actual physical possession of both parcels of the subject Leasehold upon 20 days notice of any such non-performance or default, or in such manner as may be required by law. In any such action to retake possession of the Leasehold pursuant to this paragraph, it shall not be a defense for Assignee that Assignor has failed to comply with any requirement of either Lease Agreement or of law. Assignor's remedy hereunder shall be in addition to all other remedies, and shall not limit or restrict Assignor's use of any other remedies available to Assignor, legal, equitable or administrative.

WITNESS the execution hereof as of the 1912 day of Trebruary, 1982.

UNION OIL COMPANY OF CALIFORNIA

WITNESSES:

As to Assignor:

Shirriel S. Mangels

By Wice President

LEWIS SISSON, D/B/A WHITEHORSE 76

WITNESSES:

As to Assignee:

(SEAL)