

If ASSIGNEE desires to surrender, let expire, abandon or release all or any part of its rights in said lease, or any part thereof, ASSIGNEE first shall give ASSIGNOR thirty (30) days notice thereof. If, within fifteen (15) days thereafter, ASSIGNEE receives written notice from ASSIGNOR that ASSIGNOR desires an assignment of the interest intended to be surrendered, abandoned, released, or otherwise allowed to expire, ASSIGNEE thereupon shall execute such assignment and mail it to ASSIGNOR. Such assignment shall be made expressly 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 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 obligation hereunder, ASSIGNEE'S liability in no event shall exceed the cash consideration paid for this assignment. *442*