

and release such interest and be thereby fully and completely relieved, released and discharged from all obligations to Assignor hereunder and under said lease to the extent it shall have been surrendered.

In the event that at the time Assignee desires to make such surrender and gives notice thereof as hereinabove provided, the rights and interests of Assignor hereunder, or any part thereof, are vested in any person or persons other than Assignor, then only such of the other persons so interested shall be entitled to have notice mailed to them as have furnished Assignee with evidence of their interest hereunder and their respective post office addresses.

It is also specifically understood and agreed that the notice provided for above shall not be mailed to Assignor less than seventy-five (75) days prior to the termination date of this lease, provided, however, that such seventy-five (75) day period shall not be applicable in the event the lease is terminated on thirty (30) days notice by Governmental ruling and also provided such provisions with respect to seventy-five (75) days notice will not be applicable after oil or gas is actually produced from such lease.

Should Assignee be prevented from complying with any express or implied covenant of this instrument, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Assignee's obligation to comply with such covenant shall be suspended, and Assignee shall not be liable in damages for failure to comply therewith; and this assignment shall be extended while and so long as Assignee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises; and the time while Assignee is so prevented shall not be counted against Assignee, anything in this assignment to the contrary notwithstanding.

This agreement shall be binding upon and inure to the benefit of the heirs, representatives, administrators, executors, successors and assigns of the parties