

QUITCLAIM OF OPERATING AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, by an Agreement dated May 11, 1960, recorded June 10, 1963, in Liber H of Miscellaneous, Page 380, Records of Eureka County, Nevada, hereinafter referred to as "said Option Agreement", Earl S. Phelps and Helen C. Phelps, his wife, hereinafter referred to as "First Party", granted to Richfield Oil Corporation, a Delaware corporation, hereinafter referred to as "Richfield", certain options to acquire either an assignment or an operating agreement covering the following described lands, among other lands:

T. 21 N., R. 54 E., M.D.M., Nevada

Sec. 3: Lot 1

containing 39.82 acres, more or less, which specifically described lands are hereinafter referred to as "said lands", subject to United States Oil and Gas Lease Nevada 019191, in the manner in said option agreement provided; and

WHEREAS, by an Exercise of Option to Acquire Operating Agreement dated May 3, 1963, recorded June 10, 1963, in Liber H of Miscellaneous, Page 385, Records of Eureka County, Nevada, hereinafter referred to as "said Exercise of Option" Richfield exercised its option to acquire an operating agreement with respect to said lands; and

WHEREAS, said Option Agreement and said Exercise of Option, construed together, automatically became an operating agreement, hereinafter referred to as "said Operating Agreement", covering said lands; and

WHEREAS, by Assignment dated March 8, 1965, said Earl S. Phelps assigned to Earl S. Phelps, Jr., that portion of said lease Nevada 019191 covering said lands, which Assignment was approved by the Bureau of Land Management with serial Nevada 019191-A being given to the assigned portion of said lease Nevada 019191; and

WHEREAS, Richfield has elected to surrender and quitclaim all of its rights under said Operating Agreement as to said lands;

NOW, THEREFORE, Richfield, in exercise of the rights granted in said Operating Agreement, does hereby surrender and quitclaim unto said Earl S. Phelps, Jr., and

to his successors and assigns in the ownership of said United States Oil and Gas Lease Nevada 019191-A, as they may be entitled thereto, the said Operating Agreement, together with all of the right, title and interest of Richfield in and to the estate created in said lands by said Operating Agreement and said Operating Agreement is hereby wholly terminated insofar and insofar only as said lands are concerned.

IN WITNESS WHEREOF, this instrument is executed this 22nd day of June, 1965.

RICHFIELD OIL CORPORATION

By [Signature]
Its Attorney in Fact

(Power of Attorney filed in Nevada 022696)

[Handwritten initials]

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On this 22nd day of May, in the year 1965, personally appeared before me G. R. SHEPPHARD, who, being by me duly sworn did say that he is the attorney-in-fact of RICHFIELD OIL CORPORATION, and that said instrument was signed in behalf of RICHFIELD OIL CORPORATION by authority, and said G. R. SHEPPHARD acknowledged to me that he as such attorney-in-fact executed the same.

Witness my hand and official seal.

[Signature]
SUE M. MASON
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

My commission expires: May 4, 1968

FILE NO. 41029
Filed for record at the request of Richfield Oil Corporation
July 6, 1965, at 45 minutes past 11 A. M. Recorded in
Book 7 of Official Records, page 599-600, Records of EUREKA
COUNTY, NEVADA.
Fee: \$ 3.25

[Signature], Recorder.