

notice Assignors or Assignors' sole nominee shall give Assignee written notice of the election to take a re-assignment of said lease as to such relinquished lands, then Assignee shall execute and deliver to Assignors or their sole nominee a re-assignment of said lease as to such relinquished lands, subject to the consent of the Secretary of the Interior and to the terms and provisions of any unit plan or cooperative agreement to which such relinquished lands may be subject; provided, however, that such written notice of Assignee of his intention to re-assign shall be given not less than thirty (30) days before the accrual of the next succeeding drilling or rental obligations under the terms of said oil and gas lease or on or before one-half of the number of days specified therefor in any order or directive, or any Act of Congress specifying less than thirty (30) days. On the delivery of such re-assignment, Assignors or their sole nominee agree at their own sole expense to make and diligently prosecute application for the consent of the Secretary of the Interior thereto. If Assignors or their sole nominee shall for any reason fail to give Assignee such written election within said fifteen (15) day period, or having so given the same, the Secretary of the Interior shall for any reason fail or refuse to consent to Assignee's re-assignment of said lease to Assignors or their sole nominee, then Assignee shall have the absolute right at any time thereafter to surrender said lease to the United States of America as to such relinquished lands. On the delivery of any such re-assignment to Assignors or their sole nominee, if Assignors or their sole nominee shall elect to take the same, or if Assignors or their sole nominee shall fail to elect to take such re-assignment, then on Assignee's surrender of said lease to the United States of America as to such relinquished lands, all of Assignee's obligations of whatsoever nature to Assignors under or by virtue of this partial assignment shall terminate and be at an end as to such relinquished lands and any substances thereafter produced therefrom or thereafter allocable under any such unit plan thereto, except as to any monetary obligations theretofore accrued. Assignors or their sole nominee shall be wholly responsible for the performance of the lessee's obligations under said lease and under such unit plan or cooperative plan as to such relinquished lands accruing subsequent to the delivery of such re-assignment to Assignors or their sole nominee and agree to save and hold Assignee, and said lease as to any lands retained by Assignee thereunder, wholly free and harmless from any default or forfeiture or other loss or damage caused by or resulting from Assignors' or their sole nominee's failure to perform such obligations and agree to reimburse Assignee for the cost of performing any such obligations performed by Assignee prior to Assignee's receipt of written notice that the Secretary of the Interior has consented to such re-assignment.

Such sole nominee of Assignors shall be designated by written notice to Assignee, together with such sole nominee's address, and if a corporation such notice shall give (in addition to the name and address of the corporation) the names and addresses of such officers of the corporation on any one of whom personal service may be made.

7. Assignors warrant that Assignors are the sole owners of said lease, with the exclusive authority to execute this instrument, subject to the consent of the Secretary of the Interior; that said lease is in full force and effect and is not subject to cancellation or termination for any cause; that said lease and any of said substances which may be produced from said lands in pursuance thereof are free and clear of all liens, charges, encumbrances or overriding royalty or other interests of whatsoever nature arising by, through or under Assignors, or otherwise known to Assignors, excepting only the royalties provided in said lease to be paid to the United States of America thereunder and of the terms and provisions of said partial assignment of said and other lands to Assignors and the overriding royalty interest therein excepted, reserved and retained, as herein-