

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, with respect to the oil and gas leases and lands described on Exhibit "A" attached hereto and made a part hereof:

Foutch Oil & Gas, Inc.  
P.O. Box 13102  
Denver, Colorado 80201  
an undivided .50 of 1 $\frac{1}{8}$  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 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 casinghead 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.



The Anschutz Corporation

W. Blackburn Prospect

LEASE SCHEDULE

EXHIBIT "A", PAGE \_\_\_\_\_ STATE OF Nevada COUNTY OF Eureka

LEASE NO	LISSOR	LESSEE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDED BOOK	PAGE
NV-5487-A	USA-N-40633	The Anschutz Corporation	12/1/84	10 Yrs.	<u>T27N-R50E</u> Section 4: ALL Section 5: ALL Section 6: ALL Section 7: ALL Section 8: ALL Section 9: N $\frac{1}{4}$ , SW $\frac{1}{2}$ Section 16: W $\frac{1}{2}$ Section 17: ALL Section 18: ALL Section 19: ALL Section 20: ALL Section 29: N $\frac{1}{4}$ , SW $\frac{1}{2}$ Section 30: ALL Section 31: ALL	8429.36	8429.36	132	430

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The Anschutz Corporation

S.W. Baily Ranch Prospect

LEASE SCHEDULE

EXHIBIT "A", PAGE \_\_\_\_\_ STATE OF Nevada COUNTY OF Eureka

LEASE NO.	LESSOR	LESSEE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDED BOOK	PAGE
NV-5486-A	USA-N-40655	The Anschutz Corporation	12/1/84	10 Yrs.	T29N-R51E Section 22: W $\frac{1}{2}$	320.00	320.00	132	433

RECORDED IN PUBLIC RECORDS  
EUREKA COUNTY, NEVADA  
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OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
FILE NO. 102266  
FEE \$ 8.00

86 APR 7 P 11:23

RECORDED AT REQUEST OF  
The Anschutz Corporation  
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