

15

Assignee may at any time, or from time to time surrender said lease as to all or any part thereof unto Lessee, providing that Assignee before such surrender shall tender a valid and sufficient reassignment thereof unto Lessee at least thirty (30) days prior to the due date of the next annual, government rent payment and within ninety (90) days prior to the expiration of the primary term of said lease, and the Lessee shall notify the Assignee within ten (10) days after receipt of such tender whether or not Lessee elects to accept such reassignment. If such reassignment is accepted, Lessee shall save, hold and protect Assignee from further obligation as to said land reassigned and from all government rents subsequently accruing thereon. If Lessee refuses to accept such reassignment, or to notify the Assignee of offer to reassign within said thirty days provided, then in such event, Assignee shall be free, as to any lands therein upon which reassignment was tendered, to relinquish said lease unto the United States of America. Assignee further agrees that should Assignee fail to tender such reassignment unto Lessee at least ninety days prior to the expiration of the primary term of said lease, then in that event, Assignee hereby agrees to timely file, or cause to be filed, in the proper office of the Department of the Interior, a good and proper application for extension or renewal of said lease, if the same is eligible to extension or renewal, and to pay the proper fees and rentals thereon, and to make reasonable efforts to obtain such lease extension.