

at least thirty (30) days
prior to anniversary date. 40

If ASSIGNEE desires to surrender said lease in whole or in part at any time while said lease may be continued in effect by the payment of rentals, ASSIGNEE first shall give ASSIGNOR notice thereof. In the event, and only in the event, within fifteen (15) days thereafter ASSIGNEE receives written notice from ASSIGNOR that ASSIGNOR desires an assignment of the interest intended to be surrendered, ASSIGNEE thereupon shall execute such assignment and mail same to ASSIGNOR at the address hereinafter specified. Such assignment shall be made expressly subject to the approval of the Secretary of the Interior

and subject to any unitization or other agreement to which such land and lease may then be subject. ASSIGNOR thereupon shall have sole and complete liability and responsibility for securing the approval of the Secretary of the Interior to the assignment and for compliance with the provisions of the lease, and of any and all agreements to which it is then subject, as to such assigned leasehold acreage, and ASSIGNOR shall reimburse, indemnify, protect, and save ASSIGNEE harmless of and from all loss, cost, damage, and expense caused by, arising out of, or resulting from ASSIGNOR'S failure to perform such obligations, and each of them. In the event of any breach of its obligations hereunder, ASSIGNEE shall not be liable to ASSIGNOR in damages or otherwise for such breach.

All notices to ASSIGNOR hereunder shall be given by registered letter addressed as follows:

T. J. Weber

P O Box 1320

Boulder, Colorado, 80301

and the deposit in the mail of a letter so addressed, with postage prepaid, shall constitute notice to ASSIGNOR of the contents thereof. ASSIGNOR, by actual written notice delivered to ASSIGNEE, may change ASSIGNOR'S said address.