

If Assignor shall assign said lease as to all or any part of the land covered thereby, and said assignment is made subject to the assumption by the Assignee of all obligations of Assignor hereunder with respect to the lands covered by said assignment, Assignor shall thereupon be released and discharged of and from all further obligations hereunder with respect to the lands covered by such assignment. Upon any surrender or termination of said lease with respect to any part of the lands covered thereby, this agreement shall thereupon terminate with respect to the lands covered by such surrender or termination. Assignee hereby agrees for itself, and its successors and assigns that the recordation by Assignor, its successors or assigns of any instrument of surrender or termination of said lease as to all or any part of the land covered thereby shall be conclusive evidence against Assignee, its successors and assigns of the effective surrender and termination of said lease with respect to the land as to which such surrender and termination is so made.

6. Assignee agrees that to the extent the overriding royalty herein conveyed when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, exceeds 17-1/2 per cent, the obligation to pay the overriding royalty herein conveyed shall to such extent be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

7. This assignment is made without warranty of any kind, express or implied.

8. The provisions hereof shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

ST. HELENS PETROLEUM CORPORATION

By

R. J. Stephens
President

By

D. W. Sanger
Secretary
"Assignor"

(SEAL)

RIO TINTO DELAWARE, INC.

By

Wm. Hardick
President

By

E. J. Taylor, Jr.
Secretary
"Assignee"

PRESIDENT

SECRETARY

(SEAL)

Executed pursuant and subject to permit from the Commissioner
of Corporations of the State of California dated May 11, 1961
File No. 89487LA.