

Male J. S.
Skamania County, Clerk-Auditor.

Richfield Oil Co. of Calif. to Richfield Oil Corp.

INSTRUMENT OF ASSIGNMENT, TRANSFER AND CONVEYANCE

made the 12th day of March, 1937, between Richfield Oil Company of California, a Delaware corporation, and William C. McDuffie, as Reorganization Trustee of Richfield Oil Company of California, a Delaware corporation (hereinafter called the Grantors), parties of the first part, and Richfield Oil Corporation a Delaware corporation (hereinafter called the Grantee), party of the second part:

WHEREAS the Grantee is the "New Company" referred to and provided for in the Plan of Reorganization of Richfield Oil Company of California, including (as part thereof) a Plan of Reorganization of Pan American Petroleum Company, dated as of August 20, 1936 (hereinafter referred to as the Plan of Reorganization), proposed and filed in proceedings instituted and had under Section 77B of "An Act to Establish a Uniform System of Bankruptcy Throughout the United States," approved July 1, 1898, and Acts amendatory thereof and supplemental thereto, in the United States District Court for the Southern District of California, Central Division, entitled "In the Matter of Richfield Oil Company of California, a corporation, Debtor, Pan American Petroleum Company, a corporation, Subsidiary in Proceedings for the reorganization of a corporation, ~~referred to as the Reorganization of the Richfield Oil Company of California~~ No. 28700-J" (hereinafter referred to as the Reorganization Proceedings); and

WHEREAS, William C. McDuffie was appointed Reorganization Trustee of Richfield Oil Company of California in said Reorganization Proceedings on the 8th day of October, 1936, by Order of the said United States District Court, for the Southern District of California, Central Division, and said Trustee filed the bond required of him to be filed under the terms and conditions of said decree, took oath and entered upon his duties as Trustee and is now acting as such; and

WHEREAS, the appointment of said William C. McDuffie as Reorganization Trustee of Richfield Oil Company of California was made permanent by order of said Court made and entered in said Reorganization Proceedings on the 26th day of October, 1933; and

WHEREAS, the plan of Reorganization was approved and confirmed by an order of said Court duly made and entered in the Reorganization Proceedings on December 23, 1936 (hereinafter called the Order of Confirmation); and

WHEREAS, by an order duly made and entered in the Reorganization Proceedings, dated March 9, 1937, said Court directed that the properties of the parties of the first part be transferred to the New Company on March 12, 1937, and approved the form of this instrument and directed the execution and delivery hereof; and

WHEREAS, all of the acts, provisions and conditions required by said Order of Confirmation to be performed and complied with, both before the execution and delivery and simultaneously with the execution and delivery of this Instrument of Assignment, Transfer and Conveyance by either the Grantors or the Grantee or both, have been performed and complied with as required by said Order of Confirmation and the execution and delivery of this instrument by each of the parties hereto has been duly authorized: and

WHEREAS, this Instrument of Assignment, Transfer and Conveyance is executed and delivered by Richfield Oil Company of California both pursuant to the said Order of Confirmation and as its voluntary act pursuant to resolution of its Board of Directors.

NOW, THEREFORE, THIS INSTRUMENT WHEREFORE, for a valuable consideration, the Grantors hereby grant, bargain, sell, assign, convey, transfer, set over, confirm and deliver unto the Grantee, its successors and assigns, all their right, title and interest in and to all the properties, property rights and assets of every nature and description, tangible and intangible, real property and all interests therein, and relating or appurtenant thereto, chattels real, and personal property and all interests therein and relating or appurtenant thereto, located within the State of Washington, and whether in the possession of the Grantors or of any other person, firm or corporation, owned by Richfield Oil Company of California, a Delaware corporation, or by William C. McDuffie in his capacity as Reorganization Trustee of Richfield Oil Company of California, together with all of the business, good will and privileges thereunto appertaining, including, but without intending to limit the generality of the foregoing description, the following: All buildings, structures, equipment, tools and machinery, pipe lines, terminals, wharves, docks and shipping facilities, storage facilities, plants, appliances, all crude oil, gas and the products thereof, inventories of materials and supplies, manufactured products or products in process of manufacture, all ships, barges, tank cars and other railroad equipment, furniture, automobiles, trucks, trailers, motorcycles and other automotive equipment, stocks, bonds and other securities, cash, claims, demands, rights, choses in action, bills, notes and accounts receivable, policies of insurance, books of account and records, patents, patent rights, copyrights, trade-marks, trade names, applications for any and all thereof, process, formulae, designs and drawings, licenses and shop rights to any patents, patent rights, copyrights, trade-marks, trade names and applications for any and all thereof, all contracts, agreements, leases, franchises and licenses, and all business, good will, rights and privileges.

EXCEPTING FROM the foregoing, however, any and all contracts, agreements, leases, franchises and licenses which by their terms require consent to the assignment or transfer thereof.

TO HAVE AND TO HOLD all of said properties, property rights, assets, business, good will and privileges unto the Grantee, its successors and assigns, forever.

The grantors and each of them hereby agree to execute and deliver to the grantee such further assignments, transfers and conveyances of such properties and assets hereby conveyed or intended so to be or intended to be conveyed and assigned under said Order of Confirmation, including all such deeds, conveyances, bills of sale, endorsements, checks or other instruments of transfer and conveyance, and such consents, requests, certificates and other documents as the grantee may reasonably request.

This assignment transfer and conveyance is intended to convey to the Grantee only the right title and interest of the Grantors in and to the properties, property rights and assets hereby assigned transferred and conveyed or intended so to be, and shall under no circumstances be construed as containing any warranty or covenant as to title or encumbrances, either express or implied, on the part of the Grantors, or either of them, in and to any of the property, property rights and assets covered hereby; and the acceptance of this instrument by the Grantee shall be deemed and construed as full release and discharge of the grantors by the Grantee as to any such warranty or covenant that might otherwise be construed to be contained within or implied from the terms hereof.

Nothing in this instrument contained shall or shall be deemed to prejudice or waive the effect of the compromise with the United States of America as finally confirmed by orders of the United States District Court, dated May 8, 1935, and May 8, 1935, filed in those certain actions in the District Court of the United States for the Southern District of California, Central Division, entitled respectively, "The Republic Supply Company of California, a corporation, Complainant, vs. Richfield Oil Company of California, a corporation, Defendant; Security-First National Bank of Los Angeles, a national banking association, as Trustee, plaintiff, vs. Richfield Oil Company of California, a corporation, and William C. McDuffie, as Receiver of Richfield Oil Company of California, a corporation, Defendants," in Equity Consolidated Cause No. S-125-J, and "The Chase National Bank of the City of New York and Bank of America, as trustees, Plaintiffs, vs. Pan American Petroleum Company, William C. McDuffie, as Receiver of Pan American Petroleum Company, William C. McDuffie, as Receiver of Richfield Oil Company of California, and the Suffolk Corporation, Defendants," in Equity Cause No. W-102-J.

Grantors do hereby irrevocably make, constitute and appoint Grantee their true and lawful attorney for and in the names of Grantors or either of them, but on behalf of Grantee, and at Grantee's own expense to demand, institute legal proceedings for, collect and receive any and all sums of money which are or shall become due, owing or payable to Grantors by any and all persons, firms and corporations, whatsoever, and upon receipt thereof to execute and deliver effectual receipts, releases and discharges therefor; to adjust and compromise any and all claims and indebtednesses; to endorse any and all notes, checks, drafts or bills of exchange which may require the endorsements of Grantors or either of them for deposit as cash or for collection; to continue the prosecution and defense of all actions at law, in equity or in admiralty, and all other proceedings now pending in any and all courts, tribunals and jurisdictions to which actions Grantors or either of them are parties; to execute, deliver, acknowledge and/or enter satisfactions of any and all mortgages, liens, or other securities; giving and granting unto the said Grantee full power and authority to do and perform all lawful acts requisite for effecting any of the foregoing; hereby ratifying and confirming all that the said Grantee shall do therein by virtue of these presents.

This assignment, transfer and conveyance shall inure to the benefit of, and be binding upon, the respective parties hereto and their successors and assigns.

This instrument shall be simultaneously executed in one or more counterparts, any of which so executed shall be deemed an original and such counterparts together shall constitute one and the same instrument.

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

(Corporate seal affixed,

RICHFIELD OIL COMPANY OF CALIFORNIA

By R. W. Walsh, President

Attest: R. J. Pagen, Secretary

Wm. C. McDuffie
As Reorganization Trustee of
Richfield Oil Company of California.

RICHFIELD OIL CORPORATION

By Chas. S. Jones, President

Attest: M. R. Gross, Secretary

(Corporate seal affixed)

STATE OF CALIFORNIA }
County of Los Angeles } ss

On this 12th day of March, A.D. 1937, before me personally appeared R. W. Walsh, to me known to be the President, and R. J. Egan, to me known to be the Secretary of Richfield Oil Company of California, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

(notarial seal affixed)

H. R. Leonard
Notary Public in and for the County
of Los Angeles, State of California
residing at Los Angeles. My commis-
sion expires March 30, 1939

STATE OF CALIFORNIA)
County of Los Angeles) ss.

On this 12th day of March, A.D. 1937, before me personally appeared Chas. S. Jones, to me known to be the President, and M. R. Gross, to me known to be the Secretary of Richfield Oil Corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

(Notarial seal affixed)

H. R. Leonard
Notary Public in and for the County
of Los Angeles, State of California
residing at Los Angeles. My
commission expires March 30, 1939

STATE OF CALIFORNIA)
County of Los Angeles) ss.

On this day personally appeared before me William C. McDuffie, to me known to be the individual described in and who executed the within and foregoing instrument as Reorganization Trustee of Richfield Oil Company of California, and acknowledged that he signed the same as such Reorganization Trustee as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 12th day of March, 1937.

(Notarial seal affixed)

H. R. Leonard
Notary Public in and for the County
of Los Angeles, State of California
residing at Los Angeles. My Com-
mission Expires March 30, 1939

STATE OF CALIFORNIA)
County of Los Angeles.) ss.

I, L. L. Lampton, County Clerk and Clerk of the Superior Court of the State of California, in and for said County, the same being a court of record of the aforesaid County, having by law a seal, do hereby certify that H. R. Leonard, whose name is subscribed to the attached certificate of acknowledgment, proof or affidavit, was at the time of taking said acknowledgment, proof or affidavit, a Notary Public IN AND FOR LOS ANGELES COUNTY, duly commissioned and sworn and residing in said County, and was, as such, an officer of said State, duly authorized by the laws thereof to take and certify the same, as well as to take and certify the proof and acknowledgment of deeds and other instruments in writing;

to be recorded in said State, and that full faith and credit are and ought to be given to his official acts; that the impression of his official seal is not required by law to be filed in the office of the County Clerk: I further certify that I am well acquainted with his handwriting and verily believe that the signature to the attached certificate is his genuine signature, and further that the annexed instrument is executed and acknowledged according to the laws of the State of California.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Superior Court this 16 day of March, 1937.

(Superior court seal affixed)

L. E. Lampton,
County Clerk and Clerk of the Superior
Court of the State of California, in and
for the County of Los Angeles.

By F. E. Morgan, Deputy.

Filed for record March 27, 1937 at 11-00 a.m. by Bogle, Bogle, & Gates.

Mable J. Morgan
Shasta County, Clerk-Auditor.

#23873

Irwin L. Betzel et ux to Portland Assn. of Credit Men et al
WASHINGTON PARTNERSHIP COMMON LAW ASSIGNMENT

THIS INDENTURE Made this 30th day of March, 1937, by and between Irwin L. Betzel and Bonnie Stockwell Betzel his wife a partnership doing business under the firm name and style of Betzel for Drugs engaged in business at North Bonneville, Washington hereinafter called "Assignors" and the Adjustment Bureau of the Portland Association of Credit Men, a corporation duly organized and existing under and by virtue of the laws of the State of Oregon, and Louis Schaefer hereinafter called "Assignees", WITNESSETH:

WHEREAS, said Assignors are unable to pay the claims and demands of their creditors as they mature in the ordinary course of business, a list of which creditors is herewith furnished to said Assignees showing the amounts respectively due and owing to said creditors by said Assignors; and,

WHEREAS, said Assignors desire to pay each and every bona fide creditor filing a claim with said Assignees as hereinafter provided for, and whether or not said creditor may be mentioned in said list furnished to said assignees equally and ratably by transferring and assigning all of their property for the benefit of their creditors to said Assignees and without the intervention of legal proceedings; and,

WHEREAS, said Assignees are willing to take an assignment and conveyances from said Assignors of all of their property of every kind and description for the purposes and on the terms herein set forth;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the Assignors, for and in consideration of the premises aforesaid and of the covenants hereinafter contained, and for the sum of one Dollar to them in hand paid by said Assignees, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey, confirm, assign, transfer and deliver over unto said Assignees all of that certain stock of goods, wares and merchandise consisting principally of a stock of Drugs and sundries now located and being at the place of business of said Assignors known and described as Drug Store in Schmitz Johnson Bldg., North Bonneville, Wash., together with all fixtures, tools, appliances, equipment, bills and accounts receivable, cash on hand, bank accounts, bank deposits, insurance policies, books of account and records, all United States mail in transit, good will, choses in action, and all property of every kind and description in which it may have any right, title or interest wherever the same may be located, and whether or