

overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregates in excess of seventeen and one-half (17 1/2) per cent, then the interest therein assigned hereby, shall, to the extent of such excess, be subject to suspension as to oil only when the average production of oil per well per day averaged on a monthly basis is fifteen (15) barrels or less, and such power of suspension shall apply separately to any zone or portion of any such lease segregated for computing Government royalty.

The purchase price of the production payment herein conveyed, being the sum of Ten Million Dollars (\$10,000,000), shall be payable upon execution and delivery of this instrument, and the Grantor shall have no right to terminate such production payment.

When the Grantee shall have received the full amount of such production payment as herein provided, this conveyance and all rights hereby granted shall cease and terminate without further act on the part of the Grantor and the Grantee shall have no further interest in the oil and gas in and under and that may be produced from any of the properties described in Exhibit A and upon the Grantor's request the Grantee shall execute and deliver to the Grantor an instrument evidencing a full and complete release in recordable form of the interests hereby conveyed and the rights herein granted.

Each and all of the provisions hereof shall be covenants running with the respective interests of the parties hereto and shall inure to and be binding upon the successors and assigns of the respective parties. The word "Grantor" as used herein shall be deemed to