

right to make this assignment and that no default or defaults now exist under said oil and gas lease and that the same is in good standing.

6. Assignee shall have the right to surrender and relinquish the operating rights hereby assigned to Assignee at any time and from time to time with respect to all or any subdivision of the lands hereinbefore described, and be relieved from any further obligations with respect thereto, provided, that Assignee is not then in default and that such relinquishment and surrender shall be made at least sixty (60) days prior to the accrual of any obligation under said United States Oil and Gas Lease.

7. Assignee shall have the right to assign its interest and be relieved of its obligations hereunder with respect to all or any part thereof, provided such assignment is in writing and the assignee thereunder assumes the obligations of Assignee hereunder, and provided further that no such assignment shall be binding upon Assignor until a copy of such instrument of assignment, signed and acknowledged by such assignee, shall have been delivered to Assignor.

The promises, covenants, and agreements herein contained shall be binding upon the successors and assigns of the parties hereto, and shall be deemed to be covenants running with the land.

8. Assignee, in its operations hereunder, shall not discriminate against any person because of race, creed, color, or national origin, and shall require an identical provision to be included in all subcontracts.

9. This assignment shall be subject to approval by the Secretary of the Interior.

IN WITNESS WHEREOF, the parties hereto have caused this