

Production Payment shall have succeeded under the provisions of this Section 13 shall terminate either (1) when the Production Payment terminates and all amounts then due and payable to the Owner of the Production Payment pursuant to this Section, including amounts payable for interest as aforesaid, shall have been duly paid in full, or (2) at such earlier date when all defaults of Grantee shall have been remedied and all such amounts shall have been duly paid in full, without prejudice, however, to the exercise of any such rights upon any subsequent failure of Grantee to perform or observe any of its covenants or agreements hereunder.

Section 14. Access to Subject Interests. To the extent that it can legally do so, Grantee will permit the duly authorized representatives of the Owner of the Production Payment, at any reasonable time, but at his or its risk and expense, to make such inspection of the Subject Interests and the machinery, equipment and facilities used in the operation thereof, as such representatives shall deem proper.

Section 15. Successors and Assigns. All the covenants and agreements of Grantee herein contained shall be deemed to be covenants running with the land and shall be binding upon the successors and assigns of Grantee and shall inure to the benefit of the successors and assigns of the Owner of the Production Payment; provided, however, that this provision shall not be deemed to permit any assignment or other transfer of the interest of Grantee in any of the Subject Interests that is not specifically permitted by the provisions of this instrument. Nothing contained in this instrument shall in any way limit or restrict the right of the Owner of the Production Payment, or his or its successors and assigns, to sell, convey, assign or mortgage the Production Payment in whole or in part. If the Owner of the Production Payment, or his or its successors and assigns, at any time, shall execute a mortgage or deed of trust covering all or any part of the Production Payment as security for any obligation, the mortgagee or the trustee therein named or the holder of the obligation secured thereby shall be entitled, to the extent such mortgage or deed of trust so provides, to exercise all of the rights, remedies, powers and privileges herein conferred upon the Owner of the Production Payment and to give or withhold all consents herein required or permitted to be obtained from the Owner of the Production Payment.