

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, SOCO 1981 ACREAGE PROGRAM, a Texas joint venture, by Snyder Oil Company, Program Manager, SOCO Plaza, 7th Floor, 1800 Glenarm Place, Denver, Colorado 80202, Assignor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell, convey, transfer, assign and deliver, subject to the provisions hereof, unto the Assignees designated below, their heirs, devisees, personal representatives, successors and assigns, in the proportions set forth beside their respective names, a total of an undivided 3.00% of 8/8, of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from those certain lands pursuant to the terms and provisions of those certain leases more particularly described in Exhibit "A" attached hereto and made a part hereof:

<u>ASSIGNEE</u>	<u>ADDRESS</u>	<u>O.R.R.I.</u>
SOCO 1982 Employees' Royalty Trust	415 Baker Building Fort Worth, Texas 76102	1.60%
Alfred H. Pekarek	5776 Jamaica Way Englewood, Colorado 80111	.50%
Marvin D. Brittenham	2135 Burning Ridge Drive Franktown, Colorado 80116	.45%
Rodney L. Waller	708 Portofino Drive Arlington, Texas 76012	.45%

TO HAVE AND TO HOLD the interest transferred and assigned unto Assignees, their heirs, devisees, personal representatives, successors, and assigns, subject only to the following terms and provisions: that

1. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of said leases.
2. The overriding royalty interest herein provided for shall not, in any event, be paid or accrue upon any oil, gas, casinghead gas, and other hydrocarbon substances used for operating, development or production purposes upon said lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefiting said lands.
3. This Assignment of Overriding Royalty is made without warranty of title, either express or implied.
4. If the Oil and Gas Leases set forth in said Exhibit "A" do not cover the entire fee simple mineral estate, then the interest assigned under each of said Oil and Gas Leases shall be reduced in proportion to which the leasehold interest bears to the whole and undivided fee simple mineral estate covered by said lease or leases.
5. Assignor reserves the right, without consent of Assignees, to pool, unitize, or otherwise combine all or any portion of any lease covered herein, with other leases covering other lands in the vicinity thereof. In the event Assignor shall enter into any such pooling, unitization, or other arrangement, Assignees' overriding royalty interest share shall be ascertained, computed, and paid on the amount of production, or proceeds of sale thereof, allocated to said lands in accordance with such arrangement.
6. It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

The terms of this instrument shall inure to the benefit of and be binding upon the parties hereto, their heirs, devisees, personal representatives, successors and assigns.

EXECUTED this 9th day of June, 19 82.

ATTEST:



By: Randy L. Waller
Secretary

SOCO 1981 ACREAGE PROGRAM,
a Texas joint venture
By: Snyder Oil Company, Program Manager

By: John C. Snyder
President



STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

On this 9th day of June, 1982, personally appeared before me, a notary public, John C. Snyder, President, who acknowledged that he executed the above instrument on behalf of Snyder Oil Company, a Texas corporation, the Program Manager of SOCO 1981 ACREAGE PROGRAM, a Texas joint venture

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



(SEAL)

My Commission Expires:

November 30, 1984

Mildred Lyn Kelsay
Notary Public
(Complete Business Snyder Oil Company
or Residence 415 Baker Bldg.
Address) Ft. Worth, TX 76102

MILDRED LYN KELSAY
Notary Public in and for
Tarrant County, Texas

EXHIBIT A

Page 1 of 1

ANTELOPE VALLEY
Eureka County, Nevada

Lease No.	Lessor	Description	Lease Date	SOCO Acq. Date	Recording Book	Data Page
81-164	N-16205	Township 17 North, Range 51 East, MDM Sec. 21: All Sec. 28: All Sec. 33: All Containing 1920.00 gross acres, more or less	2/1/78	1/8/82		
81-165	N-16206	Township 17 North, Range 51 East MDM Sec. 19: All Sec. 30: All Sec. 31: All Containing 2093.00 gross acres, more or less	2/1/78	1/8/82		
81-166	N-16207	Township 19 North, Range 51 East, MDM Sec. 5: All Sec. 8: All Sec. 9: All Sec. 16: All Containing 2560.00 gross acres, more or less	2/1/78	1/8/82		
81-167	N-16208	Township 17 North, Range 51 East, MDM Sec. 20: All Sec. 29: All Sec. 32: All Containing 1920.00 gross acres, more or less	2/1/78	1/8/82		
81-168	N-16210	Township 19 North, Range 51 East, MDM Sec. 21: All Sec. 28: All Sec. 33: All Containing 1906.00 gross acres, more or less	2/1/78	1/8/82		

RECORDED AT REQUEST OF
Snyder Oil Company
BOOK 103 PAGE 515

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OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WILLIS A. DUFFY, RECORDER
FILE NO. 84852
FEE \$6.00

BOOK 103 PAGE 517