

to obtain the necessary approval to the transfer to Assignor of the interest originally to be surrendered, Assignee may surrender 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 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 provision with respect to seventy-five (75) days' notice will not be applicable after oil or gas is actually produced from such lease.

III

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

EXECUTED this 10 day of October, 1953.

J E Cheek
J. E. Cheek, Assignor

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF HUGHES)

On this 10 day of October, 1953, personally appeared J. E. Cheek, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Given under my hand and Notarial Seal this 10 day of October, A.D. 1953.

My commission expires:

Jan. 15, 1955

Notary Public