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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

For ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, THE ANSCHUTZ CORPORATION (herein called "Assignor"), 2400 Anaconda Tower, 555 Seventeenth Street, Denver, Colorado, hereby assigns and conveys to HARP LIMITED PARTNERSHIP (herein called "Assignee"), 375 Park Avenue, New York, New York 10017, an overriding royalty interest equal to an undivided two percent of all oil, gas and other hydrocarbons produced, saved and sold from the land described in Exhibit "A" attached hereto and made a part hereof, or if no land is described in Exhibit "A" for a particular lease, then as to that lease, from the land actually covered by such lease (all of such land being herein called the "Land") under and pursuant to the leases described in Exhibit "A" and any extensions thereof and any renewals thereof taken or acquired by Assignor or its affiliates (as defined below) within six months after the date of termination of the lease described in Exhibit "A" of which the new lease is a renewal (all of such leases being herein called the "Leases"), subject to the following terms and conditions:

A. The overriding royalty interest herein assigned (the "Overriding Royalty Interest") is subject to the terms and provisions of the Leases and any amendments or modifications thereto.

B. The Overriding Royalty Interest shall be free and clear of all drilling, developing, and operating costs and expenses except the proportion equal to Assignee's interest in the oil, gas and other hydrocarbons produced, saved and sold from the Land of all costs incurred in dehydrating, treating, transporting, boosting, compressing or otherwise processing such oil, gas and other hydrocarbons in order to make the same marketable.

C. Without limiting the oil, gas and other hydrocarbons (collectively, "Hydrocarbons") that may otherwise be deemed not to have been saved and sold from the Land for purposes of this Assignment, Hydrocarbons included in the following categories shall be deemed not to have been saved and sold from the Land for purposes of this Assignment:

(1) Hydrocarbons that are used for operations on or in connection with the Land or the Leases, including without limitation, Hydrocarbons used in any central plant serving any of the Leases or any wells located on the Land;

(2) Hydrocarbons injected into injection wells located on the Land or on land pooled therewith or otherwise used in connection with any recycling, pressure maintenance or other operational program affecting the Land or any wells located thereon.

In addition, before calculating the Overriding Royalty Interest, Assignor may deduct from the Hydrocarbons upon which the Overriding Royalty Interest would otherwise be based the amount of all Hydrocarbons included in the above two categories that were not produced from the Land under and pursuant to the Leases. Even if the Leases provide that



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shut-in gas payments shall be made as royalties rather than rentals, Assignee shall not be entitled to any payment in connection with such shut-in gas payments. Except as may be otherwise provided in this Assignment, the Overriding Royalty Interest shall be treated, computed, paid and delivered to Assignee in the same manner and under the same terms and conditions as are provided in each of the Leases for the payment or delivery of royalties to the lessor therein.

D. Assignee shall bear and pay all taxes and governmental assessments of every nature whatever which may now or hereafter be applicable to or in any manner connected with or a lien upon the Overriding Royalty Interest or the production attributable thereto or the income produced therefrom, including without limitation all production, severance, gathering, transportation and similar taxes. Assignee shall also bear and pay such other costs and charges as would be applicable to and similarly borne by lessors' royalties under the terms of the Leases.

E. Assignor reserves the right to pool and unitize the Overriding Royalty Interest under such terms, conditions and provisions as Assignor may decide and any such pooling and unitization shall be binding upon Assignee. Nevertheless, if requested by Assignor, Assignee agrees to consent to and join any unit operation and agreement.

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F. The phrase "under and pursuant to the Leases" as used in this Assignment includes without limitation any and all effects resulting from the lessor under any particular Lease owning less than the entire and undivided fee simple interest in the oil and gas mineral estate in the portion of the Land covered by that Lease. Specifically, the use of such phrase in the granting clause of this Assignment means that if the lessor under a particular Lease owns less than the entire and undivided fee simple interest in the oil and gas mineral estate in the portion of the Land covered by that Lease, then the Overriding Royalty Interest insofar as it relates to that Lease shall be based only upon otherwise eligible Hydrocarbons attributable to the portion of such oil and gas mineral estate owned by such lessor.

G. The term "affiliates" as used in the granting clause of this Assignment includes only those entities in which Assignor directly or indirectly owns a majority interest and those entities which directly or indirectly own a majority interest in Assignor.

H. Nothing contained in this Assignment shall be deemed or construed to require Assignor, and Assignor shall have no obligation, to keep, drill upon, produce from or operate the Leases. Assignor reserves the right to act or omit to act in such manner that the Leases or any of them terminate or expire for any reason whatsoever.

I. It is agreed that with respect to United States government leases only, the portion of the Overriding Royalty Interest which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregates in excess of 17½ percent shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.



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J. Except as otherwise provided in this paragraph, Assignor warrants that Assignor's title to sufficient interest in the Leases to enable Assignor to assign the Overriding Royalty Interest is free and clear of liens, claims, encumbrances and defects of title arising by, through or under Assignor, but not otherwise. The Overriding Royalty Interest is otherwise conveyed to Assignee without warranty or recourse. Assignor's warranty given in this paragraph does not extend to or cover any lien, claim, encumbrance or defect of title resulting from any event or occurrence other than (i) Assignor's sale, mortgage or assignment of interests in the Leases of such magnitude that Assignor's retained interests in the Leases are insufficient to enable Assignor to assign the Overriding Royalty Interest, or (ii) claims for money or taxes due from Assignor that result in a lien on the Overriding Royalty Interest.

References in Exhibit "A" to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibit "A" are to the official real property records of the county or counties in which the land to which the Overriding Royalty Interest relates is located and in which records such instruments are in fact recorded or in which records like instruments are or in the past have been customarily recorded, whether Deed Records, Oil and Gas Records, Oil and Gas Lease Records or other records.

Additional separate assignments of the Overriding Royalty Interest may be executed on approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Any such assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully as though the same were set forth in each such assignment. The interests conveyed by such separate assignments are the same as and not in addition to the Overriding Royalty Interests.

Rights and obligations under this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective personal representatives, heirs, successors and assigns.

This Assignment of Overriding Royalty Interest is executed on the date shown in the acknowledgment set forth below, is delivered on October 24, 1980, and is effective for all purposes as of 7:00 a.m., local time, on the first day of the month following the delivery of this Assignment.

THE ANSCHUTZ CORPORATION

ATTEST:

By Lillian J. Lentz
Assistant Secretary

By Wm. A. Williams
Vice President

STATE OF COLORADO)

CITY AND COUNTY OF DENVER)

) ss.

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Before me, Janet L. Frase, a Notary
Public duly commissioned, qualified and acting, in and for

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said county and state, on this day personally appeared the within named Miles A. Williams and Lillian F. Lentz, personally known to me to be the identical persons whose names are subscribed to the foregoing instrument, and personally known to me to be the Vice President and Assistant Secretary, respectively, of The Anschutz Corporation, a Kansas corporation, the corporation described in and that executed the within instrument, and stated and acknowledged to me that they executed and delivered said instrument for the uses, purposes and consideration therein expressed, on behalf of and as the act and deed of said corporation, on the day and year herein mentioned, that they were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and that said corporation executed the same.

Given under my hand and official seal this 24th day of October, 1980.

Janet L. Lease
Notary Public residing at
Churroa, Colorado

My commission expires: 11-22-81.

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- L-4666-XXX Oil, Gas and Mineral Lease dated January 21, 1980, by and between W. Royce Morris, A/K/A/ William Royce Morris, and wife, Olive H. Morris, as Lessor, and Murff F. Bledsoe, III, as Lessee, covering 561.00 acres of land, more or less, and being recorded in Volume 328 at page 685 of the Deed Records of Shelby County, Alabama.
- L-4666-YYY Oil, Gas and Mineral Lease dated January 11, 1980, by and between John Lewis Cates, and wife, Jacquelyn H. Cates, as Lessor, and Murff F. Bledsoe, III, as Lessee, covering 452.00 acres of land, more or less, and being recorded in Volume 328 at page 688 of the Deed Records of Shelby County, Alabama.
- L-4666-ZZZ Oil, Gas and Mineral Lease dated January 11, 1980, by and between Cates Milk Hauling, Incorporated, a Alabama Corporation, by and through its duly authorized President, John Lewis Cates and Jacquelyn H. Cates, Secretary, as Lessor, and Murff F. Bledsoe, III, as Lessee, covering 117.00 acres of land, more or less, and being recorded in Volume 328 at page 691 of the Deed Records of Shelby County, Alabama.
- L-4666-AAAA Oil, Gas and Mineral Lease dated January 31, 1980, by and between Albert M. Muncy, a widower of Elfie E. Muncy, deceased, as Lessor, and Murff F. Bledsoe, III, as Lessee, covering 397.0 acres of land, more or less and being recorded in Volume 328 at page 693 of the Deed Records of Shelby County, Alabama.
- L-4666-BBBB Oil, Gas and Mineral Lease dated January 24, 1980, by and between W. Royce Morris and Son, an Alabama General Partnership composed of W. Royce Morris and wife, Olive H. Morris; Randall R. Morris and wife, Donna Reed Morris, as Lessor, and Murff F. Bledsoe, III, as Lessee, covering 80.00 acres of land, more or less, and being recorded in Volume 328 at page 695 of the Deed Records of Shelby County, Alabama.
- L-4666-CCCC1 Oil, Gas and Mineral Lease dated February 11, 1980, by and between Jeffery C. Cates, as Lessor and Murff F. Bledsoe, III, as Lessee, covering 227.0 acres of land, more or less, and being recorded in Volume 328 at page 697 of the Deed Records of Shelby County, Alabama.
- L-4666-CCCC2 Oil, Gas and Mineral Lease dated February 12, 1980, by and between John H. Cates, James R. Cates and wife, Diana L. Cates, as Lessor and Murff F. Bledsoe, III, as Lessee, covering 227.0 acres of land, more or less and being recorded in Volume 328 at page 699 of the Deed Records of Shelby County, Alabama.
- L-4666-DDDD Oil, Gas and Mineral Lease dated January 17, 1980, by and between Leon C. Baker and wife, Nellie Jack Baker, as Lessor, and Murff F. Bledsoe, III, as Lessee, covering 107.0 acres of land, more or less, and being recorded in Volume 328 at page 701 of the Deed Records of Shelby County, Alabama.
- L-4666-EEEE Oil, Gas and Mineral Lease dated January 31, 1980, by and between Albert E. Hylton and wife, Faye M. Hylton, as Lessor, and Murff F. Bledsoe, III, as Lessee, covering 101.00 acres of land, more or less, and being recorded in Volume 328 at page 703 of the Deed Records of Shelby County, Alabama.

- AL-4666-FFFF Oil, Gas and Mineral Lease Dated February 9, 1980, by and between Gerald G. Dorough and wife, Bobby J. Dorough, as Lessor, and Murff F. Bledsoe, III, as Lessee, covering 21.00 acres of land, more or less, and being recorded in Volume 328 at page 705 of the Deed Records of Shelby County, Alabama.
- AL-4666-GCCG Oil, Gas and Mineral Lease dated February 6, 1980, by and between A.W.Dorough and wife, Ruth G. Dorough, as Lessor, and Murff F. Bledsoe, III, as Lessee, covering 58.00 acres of land, more or less and being recorded in Volume 328 at page 707 of the Deed Records of Shelby County, Alabama.
- AL-4666-HHHH Oil, Gas and Mineral Lease dated February 9, 1980, by and between Sam T. Gallups and wife, Lois E. Gallups, as Lessor, and Murff F. Bledsoe, III, as Lessee, covering 155.00 acres of land, more or less, and being recorded in Volume 328 at page 709 of the Deed Records of Shelby County, Alabama.
- AL-4666-IIII Oil, Gas and Mineral Lease dated February 6, 1980, by and between Murphy T. Stinson, and wife, Linda K. Stinson, as Lessor, and Murff F. Bledsoe, III, as Lessee, covering 41.00 acres of land, more or less, and being recorded in Volume 328 at page 711 of the Deed Records of Shelby County, Alabama.
- AL-4666-JJJJ Oil, Gas and Mineral Lease, dated February 5, 1980, by and between Clyde McEwen, a single man, as Lessor, and Murff F. Bledsoe, III, as Lessee, covering 354.00 acres of land, more or less, and being recorded in Volume 328 at page 713 of the Deed Records of Shelby County, Alabama.
- AL-4666-KKKK Oil, Gas and Mineral Lease dated January 22, 1980, by and between Walton N. Dorough, as single man, as Lessor and Murff F. Bledsoe, III, as Lessee, covering 278.00 acres of land, more or less, and being recorded in Volume 328 at page 715 of the Deed Records of Shelby County, Alabama.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
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Thomas G. Browder, Jr.
JUDGE OF PROBATE

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