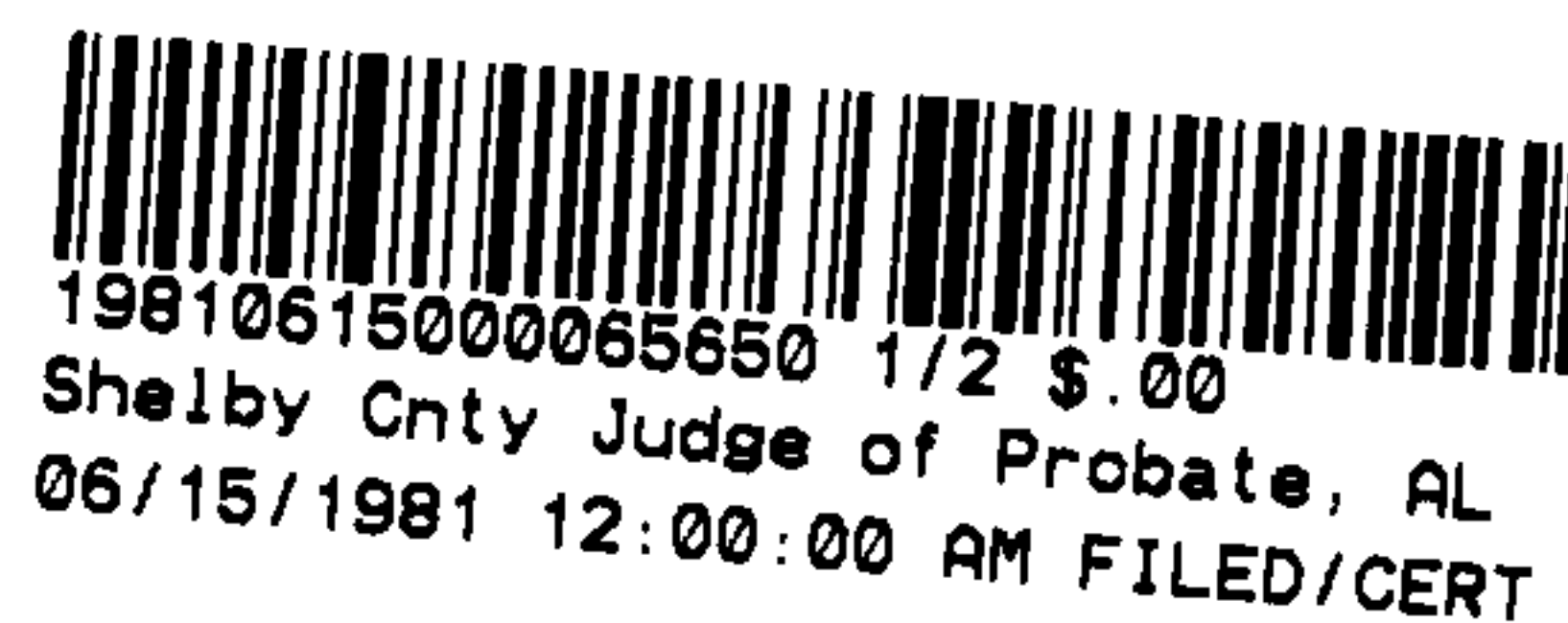


CORRECTED ASSIGNMENT OF OIL AND GAS LEASES

THE STATE OF ALABAMA

THE COUNTY OF SHELBY



WHEREAS, the undersigned, Murff F. Bledsoe, III, of Houston, Texas, (hereinafter called "Assignor"), executed an Assignment of Oil and Gas Leases, dated April 2, 1980, in favor of THE ANSCHUTZ CORPORATION, (hereinafter called "Assignee"), which was recorded in the Deed Records of Shelby County, Alabama, in Book 38, at page 475, and

WHEREAS, the prior Assignment contained an error as to the amount of over-riding royalty retained in Paragraph 4; and

WHEREAS, Assignor desires to correct the error contained in Paragraph 4 of the prior assignment so that the correct amount of over-riding royalty reserved by Assignor is placed of record in the Deed Records of Shelby County, Alabama.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby amend and replace Paragraph 4 of said Assignment in order for it to hereafter read as follows:

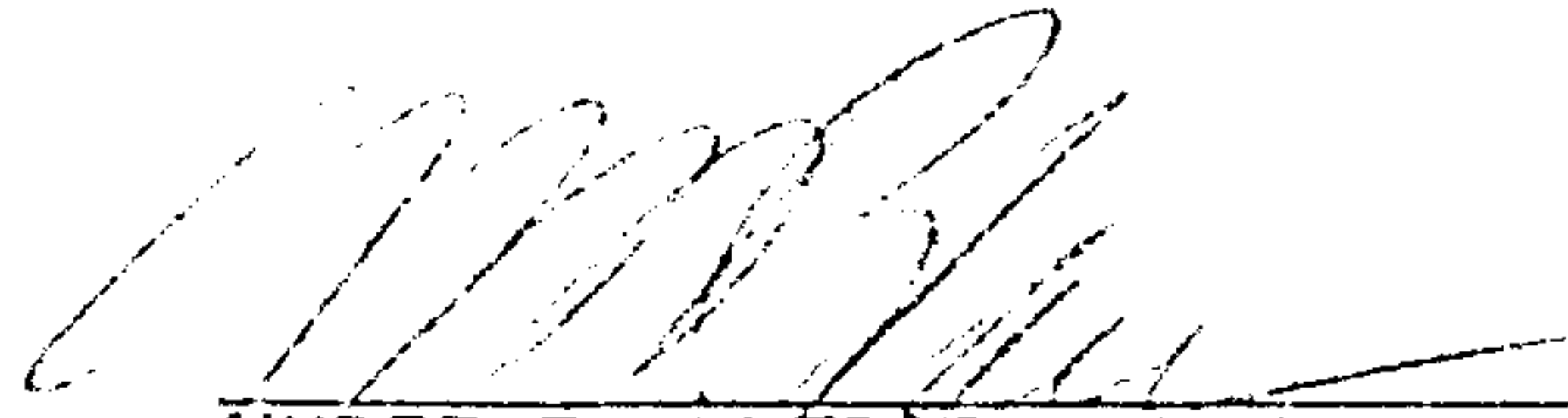
"The Assignor herein, Murff F. Bledsoe, III, does hereby except and reserve unto himself, his heirs and assigns, as a perpetual over-riding royalty interest that shall be delivered to Assignor, his heirs and assigns, into the pipelines, tanks or other receptacles with which the wells may be connected, free and clear of all development, operating, production, and other costs, 2.25% (two and twenty-five hundredths percent of eight-eighths (8/8) of all oil, gas and other minerals in and under and that may be produced and saved from the lands described above, under and by virtue of the leases described in the subject Assignment, or any modifications, extensions, or renewals thereof, but Assignor shall in every year bear and pay all ad valorem, production, severance, and other taxes assessed against such over-riding royalty interest, the production therefrom and the proceeds of said production."



2400 ANACONDA TOWER  
555 SEVENTEENTH STREET  
DENVER, COLORADO 80202

And for the said consideration, Assignor does hereby execute this amendment and correction assignment, subject to the terms and conditions thereof, as fully, for all intents and purposes, as if said over-riding royalty was originally as amended above.

EXCEPT AS ABOVE AMENDED, said Assignment is in no other respect altered or modified.

  
MURFF F. BLEDSOE, III



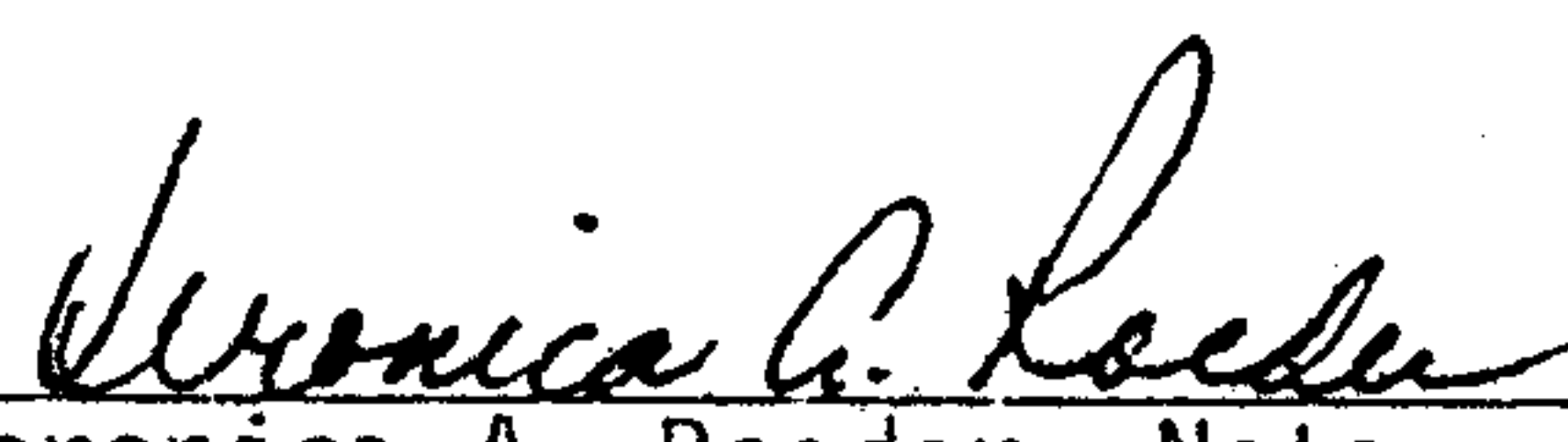
19810615000065650 2/2 \$.00  
Shelby Cnty Judge of Probate, AL  
06/15/1981 12:00:00 AM FILED/CERT

THE STATE OF TEXAS

COUNTY OF HARRIS

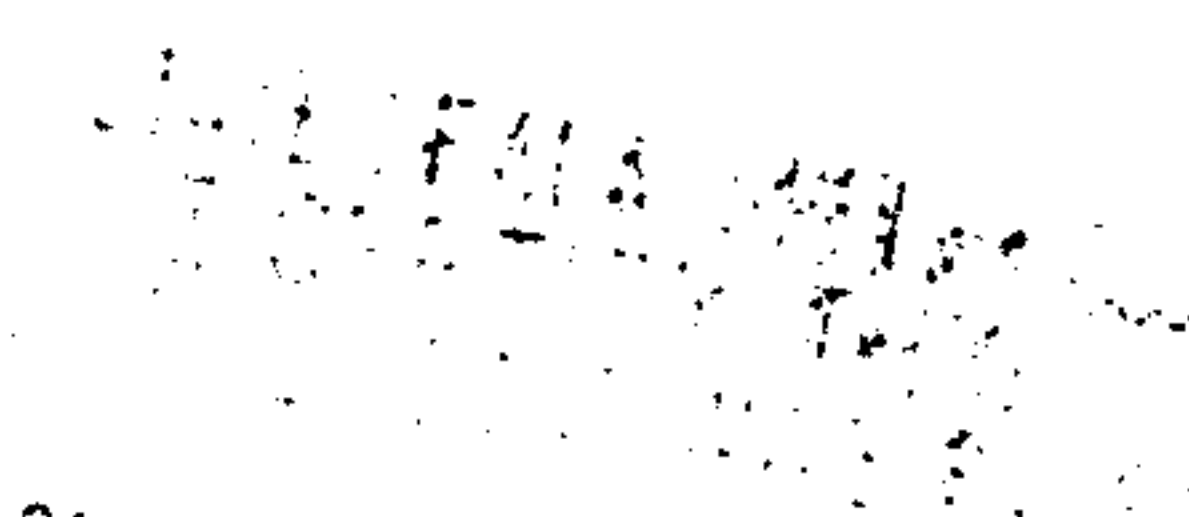
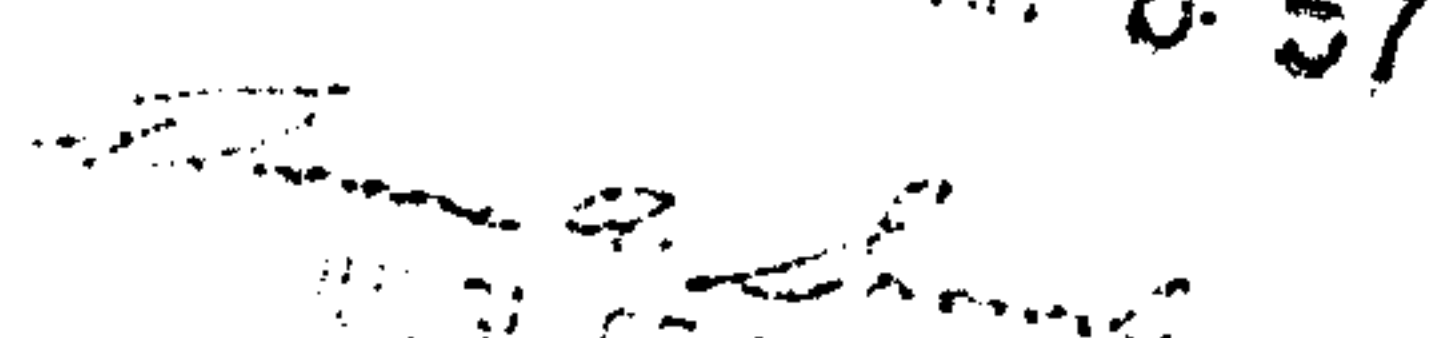
BEFORE ME, the undersigned authority, a notary public in and for said County and State, appeared Murff F. Bledsoe, III, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free act and deed and for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 22nd day of April, 1981.

  
Veronica A. Roeder, Notary Public,  
Harris County, Texas.

My Commission Expires: 2/14/84



  
1981 JUN 15 AM 8:57  
  
JUDGE OF PROBATE

Recd 3.00  
Jud 1.00  
4.00

BOOK 41 PAGE 37