

U.S.-G.P.
10-46

Assignee agrees to comply with each and every condition and requirement of said lease, and laws and regulations applicable to said lease.

Assignee shall have the right at any time and from time to time, on notice in writing and the payment of the sum of One Dollar (\$1.00) to Assignor, to surrender, in whole or in part, all rights hereunder as to all or any portion of said lands, whereupon Assignee shall be released and discharged from any and all obligations or liability under this Assignment as to the said lands or portion thereof so surrendered except for royalties theretofore accrued and unpaid and for the abandonment of wells as required by the Secretary of the Interior and governmental agency of the State of Wyoming. Any surrender of a portion of the lands shall be by legal subdivisions.

Assignor shall have the right at all reasonable times to inspect the lands, the work done and in progress thereon and the production therefrom, and may inspect the books kept by Assignee in relation to the production from said lands, to take copies thereof, and to ascertain the production and amount saved and sold therefrom. Assignee agrees on written request to furnish to Assignor copies of the logs of all wells drilled by Assignee on said lands.

Assignee shall have the right and Assignor does hereby authorize Assignee to enter into cooperative or unit development contracts or plans with lessees, owners and operators of other oil and gas lands on the geological structure of any oil and gas field embracing all or a part of said lands above described, for the purpose of securing development of the geological structure under unified control and Assignee is authorized to subject all or any part of the said lands above described to one or more of such cooperative or unit development contracts or plans. Assignor shall, at Assignee's request, execute as a party signatory thereto or by Assignor's attorney in fact any such cooperative or unit development contract or plan. Under said contract or plan the said lands above described and Assignor's interest therein, as reserved under this Assignment, may be pooled with other lands and the interests of others in said other lands for conservation purposes and to prevent economic waste and for the allocation of production for the computation of royalty and benefits to the lands subjected to said contract or plan. Assignor agrees and consents to Assignee, or its nominee, being or becoming the operator under such contract or plan. Any such cooperative or unit development contract or plan and the terms, covenants and conditions therein contained, including the allocation of production, in so far as they affect Government lands, shall be subject to the approval of the Secretary of the Interior of the United States.

Assignor, whether one or more, hereby severally waives all rights in the lands above described subject to this Assignment under all exemption laws of the State of Wyoming.

Assignee shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and shall require an identical provision to be included in all subcontracts.

This Assignment is subject to final approval by the Secretary of the Interior.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the day and year first hereinabove written.



Assignee

WITNESSES:

Name James Barnes
Address 105 W. 2nd St., Los Angeles, Calif.
Name E. MacLennan
Address 108 W. 2nd St., Los Angeles, Calif.

Assignor

WITNESSES:

Name Wm Barnes
Address Casper, Wyo.
Name Joe C. Davis
Address Elk Falls, Idaho