

JUL 24 1984

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.

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2400 Anaconda Tower
555 - 1st Street
Denver, Colorado

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: [Signature]

Assistant Secretary

By: [Signature]

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

[Signature]
M. A. Hyer

Notary Public residing in Denver, Colorado

This instrument was prepared by Lillian F. Lentz of The Anschutz Corporation, 2400 Anaconda Tower, 555 Seventeenth Street, Denver, Colorado 80202.

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EXHIBIT "A"

AL-4859-I1

Oil, Gas and Mineral Lease dated January 27, 1981, by and between Catherine C. Crow, et vir., as Lessors, and The Anschutz Corporation, as Lessee, covering 170.00 acres, more or less, and being recorded in Volume 332 at Page 27 of the Deed Records of Shelby County, Alabama. Recorded in Volume 142 at Page 962 of the Deed Records of St. Clair County, Alabama. *5 yrs*

*Rec'd 120
Vol 850*

AL-4859-K1

Oil, Gas and Mineral Lease dated January 27, 1981, by and between The First National Bank of Birmingham, et al., as Lessors, and The Anschutz Corporation, as Lessee, covering 250.00 acres, more or less, and being recorded in Volume 332 at Page 18 of the Deed Records of Shelby County, Alabama. Recorded in Volume 142 at Page 970 of the Deed Records of St. Clair County, Alabama. *5 yrs*

*Rec'd 125
Vol 1205*

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Deed Tax \$
Mfr Tax 5.00 *addl sign*
File Fee 22.50
Recording Fee 27.50
Total

1984 JUL -9 PM 2 30
RECEIVED
INSTRUMENT 171
NOTARIAL PUBLIC
STATE OF ALABAMA

STATE OF ALABAMA
I CERTIFY THAT
INSTRUMENT 171
1984 OCT -2 AM 8:43
JUDGE

RECORDING FEES
Recording Fee \$ 35.00
Index Fee 1.00
TOTAL \$ 36.00

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

8033

9/59