

Subject to the provisions and conditions of this paragraph, ASSIGNEE shall have the right to relinquish and surrender the oil and gas lease hereby assigned either in whole or in part, at any time or from time to time, or to allow it to terminate for non-payment of rental, and thereby be relieved of all obligations as to the interest relinquished, surrendered or terminated; provided, however, that not less than sixty (60) days prior to the next ensuing rental date ASSIGNEE shall notify ASSIGNEE in writing by regular mail at the address shown above of its intention, and upon written request of ASSIGNEE received by ASSIGNEE within twenty (20) days after ASSIGNEE'S mailing of such notice, ASSIGNEE shall reassign to ASSIGNEE the interest which ASSIGNEE desires to relinquish, surrender or terminate. However, ASSIGNEE shall not be liable in damages or otherwise for failure to give such notice due to clerical error, mistake or oversight. ASSIGNEE shall save and protect ASSIGNEE and hold ASSIGNEE harmless from all rentals and/or other lease obligations accruing after the mailing of such notice, and shall within ten (10) days after receipt of such reassignment file the same for approval in the appropriate office of the Bureau of Land Management. If for any reason the said reassignment is not filed for approval within said ten (10) day period, or if the same is not approved as an assignment by the Bureau of Land Management for any reason, then ASSIGNEE shall be privileged to relinquish and surrender said lease, or to allow it to terminate for non-payment of rental, without liability whatsoever.

Date Jan. 30, 1964

Signed

G. M. Fuller