

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. It is provided that insofar as Assignor is concerned, Assignee shall always have the right at any time and under any renewal or extension of said oil and gas lease to assign all or any part of said assigned leased lands, as

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 therefor due Assignor hereunder with respect thereto.

11. Notwithstanding the retention and reservation 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. For this assignment, Assignee expressly agrees that Assignee will not discriminate against any well on an identical provision

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 of any claim against the property and warrants that, as to said assigned leased lands hereinabove described, Assignor is not a party to any contract, agreement or arrangement of any kind, written or oral, which purports to create, in whole or in part, any interest in, or right in, or claim against, said leased lands, or any part thereof, which is in any way inconsistent with the terms and conditions of this assignment, or which purports to create, in whole or in part, any interest in, or right in, or claim against, said leased lands, or any part thereof, which is in any way inconsistent with the terms and conditions of this assignment.

13. Assignor hereby represents and warrants that the employee or applicant for employment because of race, creed, color or national origin shall not be included in all sub-contracts. Assignor knows of no encumbrance or lien on or any claim against the lands or interests described hereinabove. 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, that the lands or interests described hereinabove are not subject to any overriding royalty, and that the lands or interests described herein or included as a part of Assignor's reserved and retained overriding royalty, and that, 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. All its terms, conditions and provisions shall extend to and be binding on the heirs, executors, administrators and assigns of Assignor.

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:

NAME AND ADDRESS OF ASSIGNOR:

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

NAME AND ADDRESS OF ASSIGNEE:

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

PHILLIPS PETROLEUM COMPANY

By:

Vice President

ATTEST:

Assistant Secretary

ACKNOWLEDGMENT FOR INDIVIDUALS

STATE OF California } SS

COUNTY OF Los Angeles

On this 29th day of March, 1960, before me,

On this 2nd day of Jan, 1991,
a Notary Public in and for said County and State, personally appeared Wallace Adams, Sr.
and for Robb Smith

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Notary Public in and for said County and State

ACKNOWLEDGMENT FOR CORPORATIONS

STATE OF OKLAHOMA } ss

COUNTY OF WASHINGTON.....)

On this 14th day of March, 1960, before me,

On this 14th day of March, 1930,
a Notary Public in and for said County and State, personally appeared O. O. Stark
known to me to be the Vice President, and Lee H. Stone, known to me to be the Assistant

Secretary of Phillips Petroleum Corporation
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.

Notary Public in and for said County and State

My Commission Expires August 1, 1963