

which have not been deducted from the proceeds of Production Payment Minerals and paid for the account of Assignor; plus

C. an amount equal to all franchise taxes and taxes on or measured by the income or profits of Assignor (including interest and penalties, if any) which are imposed on or assessed against Assignor by and paid or payable by Assignor to any State by virtue of Assignor's ownership of the Production Payment or any part thereof and/or the receipt of the proceeds of Production Payment Minerals;

IT BEING THE INTENTION HEREOF THAT Assignor shall be entitled to receive and realize out of the Production Payment Minerals the net aggregate sum of the amount above specified in Sub-section A of this Section, free and clear of all Production Expenses (which shall be borne and paid by the Assignees), and over and above all taxes, costs, and expenses of the character and amount described and specified in Sub-sections B and C of this Section, and all royalties and overriding royalties chargeable or allocated to the Property.

All Production Taxes imposed with respect to or measured by or charged against the Production Payment Minerals and for which Assignor is liable, may be deducted from the proceeds of Production Payment Minerals and paid for the account of Assignor, and in the case of any such deduction the amount so deducted shall not be deemed to be the proceeds of Production Payment Minerals received or realized by Assignor.

When said full aggregate sum of the amounts specified in the foregoing Sub-sections A, B, and C of this Section (together with all increases in the unliquidated balance of the Primary Sum expressly provided for herein) has been received and realized by Assignor as aforesaid, the Production Payment shall be fully discharged; provided, however, that the Production Payment shall, in any event, forthwith terminate whenever 20 years less 1 day shall have elapsed after the death of the last survivor of all of the descendants of Franklin D. Roosevelt, late President