

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.

EXHIBIT "A"

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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.

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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.

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- 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.

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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