

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST.

STATE OF NEVADA
COUNTY OF EUREKA

KNOW ALL MEN BY THESE PRESENTS:

THAT, GENERAL AMERICAN OIL COMPANY OF TEXAS, Meadows Building, Dallas, Texas 75206 ("Assignor") for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby convey, transfer and assign unto HARRY K. VEAL and FAYE J. VEAL, his wife, and SUZANNE D. BUCY and M. PEYTON BUCY, her husband, 1776 Lincoln Street, Denver, Colorado 80203 ("Assignee"), an overriding royalty, free and clear of all costs and expenses of development and operation, in the amount of 3% of 8/8ths, of all oil, casinghead gas, gas and gas condensate produced, saved and sold under the terms and conditions of each of the leases described in Exhibit A hereto (the "Subject Leases") and any modifications, extensions, and/or renewals thereof; subject, however, to the following:

1. This Assignment of Overriding Royalty is made without warranty of title, either express or implied.
2. Assignor hereby excepts from this Assignment and reserves unto itself the right and power, as set forth in the Subject Leases, to pool, unitize and/or communitize any acreage covered by the Subject Leases without the consent of Assignee. In the event of such a pooling, unitization and/or communitization, the overriding royalty hereby assigned shall be proportionately reduced as to such acreage on the same basis and in the same manner as a royalty provided for in the Subject Leases.
3. The overriding royalty assigned herein is subject to proportionate reduction if: (a) the Subject Leases cover less than the full mineral interest in the lands covered thereby; or (b) the working interest held by Assignor is less than the full working interest.
4. All ad valorem, production, severance and windfall profits and other similar taxes charged against or measured by the production accruing thereto shall be paid by Assignee.

5. This Assignment shall never be deemed as imposing an obligation on Assignor to conduct any operations on the Subject Leases or to maintain the Subject Leases in effect, and all operations on said Leases, if any, as well as the preservation of the Subject Leases by rental payment or otherwise shall be solely at the discretion of, and without recourse against Assignor.
6. The overriding royalty interest assigned herein shall not, in any event, be paid or accrued upon any oil, casinghead gas, gas or gas condensate used for operating, development or production purposes upon the Subject Leases or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefiting said Leases.

EXECUTED this 1st day of March, 1982.

GENERAL AMERICAN OIL COMPANY OF TEXAS

By: *Paul M. Thompson*
 Paul M. Thompson, Vice President *gs*

STATE OF TEXAS
 COUNTY OF DALLAS

On this 14th day of June, 1982, before, the undersigned officer, personally appeared PAUL M. THOMPSON, who acknowledged himself to be the Vice President of GENERAL AMERICAN OIL COMPANY OF TEXAS, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

In witness whereof I hereunto set my hand and official seal.



L. Jean McCowan
 NOTARY PUBLIC in and for
 Dallas County, Texas

My commission expires:
12-31-84

LEASE SCHEDULE

EXHIBIT "A" PAGE 1 STATE OF Nevada COUNTY OF Eureka

LEASE NO. LESSOR LESSOR DATE DESCRIPTION RECORDING BOOK PAGE

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|-----------------|--------------------------|--------------------------|----------------|---|-----------|------------|
| <p>21583.01</p> | <p>Mary Helen Conlan</p> | <p>James E. Sullivan</p> | <p>3-18-80</p> | <p>Township 18 North; Range 48 East Sec. 14: E/2 SW NW SW, W/2 SE NW SW, SE SE NW SW, SW SE SW, SW SE SE SW, S/2 NW SE SW, NW NW SE SW, SE SE SW SW, N/2 SE SW SW, NE SW SW, NE NW SW SW Sec. 23: N/2 SE NW, NE SW NE NW, NW SE NE NW, ALSO: Beginning at Corner No. 1 from which U.S. Location Monument No. 253 bears South 26 degrees 42' East 1.55 chains distant; THENCE North 26 degrees 42' West 69.97 chains to Corner No. 2; THENCE North 9 degrees 13' West 17.37 chains to Corner No. 3; THENCE North 87 degrees 44' East 7.72 chains to Corner No. 4; THENCE South 22 degrees 51' East 86.81 chains to Corner No. 5; THENCE West 7.36 chains to Corner No. 1, the place of beginning. Township 19 North; Range 49 East Sec. 19: SE NE, NE SE Sec. 20: SW NW, NW SW</p> | <p>81</p> | <p>337</p> |
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RECORDED AT REQUEST OF
 M. P. Allen, Buyer
 BOOK 102 PAGE 599
 JUN 21 11:14
 OFFICIAL RECORDS
 EUREKA COUNTY, NEVADA
 HALL'S & BETHUNE
 844110
 FEE \$ 6.00

BOOK 102 PAGE 601