

After Recording Return To:
GLG Energy, L.P.
400 W. 15th St., Ste. 1400
Austin, Texas 78701

135734

ASSIGNMENT OF OVERRIDING ROYALTY

BLACK POINT PROSPECT
Eureka County, Nevada

WHEREAS, GLG Energy, L.P. ("GLG") with offices located at 400 West Fifteenth Street, Suite 1400, Austin, Texas 78701 is the owner of certain interests in the oil and gas leases described in Exhibit "A" hereto (collectively called the "Leases"), and

WHEREAS, Michael W. Galloway whose address is 8902 Scotsman, Austin, Texas 78750 ("Participant") has been nominated and approved by the Compensation Committee of the General Partner of GLG to receive an overriding royalty interest in the Leases.

NOW THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GLG does hereby grant, bargain, sell, convey, assign, transfer and deliver to Michael W. Galloway, his successors and assigns, an overriding royalty interest of 0.10000% of 100% of all oil and gas produced and saved after Payout (defined hereinafter) from the Leases or lands pooled or unitized therewith (the "ORR").

This Assignment of Overriding Royalty Interest is made upon the following terms and conditions:

1) The ORR will be determined and administered on a well by well basis.

2) "Payout" as used herein with respect to any well drilled on the Leases or lands pooled or unitized therewith will occur on the first day of the calendar month next following the first to occur of:

a) That point in time when GLG's share of proceeds of production from a well is equal to 120% of the direct out-of-pocket capital costs incurred by GLG in drilling, reworking, testing, completing and equipping such well, and 120% of that portion of GLG's direct out-of-pocket land cost and multi-well facilities capital cost allocable to such well; or

b) That point in time when i) GLG sells the majority of its leasehold interest in the Leases or, ii) the present stockholders of GLG Energy, Inc., General Partner of GLG, sell in excess of 50% of the outstanding stock of GLG Energy, Inc.

and such sale is coupled with a substantial change in the personnel serving as officers of GLG Energy, Inc., or iii) GLG Energy, Inc. either resigns or is removed as the General Partner of GLG.

3) The ORR shall be calculated and paid in the same general manner as the landowner royalty is paid in the underlying oil and gas lease.

4) GLG reserves the right for itself and its successors and assigns to pool, unitize, farmout, or sell all or a portion of the Leases without the consent of Participant, provided such transaction is subject to the terms and conditions of this Assignment of Overriding Royalty.

5) In the event any of the Leases cover less than 100% of the oil and gas rights the ORR shall abate proportionately with respect to such Lease.

6) This Assignment of Overriding Royalty is made and accepted without representation or warranty of any kind or nature, express, implied or statutory. Any warranties implied by statute or law by the use of the words "transfer", "grant", "bargain", "sell", "convey", "assign" or "deliver" or other similar words in this Assignment of Overriding Royalty are hereby expressly restrained, disclaimed, waived and negated.

7) The ORR hereby granted shall run with each of the Leases and any replacement leases, extensions or renewal of leases taken by GLG or GLG's successor in interest, covering all or part of the acreage originally included in the Leases, and shall inure to the benefit of Participant's heirs, devisees, legal representatives, successors and assigns; provided, that if at any time Participant's interest is divided among three or more co-owners, GLG at its discretion may require such co-owners to appoint a single agent to receive payment for the sale proceeds from any production attributed to the ORR.

8) This Assignment of Overriding Royalty is the total agreement between the parties relative to the ORR on the Leases, and supersedes all other agreements whether verbal or written.

9) It is not the intent of the parties that any provision herein violate any applicable law regarding the rule against perpetuities, the suspension of the absolute power of alienation or other rule regarding the vesting or duration of estates, and this instrument shall be construed as not violating such rule to the extent the same can be so construed, consistent with the intent of the parties. In the event, however, any provision hereof is determined to violate such rule, then such provision shall nevertheless be effective until 20 years, 364 days following the death of the last surviving descendant of Joseph P. Kennedy, the

late father of the former President of the United States, who is alive on the date of this instrument.

IN WITNESS WHEREOF, GLG has signed this instrument on this day, November 14, 1990, but effective as of the 1st day of September, 1990.

GLG Energy, L.P.
BY: GLG Energy, Inc.
General Partner

Participant

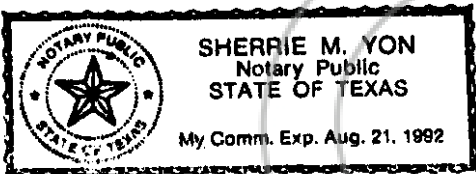
Carl E. Jameson
BY: Carl E. Jameson, President

Michael W. Galloway
Michael W. Galloway

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

This instrument was acknowledged before me on this day, November 14, 1990, by Carl E. Jameson, President of GLG Energy, Inc., in its capacity as General Partner of GLG Energy, L.P., a Delaware Limited Partnership.

Sherrie Yon
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS



NOTARY NAME (PRINTED OR TYPED)
MY COMMISSION EXPIRES 8-21-92

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

This instrument was acknowledged before me on this day, November 14, 1990, by Michael W. Galloway.

Christy Towers
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS



CHRISTY TOWERS
NOTARY NAME (PRINTED OR TYPED)
MY COMMISSION EXPIRES 10-10-92

BLACK POINT PROSPECT
EUREKA COUNTY, NEVADA

GLG ENERGY, L.P.
EXHIBIT "A"

1. Lease: 300-007-000
Date: 12/01/87
Lessor: DEPARTMENT OF THE INTERIOR USA-N-47209
Lessee: MATHEW DAVIS WOLF
Recorded: Volume: , Page:

Legal Description
TOWNSHIP 21 NORTH, RANGE 54 EAST, M.D.M
SECTION 3: LOTS 1, 2, 3, 4, S/2N/2, S/2
SECTION 4: LOTS 1, 2, 3, 4, S/2N/2, S/2
SECTION 5: LOTS 1, 2, 3, 4, S/2N/2, S/2
SECTION 7: LOTS 1, 2, 3, 4, E/2W/2, E/2
SECTION 8: ALL
SECTION 9: ALL
SECTION 10: ALL
SECTION 16: ALL
SECTION 17: ALL
SECTION 19: LOTS 1, 2, 3, 4, E/2W/2, E/2
SECTION 31: LOTS 1, 2, 3, 4, E/2W/2, E/2

2. Lease: 300-008-000
Date: 02/01/88
Lessor: DEPARTMENT OF THE INTERIOR USA-N-47210
Lessee: DANIEL WOLF
Recorded: Volume: , Page:

Legal Description
TOWNSHIP 21 1/2 NORTH, RANGE 54 EAST, M.D.M.
SECTION 32: LOTS 1, 2, 3, 4, S/2N/2, S/2
SECTION 33: LOTS 1, 2, 3, 4, S/2N/2, S/2
SECTION 34: LOTS 1, 2, 3, 4, S/2N/2, S/2

3. Lease: 300-013-000
Date: 02/01/88
Lessor: DEPARTMENT OF THE INTERIOR USA-N-47189
Lessee: GEORGE G. WITTER
Recorded: Volume: , Page:

Legal Description
TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.M.
SECTION 12: ALL

4. Lease: 300-017-000
Date: 09/01/89
Lessor: DEPARTMENT OF THE INTERIOR USA-N-51618
Lessee: MARATHON OIL COMPANY
Recorded: Volume: , Page:

Legal Description
TOWNSHIP 21 1/2 NORTH, RANGE 53 EAST, M.D.M
SECTION 1: LOTS 1-6, NW/4, N/2SW/4
SECTION 2: LOTS 1-4, N/2, N/2S/2

5. Lease: 300-019-000
Date: 09/01/89
Lessor: DEPARTMENT OF THE INTERIOR USA-N-51621
Lessee: MARATHON OIL COMPANY
Recorded: Volume: , Page:

Legal Description
TOWNSHIP 21 NORTH, RANGE 54 EAST, M.D.M.
SECTION 6: LOTS 1-7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4

6. Lease: 300-022-000
Date: 02/01/88
Lessor: DEPARTMENT OF THE INTERIOR USA-N-47211
Lessee: DIANE R. WOLF
Recorded: Volume: , Page:

Legal Description
TOWNSHIP 22 NORTH, RANGE 54 EAST, M.D.M
SECTION 29: ALL
SECTION 30: LOTS 1, 2, 3, 4, E/2W/2, E/2
SECTION 31: LOTS 1, 2, 3, 4, E/2W/2, E/2
SECTION 32: ALL
SECTION 33: ALL

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
GLC
'91 JAN -9 AM 107

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEE \$ 9-

135731

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