

STATE OF NEVADA §
COUNTY OF LANDER §
and EUREKA §

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, on November 12, 1979, Sun Oil Company (Delaware), acting by and through Sunmark Exploration Company, a division of Sun Oil Company (Delaware) now, SUN EXPLORATION AND PRODUCTION COMPANY, P. O. Box 340180, Dallas, Texas, entered into a certain Letter Agreement, as amended by letters dated November 16, 1979, with PENDLETON LAND AND EXPLORATION, INC., 23 Iverness Way, Englewood, Colorado 80112, wherein, pursuant to the terms and conditions thereof, "SUN" agreed to execute and deliver unto "PENDLETON" certain overriding royalty interests in and to certain oil, gas and mineral leases.

NOW, THEREFORE, SUN EXPLORATION AND PRODUCTION COMPANY, hereinafter referred to as "Assignor", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does, subject to the terms, conditions and provisions hereinafter set forth, hereby transfer, bargain, convey and assign, without warranty of any kind, either express or implied, unto PENDLETON LAND AND EXPLORATION, INC., hereinafter referred to as "Assignee", an overriding royalty interest in and to the oil, gas and mineral leases described in Exhibit "A" attached hereto and made a part hereof, equal to a net 3.33%, proportionally reduced to SUN EXPLORATION AND PRODUCTION COMPANY'S SEVENTY FIVE PERCENT (75%) interest, of all the oil, gas and other minerals, in and under, produced, saved and marketed from the lands covered by the oil, gas and mineral leases described in Exhibit "A" under the terms thereof. The 3.33% overriding royalty interest proportionally reduced to "SUN'S" 75% interest, conveyed herein shall apply separately to each such lease described in Exhibit "A", and such lease or leases, whether one or more, are hereinafter referred to in the singular. The overriding royalty interests conveyed herein on each lease shall apply only to the mineral or minerals covered by such lease under the terms, provisions and covenants thereof, subject to the terms and conditions hereinafter contained.

1. Assignor shall have the right to pool or unitize the lands and interests described in the oil and gas lease, all or any part of the land covered by said lease with other land, lease or leases or rights therein, regardless of the ownership thereof, including the overriding royalty interests herein conveyed, without the joinder or consent of Assignee, in the same man-

ner and to the extent the right and power is granted the Lessee in said lease with respect to the royalties therein reserved. In the event of production from any such pooled unit or from any unit created by a regulatory body having jurisdiction, the overriding royalty interests herein conveyed shall be computed on the proportionate part of the production from such pooled unit that is allocated to the lands subject to such overriding royalty interests, and unless otherwise allocated by order of a regulatory body, the amount of such production to be so allocated from each such unit shall be that portion of such total production that the surface area of the lands described in said lease and included with such unit bears to the total surface area of all lands within such unit. Assignee shall receive the above provided overriding royalty interest only upon and out of that portion of the production so allocated to said lease.

2. Assignee's share of production shall be free and clear of the costs and expenses of development, operation and the production thereof, provided however, Assignee shall bear production, severance, ad valorem and other similar taxes, both State and Federal, measured by the amount or value of the production attributable to its share of production. Assignor is hereby authorized to pay such taxes before remitting to Assignee.

3. Should said lease cover or affect less than the entire mineral interest in the lands subject to the oil and gas lease, or any portion thereof, or vest in Assignor less than the full working interest leasehold estate described in said lease, then the overriding royalty interests hereinabove provided shall be reduced proportionately and shall be payable to Assignee in the proportion that the mineral ownership of the Lessor in the land or lands subject to the oil and gas lease, from which production is obtained, bears to the full mineral interest in such land or lands. Should suit be brought or dispute arise involving the title to lands covered by said lease, the ownership of said lease, or land or lease in any pooled unit, or the overriding royalties herein conveyed, then Assignor may suspend, without interest, all payments hereunder affected by such suit or dispute until furnished with evidence satisfactory to Assignor of the final determination thereof.

4. Nothing herein contained or otherwise shall be construed as imposing any obligation, express or implied, upon Assignor ever against its will to prospect, drill, operate, produce, continue to produce, pool, unitize or otherwise develop the aforesaid lease or the pooled premises, or to protest same in any manner; and the preservation of the leasehold estate by rental payments or otherwise, shall be solely at the will and discretion of Assignor, its respective successors and assigns.

5. This Assignment is expressly made subject to that certain Exploratory Option Agreement dated January 1, 1978, between Southern Pacific Land Company and Pendleton Land and Exploration, Inc., and further subject to that certain Letter Agreement dated November 12, 1979, and amendatory letters thereto dated November 16, 1979, between Sun Exploration and Production Company and Pendleton Land and Exploration, Inc., all of which are incorporated herein by reference and made a part hereof as though fully set out herein.

TO HAVE AND TO HOLD the same unto said Assignee, its successors and assigns, according to and subject to all the benefits, privileges, conditions, stipulations and provisions contained in said lease. All the terms, provisions and conditions hereof shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

EXECUTED this 15th day of SEPTEMBER, 1983.

"ASSIGNOR"

SUN EXPLORATION AND PRODUCTION COMPANY
[Formerly Sun Oil Company (Delaware)]

By: Charles R. Mangum
Attorney-in-Fact

"ASSIGNEE"

PENDLETON LAND AND EXPLORATION, INC.

By
Its President

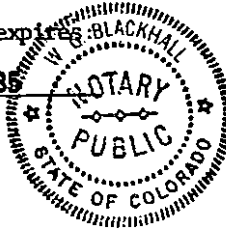
STATE OF Colorado §
 COUNTY OF Denver §

On this 15th day of September, 1983, personally appeared before me, a Notary Public, Charles R. Mangum, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of SUN EXPLORATION AND PRODUCTION COMPANY, and acknowledged to me that he subscribed the name of said SUN EXPLORATION AND PRODUCTION COMPANY thereto as principal and his own name as Attorney-in-Fact, freely and voluntarily and for the uses and purposes therein mentioned.

W. H. Blackhall
 Notary Public

My commission expires:

March 3, 1985



1801 Broadway, Suite 1000
 Denver, CO. 80202

STATE OF Colorado §
 COUNTY OF Arapahoe §

On this 5th day of October, 1983, personally appeared before me, a Notary Public, Ed Pendleton, known to me to be the person whose name is subscribed to the within instrument as the President of PENDLETON LAND AND EXPLORATION, INC., and acknowledged to me that he subscribed the name of said PENDLETON LAND AND EXPLORATION, INC., thereto as principal and his own name as President, freely and voluntarily and for the uses and purposes therein mentioned.

Jessie Phelps
 Notary Public

SEAL
 Affixed

My commission expires:

6/14/87

My Commission Expires 6-14-87
 7451 S. Harrison Way, Littleton, CO 80122

Attached to and made a part of Assignment
of Overriding Royalty Interest
from Sun Exploration and Production Company, as Assignor,
to Pendleton Land & Exploration, Inc., as Assignee, dated

Exhibit "A"
Lander and Eureka Counties, Nevada

Lease No.: 724463
Southern Pacific
Lease No.: 05881
Date: December 1, 1982
Lessor: Southern Pacific Land Company, a California corporation
Lessee: Sun Exploration and Production Company-75% and Reading &
Bates Petroleum Company-25%
Recorded: Book 224, Page 170, Document 116625 of the Records of Lander
County, Nevada AND
Book 110, Page 429, Document 87524 of the Records of Eureka
County, Nevada

Description: Township 30 North, Range 47 East
Section 25: *All

Township 29 North, Range 48 East
Section 1: *All
Section 5: *All

Township 30 North, Range 48 East
Section 31: *All
Section 33: *All

Lease No.: 724464
Southern Pacific
Lease No.: 05882
Date: December 1, 1982
Lessor: Southern Pacific Land Company, a California corporation
Lessee: Sun Exploration and Production Company-75% and Reading &
Bates Petroleum Company-25%
Recorded: Book 224, Page 163, Document 116624 of the Records of Lander
County, Nevada AND
Book 110, Page 422, Document 87523 of the Records of Eureka
County, Nevada

Description: Township 29 North, Range 48 East
Section 7: *All
Section 9: *All
Section 11: *All
Section 13: *All
Section 15: *All

Lease No.: 724465
Southern Pacific
Lease No.: 05883
Date: December 1, 1982
Lessor: Southern Pacific Land Company, a California corporation
Lessee: Sun Exploration and Production Company-75% and Reading &
Bates Petroleum Company-25%
Recorded: Book 224, Page 156, Document 116623 of the Records of Lander
County, Nevada AND
Book 110, Page 415, Document 87522 of the Records of Eureka
County, Nevada

Description: Township 29 North, Range 48 East
 Section 17: *A11
 Section 19: *A11
 Section 21: *A11
 Section 23: *A11
 Section 25: *A11

Lease No.: 724466
 Southern Pacific
 Lease #: 05884
 Date: December 1, 1982
 Lessor: Southern Pacific Land Company, a California corporation
 Lessee: Sun Exploration and Production Company-75% and Reading & Bates Petroleum Company-25%
 Recorded: Book 224, Page 507, Document 116832 of the Records of Lander County, Nevada AND
 Book 112, Page 181, Document 88202 of the Records of Eureka County, Nevada

Description: Township 29 North, Range 48 East
 Section 27: *A11
 Section 29: *A11
 Section 31: *A11
 Section 33: *A11
 Section 35: *A11

Lease No.: 724468
 Southern Pacific
 Lease No.: 05886
 Date: December 1, 1982
 Lessor: Southern Pacific Land Company, a California corporation
 Lessee: Sun Exploration and Production Company-75% and Reading & Bates Petroleum Company-25%
 Recorded: Book 224, Page 491, Document 116830 of the Records of Lander County, Nevada AND
 Book 111, Page 60, Document 87675 of the Records of Eureka County, Nevada

Description: Township 30 North, Range 48 East
 Section 3: *A11
 Section 5: *A11
 Section 7: *A11
 Section 9: *A11
 Section 11: *A11

Lease No.: 724469
 Southern Pacific
 Lease No.: 05887
 Date: December 1, 1982
 Lessor: Southern Pacific Land Company, a California corporation
 Lessee: Sun Exploration and Production Company-75% and Reading & Bates Petroleum Company-25%
 Recorded: Book 224, Page 483, Document 116829 of the Records of Lander County, Nevada AND
 Book 111, Page 52, Document 87674 of the Records of Eureka County, Nevada

Description: Township 30 North, Range 48 East
 Section 13: *A11
 Section 15: *A11
 Section 17: *A11
 Section 19: *A11
 Section 21: *A11

RECORDED AT REQUEST OF
 Sun Exploration & Production, Inc.
 BOOK 119 PAGE 21

83 DEC 20 AM 5:51

ORIGINAL RECORDS
 EUREKA COUNTY, NEVADA
 FILE NO. 91573
 REF. 10.00

OFFICIAL RECORDS
 LANDER CO. NEV
 RECORD REQUESTED BY
 Sun Exploration & Production, Inc.
 83 NOV 3 P 2:20
 119338
 FEE 10.00
 DEC 1982

* Reserved Mineral Interest