

"Provided that prior to the making of any such surrender, Assignee shall mail notice of Assignee's proposed surrender addressed by registered mail to Assignor, 117 West 8th Street, Valentine, Nebraska, or such other address as Assignor may have specified in writing to Assignee. Assignor shall have thirty (30) days from the mailing of such notice by Assignee within which to elect to take and receive a reassignment of said Oil and Gas Lease as to the land proposed to be surrendered. If Assignor shall, within said thirty-day period, notify Assignee in writing of Assignor's election to take a reassignment of said lease as to said land proposed to be surrendered, Assignee shall execute and deliver to Assignor in triplicate a proper reassignment of the rights and interests hereby assigned as to the land so specified in Assignee's notice of intention to surrender. Failure of Assignor to notify Assignee within said thirty-day period, of Assignor's election to take a reassignment, shall be deemed to constitute Assignor's consent to said proposed surrender.

If, having taken any reassignment of said lease as to any land, Assignor shall fail, for a period of thirty (30) days following the delivery of said reassignment to him, to file said reassignment with the Bureau of Land Management for approval, together with a proper showing of the qualification of Assignor to receive said reassignment and hold a lease on said reassigned land, Assignee may, notwithstanding said reassignment, surrender to the United States said Oil and Gas Lease as to the land so reassigned.

Assignor shall be responsible for all rentals and royalties becoming due with respect to said Oil and Gas Lease as to any reassigned land from and after the date of the delivery of said reassignment to Assignor."

INITIAL H. E. H. CWC

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