis and Sun.

VII.

All of the terms and provisions hereof shall be deemed covenants running with the land, and the interest of the parties therein shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns. This Assignment of Operating Rights is made subject to all of the terms, conditions and reservations of that certain Letter Agreement entered into between Atlantic and Davis Oil Company dated April 26, 1963, reference being here made to such Letter Agreement for all pertinent purposes.

VIII.

Davis and Sun hereby consent to a reservation of the United States of America, pursuant to the provisions of the Act of August 1, 1946 (Public Law 585, 79th Congress), of all uranium, thorium or other material which has been or may be hereafter determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States, through its authorized agents or representatives, at any time to enter upon the land and prospect for, mine and remove the same, making just compensation for any damage or injury occasioned thereby.