

ASSIGNMENT OF OVERRIDING ROYALTY

I. The undersigned, hereinafter referred to as "Assignor" (whether one or more), owns a Working Interest in the following Oil and Gas Lease(s) covering land located in Eureka County, Nevada, to-wit:

Lessor Lessee Date Recorded Land Description

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

II. In consideration of \$1.00, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and convey an Overriding Royalty, free and clear of all cost and expense of development and operations, insofar and only insofar as it covers the above described lands, to the following parties hereinafter referred to as "Assignee" (whether one or more), in the amount shown:

Name and Address	Percent
Raymond T. Duncan 1777 S. Harrison Street, P-1 Denver, CO 80210	.5% of 8/8ths
Raymond F. Sebastian P.O. Box 2908 San Anselmo, CA 94979	.5% of 8/8ths
Raymond T. Duncan, Trustee of the DEN Trust 1777 S. Harrison Street, P-1 Denver, CO 80210	2.0% of 8/8ths

being in all a total of an undivided 3% of 8/8ths of value of all oil, gas, casinghead gas and other hydrocarbon substances produced, saved and sold from the above described land under and pursuant to the provisions of the above described Oil and Gas Lease(s), and any extension or renewal thereof or any new leases taken in lieu thereof, which Overriding Royalty shall be paid at the same time and upon the same basis as the royalty provided for in said lease. The Overriding Royalty accruing hereunder shall be less any and all taxes levied or assessed against the same, or production by which the same is determined which Assignor may be authorized or required by law to deduct and pay for the account of Assignee, with the further understanding that no Overriding Royalty shall accrue or be payable upon oil or gas for development or operations upon the above described premises of which may be unavoidably lost.

III. The overriding royalty assigned herein shall not merge with any working interest owned or hereafter acquired by Assignee.

IV. If the Oil and Gas Lease(s) described above does not cover and lease all of the mineral interest in the land described above, the Overriding Royalty herein provided for shall be reduced in proportion to the actual interest owned in said land under the terms of said lease.

V. If by virtue of the Oil and gas lease(s) described above, the Assignor owns less than all of the Working Interest in the land described above, the Assignor overriding Royalty herein provided for shall be reduced in proportion to the actual Working Interest owned by the Assignor in said land under the terms of said lease(s).

Dated this 25th day of October, 1993.

Attest: Energy Partners Nominee Company

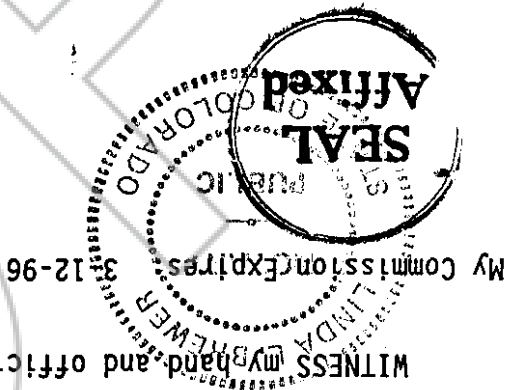
By: Bruce E. Johnston  
Bruce E. Johnston  
Vice President

By: Leon R. Bailey  
Leon R. Bailey  
Assistant Secretary

STATE OF COLORADO )  
                          ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 25th day of October, 1993, by Bruce E. Johnston, Vice President of Energy Partners Nominee Company.

WITNESS my hand and official seal.



Frank J. Brown  
Notary Public

LEASE NUMBER: 285105

LESSOR: USA N-55208

LESSEE: ENERGY PARTNERS NOMINEE CO

LEASE DATE: 01/01/1992

EFFECTIVE DATE: 01/01/1992

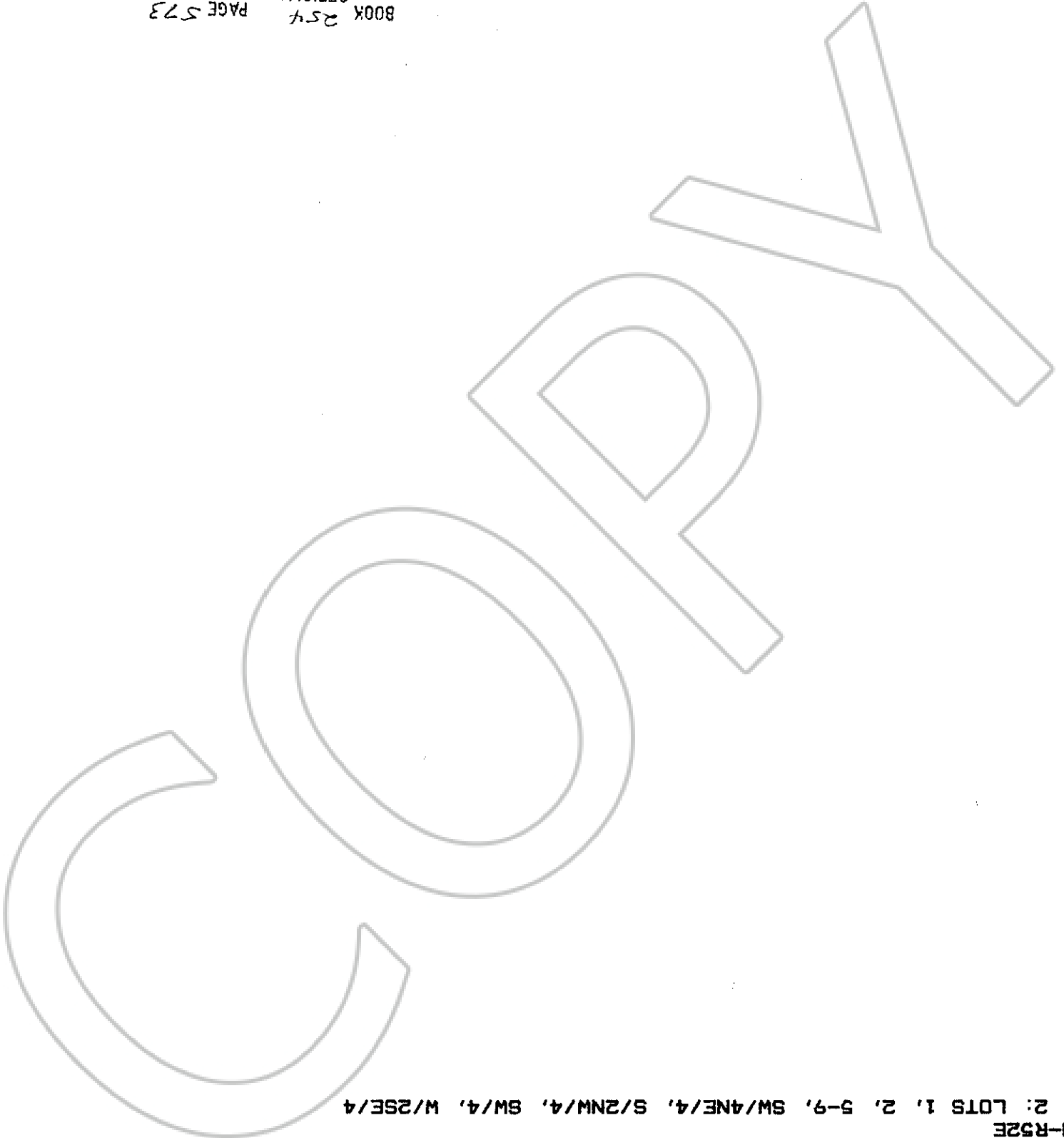
RECORDING DATA: Tract 001 BK 233, PG 079

State NEVADA

County EUREKA

DESCRIPTION: Tract 001

SEC. 2: LOTS 1, 2, 5-9, SW/4NE/4, S/2NW/4, SW/4, W/2SE/4



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OFFICIAL RECORDS

RECORDED AT THE REQUEST OF

*Descon Energy Company*

93 NOV - 2 P 2:04

EUREKA COUNTY, NEVADA  
M. N. REBALIATI, RECORDER  
FILE NO. *147273*  
FEE \$ 7.00