

9. Assignor's rights hereunder shall continue in full force and effect under any renewal or extension of said oil and gas lease insofar as the same covers all or any part of said assigned leased lands, and under any lieu, substitute or preferential oil and gas lease covering all or any part of said assigned leased lands in which Assignee is the lessee by reason of any rights arising through this assignment, and the rights acquired by the lessee thereunder shall be fully subject to the terms and conditions of this assignment and to the reservation and retention of the overriding royalty herein reserved and retained.

10. It is expressly provided that insofar as Assignor is concerned, Assignee shall always have the right at any time and from time to time to quitclaim or surrender to the United States of America all or any part of said assigned leased lands, as permitted and regulated by the rules and regulations pertinent thereto, without the consent, approval or signature of Assignor, and Assignee shall be under no obligation to Assignor to keep or maintain said oil and gas lease in force or effect or to apply for any renewals or extensions thereof or for any lieu, substitute or preferential oil and gas leases therefor. On any termination, in whole or in part, of said oil and gas lease by quitclaim, surrender, lapse of time, forfeiture or otherwise, all right, title, interest and estate of Assignor in the lands as to which such termination applies shall forthwith cease and terminate, and Assignee shall be under no obligation whatsoever to Assignor by reason of any such termination except as to any accrued payments theretofore due Assignor hereunder with respect thereto.

11. Notwithstanding the retention and reservation of said overriding royalty Assignor shall have no voice in the supervision, direction or management of Assignee's operations on said assigned leased lands and no interest in any equipment, materials or structures placed by Assignee thereon; nor, insofar as Assignor is concerned, shall this conveyance nor any provision hereof create any obligation from Assignee to Assignor to drill for or to produce any said substances.

12. Subject to the rights, privileges, elections and immunities of the lessee under said oil and gas lease and of all laws, orders, rules and regulations pertinent thereto, Assignee by the acceptance of this assignment, agrees to keep and perform all the terms and conditions of said oil and gas lease insofar as said oil and gas lease covers the above expressly described lands.

13. Assignee, by the acceptance of this assignment, expressly agrees that Assignee will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will require an identical provision to be included in all sub-contracts. *Assignor knows of no encumbrance or lien or of any claim*

14. Assignor hereby represents and warrants that, as to said assigned leased lands hereinabove described, Assignor is the owner and holder of said oil and gas lease, that all rents due and payable thereunder have been paid and that said lease is in good standing and not in default, ~~and that Assignor has no other interest in or to said oil and gas lease as to said assigned leased lands or in or to any royalty interest therein, not specifically described herein or included as a part of Assignor's reserved and retained overriding royalty, and that, subject to the consent and approval of said Secretary of the Interior, Assignor has the full right and authority to make, execute and deliver this conveyance.~~

15. This assignment and all its terms, conditions and provisions shall extend to and be binding on the heirs, executors, administrators, successors and assigns of the respective parties herein.

16. This assignment is made subject to the approval of the Secretary of the Interior of the United States of America and Assignor hereby respectfully requests said Secretary of the Interior to approve the same.

IN WITNESS WHEREOF, Assignor has executed this instrument as of the day and year first above written.

WITNESS:

*William Helm Sr.*  
William Helm, Sr.  
*Sophie M. Sumpf*  
Sophie M. Sumpf  
*Robt. Sumpf*  
Robt. Sumpf  
ASSIGNORS

NAME AND ADDRESS OF ASSIGNOR:  
(Type In)  
William Helm, Sr., Sophie M. Sumpf,  
and Robt. Sumpf, 662 Subway Terminal Bldg.  
417 South Hill Street, Los Angeles 13,

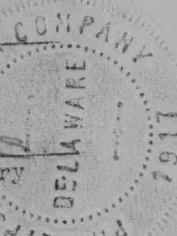
NAME AND ADDRESS OF ASSIGNEE:  
(Type In)  
Phillips Petroleum Company  
Bartlesville, Oklahoma

PHILLIPS PETROLEUM COMPANY

By: *Clark* Vice President

ATTTEST:

*Levi D. Stone* Assistant Secretary



ACKNOWLEDGMENT FOR INDIVIDUALS

STATE OF *California* } ss.  
COUNTY OF *Los Angeles* }

On this *29th* day of *March*, 19*60*, before me, *William Helm, Sr.*, MARGARET R. HOPPENBACH,  
a Notary Public in and for said County and State, personally appeared *Sophie M. Sumpf & Robt. Sumpf*,  
known to me (or satisfactorily proven) to be the person whose name is *S. M. Sumpf*, subscribed to the within instrument,  
and acknowledged to me that *she* executed the same.

WITNESS my hand and official seal.

*Margaret R. Hoppenbach*

Notary Public in and for said County and State  
My Commission Expires May 26, 1963.

ACKNOWLEDGMENT FOR CORPORATIONS

STATE OF *OKLAHOMA* } ss.  
COUNTY OF *WASHINGTON* }

On this *24th* day of *March*, 19*60*, before me, *Martha Rinehart*,  
a Notary Public in and for said County and State, personally appeared *G. C. Stark*,  
known to me to be the *Vice* President, and *Lucy W. Stone*, known to me to be the *Assistant*  
Secretary of *Phillips Petroleum Company*,  
the corporation that executed the within instrument, and known to me (or satisfactorily proven) to be the persons who  
executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation  
executed the same.

WITNESS my hand and official seal.

*Martha Rinehart*  
Notary Public in and for said County and State

My Commission Expires August 1, 1963

