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within thirty (30) days after the mailing of such notice, Assignee shall have received a notice in writing from Lessee that Lessee desires a reassignment of such lands, and shall also have received from Lessee an application from Lessee to the Bureau of Land Management for approval of such reassignment, containing a proper showing of Lessee's qualifications to receive such reassignment, together with any required bond, Assignee shall reassign such lands to Lessee and file such reassignment, application, and bond for approval of said Bureau. Should Assignee not have received from Lessee the notice that Lessee desires a reassignment, and said application and said bond, within said time, or should the Secretary of the Interior refuse for any reason to approve any such reassignment to Lessee, Assignee shall thereupon immediately have the right, regardless of the death or incapacity of Lessee, to surrender and relinquish said lease to the United States as to the lands specified in such offer, and shall be under no other or further obligation to Assignor or to Lessee. If such reassignment covers only a portion of said lands, all lands so reassigned shall remain subject to such easements and rights of way as may be necessary or convenient to Assignee's operations on any part of said lands retained by Assignee.

7. **NON-DISCRIMINATION.** In the performance of work under this agreement, Assignee agrees to comply with the non-discrimination provisions of Executive Order 10925 (26 F. R. 1977 as amended by 28 F. R. 6485).

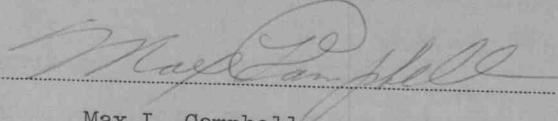
8. **NOTICES.** Any notice contemplated hereunder shall be deemed to have been given or delivered and shall be completely effective for all purposes when delivered in person to Assignor or Assignee, as the case may be, or deposited in any United States post office as registered mail or certified mail, or filed with any operating telegraph company as a telegram with all charges thereon fully prepaid. Notices shall be addressed, respectively, to Assignor or Assignee, as the case may be, at their respective addresses hereinabove set forth. Either party may, by written notice to the other, change its address.

9. **GENDER.** As used in this agreement the masculine gender includes the feminine and the neuter and the singular includes the plural.

10. **SUCCESSORS AND ASSIGNS.** All of the terms, covenants, and provisions of this agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, devisees, administrators, executors, successors, and assigns.

11. **HEADINGS.** The headings of the respective paragraphs of this agreement are inserted for convenience only and shall not be, or be deemed to be, a part of this agreement, or considered in construing this agreement.

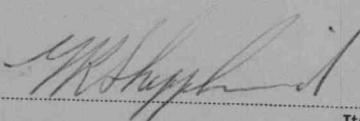
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first hereinabove written.



Max L. Campbell

RICHFIELD OIL CORPORATION

By



Its Attorney-in-Fact

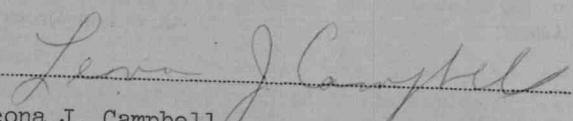
Assignor



Assignee

RATIFICATION AND JOINDER

The undersigned, spouse of Assignor in the foregoing agreement, does hereby ratify, approve, consent to, and join in the execution of said assignment and the foregoing agreement, and does hereby agree to be bound thereby to the full extent of any right, title, and interest, ~~including, but not limited to, rights of dower~~, of the undersigned in the lease or lands referred to therein, and does hereby assign and convey to Richfield Oil Corporation, its successors and assigns as they may be entitled thereto, in accordance with the terms and provisions of said assignment and the foregoing agreement, any right, title, and interest, ~~including, but not limited to, rights of dower~~, of the undersigned in said lease (as to the lands particularly described in said foregoing agreement and therein referred to as "said lands") or in the said lands, to the same extent as if the undersigned had originally joined in the execution of said assignment and the foregoing agreement.



Leona J. Campbell

STATE OF CALIFORNIA,

COUNTY OF LOS ANGELES.

ss.

On this _____ day of _____, A. D. 196_____, before me,

, a Notary Public in and for said County and State,

personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of RICHFIELD OIL CORPORATION and acknowledged to me that he subscribed the name of RICHFIELD OIL CORPORATION thereto as principal and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires:

Notary Public in and for said County and State.