

4. In the event that Assignees should elect to surrender, let expire, abandon or release all or any of their rights in said lease acreage or any part thereof, Assignees shall observe the relevant provisions of the Mickelson Creek Unit Operating Agreement referable to giving notice of such contemplated action and, thereafter, if required, shall assign such rights to the party or parties entitled thereto; if, however, the Unit Operating Agreement is not in force or if the provisions of the Unit Operating Agreement do not require the giving of notice with respect to the action proposed by Assignees, Assignees shall in that event notify the Assignor hereunder not less than sixty (60) days in advance of such surrender, expiration, abandonment or release and, if requested so to do by the Assignor, Assignees immediately shall reassign such rights in said lease acreage, or such part thereof, to the Assignor.

5. This assignment is made without warranty of any kind.

6. All notices, reports and other communications required or permitted herein, assigned or reserved, shall be deemed to have been properly given or delivered when delivered personally or when sent by certified mail, registered mail or telegraph, with all postage or charges fully prepaid, and addressed to the Assignor and Assignees, respectively, as follows: