

ASSIGNMENT OF OVERRIDING ROYALTY

THE ANSCHUTZ CORPORATION, 2400 Anaconda Tower, Denver, Colorado 80202, hereinafter called Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, bargain, convey, transfer, assign and deliver unto the following named parties the interest set out opposite their names, of all oil and/or gas produced, saved and sold from the oil and gas leasehold estates and any extensions or renewals thereof, with respect to the oil and gas leases and lands described on Exhibit "A" attached hereto and made a part hereof:

Charles D. Williams, and
Boneda M. Williams, as Joint Tenants
2178 South Field Way
Lakewood, Colorado 80227
an undivided .75 of 1% of 8/8ths

James E. Barkdull
6790 South Adams Way
Littleton, Colorado 80122
an undivided .25 of 1% of 8/8ths

Dietrich H. Roeder
9225 West Jewell Place
Number 107
Lakewood, Colorado 80227
an undivided .25 of 1% of 8/8ths

Miles A. Williams
2608 South Allison Street
Lakewood, Colorado 80227
an undivided .25 of 1% of 8/8ths

John D. Haley
561 East Caley Drive
Littleton, Colorado 80121
an undivided .20 of 1% of 8/8ths

First City National Bank of Houston
Trust Royalty Pool #2 of The Anschutz
Corporation - P. O. Box 2557
Houston, Texas 77001
an undivided .50 of 1% of 8/8ths

Mountain States Gas Development Company
2400 Anaconda Tower
Denver, Colorado 80202
an undivided 1.175% of 8/8ths

The overriding royalty interest hereinabove assigned is subject to the following terms, provisions and conditions:

A. Said overriding royalty interest is subject to the terms and provisions of said leases described on said Exhibit "A", and any amendments or modifications of said leases.

B. Said overriding royalty interest shall be free and clear of all drilling developing, operating costs and expenses except such costs, if any, incurred in dehydrating, treating, transporting, boosting, compressing or otherwise processing same in order to make same marketable, and same shall be calculated after deducting oil and gas used for operations on the premises, with the option on the part of Assignor to deduct the proportionate part of fuel used in any central plant serving the premises or of using other than the identical oil and gas produced for operations on the premises, and deducting any so used, but Assignee shall bear and pay all taxes of every nature whatever, which may now or hereafter be applicable to or in any manner connected with or a lien upon Assignee's overriding royalty interest or the production attributable thereto, including without limitation all production, severance, gathering, transportation or similar taxes attributable to Assignee's interest, and such other costs and charges as shall be applicable to and borne by lessor's royalties under the terms of the leases. If Assignor shall reinject gas produced under said leases or from land pooled therewith into injection wells situated on land covered by said Exhibit "A" leases or lands pooled therewith in connection with any recycling or pressure maintenance program, the quantity of gas produced under said leases or from land pooled therewith which is thus reinjected into said injection wells shall be deducted before the overriding royalties herein assigned are computed. No overriding royalties shall be payable upon gas and casing-head gas used for recycling or repressuring operations benefiting said lands. In the event the leases above described provide that shut-in gas payments shall be made as royalties rather than rentals, Assignee herein shall not be entitled to any payment with respect to said overriding royalty in connection with such payments. Except as may be otherwise provided in this assignment, the overriding royalty herein assigned shall be treated computed, paid and/or delivered to the Assignee in the same manner and under the same terms and conditions as are provided in each lease for the payment or delivery of royalties to the lessor therein.

C. The overriding royalty may be pooled and unitized in the same manner and under the same and identical terms, conditions and provisions as the lessor's royalties may be pooled and unitized under the terms of each lease above described.

D. The overriding royalty herein assigned is based upon the assumption that the leases described on Exhibit "A" cover and affect the entire fee simple mineral estate in the lands covered thereby. In the event of loss or failure of title as to the whole or any portion of the leased premises, the overriding royalty interest as to such lease and lands affected by such loss or failure of title shall be reduced in the proportion in which title shall have failed, and in such event the overriding royalty interest herein assigned shall be proportionately reduced. If the lease described in Exhibit "A" attached hereto covers less than the entire and undivided fee simple estate therein, then and in such event the overriding royalty interest herein assigned shall be proportionately reduced.

E. No obligations, either expressed or implied, shall arise by reason of the assignment herein by Assignor of overriding royalty interest which shall obligate Assignor to keep, drill, produce, operate and maintain the said leases in force and effect either by the payment of rentals, compensatory royalties or other payments, or by the drilling of any wells upon the lands with respect to which the overriding royalty interest in said leases is hereby assigned, it being expressly understood that Assignee is to receive said overriding royalty interest in such production only out of the oil, gas and other hydrocarbon substances and minerals, if, as and when produced, saved and marketed at the sole will of Assignor from said lands under the terms and provisions of each lease, and Assignor herein his heirs, successors, assigns, and/or legal representatives, may release said leases or any part thereof at will and without liability to Assignee, their heirs, successors, assigns and/or legal representatives.

F. The overriding royalty interest herein assigned shall be applicable to any renewal, extension or new lease taken or acquired by Assignor, its successors and assigns, within a period of six (6) months from date of the termination of any lease described in Exhibit "A" as to the land and minerals covered and affected by said new lease.

This Assignment is made without covenants of warranty, either expressed or implied but shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

This instrument executed this 15th day of December, 1981.

ATTEST:

THE ANSCHUTZ CORPORATION

By: Walter J. Christensen
Assistant Secretary

By: Lillian F. Lentz
Lillian F. Lentz, Asst. Vice President

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

Before me, the undersigned authority, on this day personally appeared LILLIAN F. LENTZ, Assistant Vice President of THE ANSCHUTZ CORPORATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

Given under my hand and seal of office, this 15th day of December, 1981.

My Commission Expires:

My Commission Expires April 5, 1983

M. A. Hoyer
M. A. Hoyer

EXHIBIT "A"

357 PAGE 924

BOOK

AL-4831-M

Oil, Gas and Mineral Lease dated December 18, 1980, by and between Millard W. Lawrence, et ux., as Lessors, and The Anschutz Corporation, as Lessee, covering 100.00 acres, more or less, and being recorded in Volume 331 at Page 227 of Deed Records of Shelby County, Alabama.

AL-4758-I

Oil and Gas Lease dated August 28, 1980, by and between Owen K. Tidwell, et ux., as Lessors, and The Anschutz Corporation, as Lessee, covering 172.00 acres, more or less, and being recorded in Volume 329 at Page 223 of the Deed Records of Shelby County, Alabama.

AL-4806-VVV

Oil and Gas Lease dated December 29, 1980, by and between The First National Bank of Birmingham, Trustee, and The Anschutz Corporation, as Lessee, covering 597.00 acres, more or less, and being recorded in Volume 330 at Page 855 of the Deed Records of Shelby County, Alabama.

EXHIBIT "A"

AL-4831-QQQQ

Oil, Gas and Mineral Lease dated January 22, 1981, by and between Britt Ingram, et ux., as Lessors, and The Anschutz Corporation, as Lessee, covering 320.00 acres, more or less, and being recorded in Volume 331 at Page 693 of the Deed Records of Shelby County, Alabama.

AL-4831-RRRR

Oil, Gas and Mineral Lease dated January 22, 1981, by and between Britt Ingram, et al., as Lessors, and The Anschutz Corporation, as Lessee, covering 82.00 acres, more or less, and being recorded in Volume 331 at Page 696 of the Deed Records of Shelby County, Alabama.

AL-4859-J

Oil, Gas and Mineral Lease dated January 27, 1981, by and between Elsie G. Powell, as Lessor, and The Anschutz Corporation, as Lessee, covering 537.50 acres, more or less, and being recorded in Volume 332 at Page 12 of the Deed Records of Shelby County, Alabama.

BOOK 357 PAGE 925

WHEN RECORDED, PLEASE RETURN TO
THE ANSCHUTZ CORPORATION
2400 ANACONDA TOWER
DENVER, COLORADO 80202

7960

AL-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.

AL-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.

AL-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.

AL-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.

AL-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.

AL-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.

AL-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.

AL-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.

AL-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.

BOOK 357 PAGE 926

- 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-GGGG 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 716 of the Deed Records of Shelby County, Alabama.

BOOK 357 PAGE 927

Deed TAX 16.50
Mineral TAX 90.43
Rec 51.00
Ind 1.00

158.93

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1984 AUG -7 PM 3:08

Thomas A. Snowdon, Jr.
JUDGE OF PROBATE