

6. Shell shall have the right at any time or from time to time to be relieved of all obligations to Assignor under or by virtue of this assignment as to all or any part or parts of said lands in the following manner, to wit:

Shell may at any time or from time to time (but not less than thirty (30) days prior to the accrual of the next rental obligation under said lease) notify Assignor in writing that Shell desires to reassign said leases as to all or any part of said lands (hereinafter called the "offered lands") and if within fifteen (15) days after the giving of such notice Assignor shall give written notice to Shell electing to take such reassignment as to such offered lands, then Shell shall execute and deliver to Assignor a reassignment of said leases subject to the terms and provisions of any unit or cooperative plan to which such offered lands may be subject. From and after such delivery Assignor shall be wholly responsible for the performance of the lessee's obligations under said leases and under any such unit or cooperative plan as to the offered lands accruing after such delivery, and Assignor agrees to save and hold Shell and said leases as to any of the said lands retained by Shell thereunder wholly free and harmless from any default or forfeiture or other loss or damage caused by or resulting from Assignor's failure to perform such obligations. If Assignor shall fail for any reason to give Shell such written election within said 15-day period, all rights of Assignor in and to the offered lands shall cease and be at an end and Shell shall have the absolute right at any time thereafter and without further notice to Assignor to surrender said leases as to said offered lands or to retain said leases or otherwise deal in or with the same as to said offered lands all as Shell may elect. Upon any termination of said leases as to all or any part of the said lands or upon the