

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

150207

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, Foreland Corporation whose address is 2561 South, 1560 West, Suite 200, Woods Cross, Utah 84089, herein referred to as "**ASSIGNOR**", hereby convey, transfer, assign, and set over an overriding royalty interest in the amount of .8325% of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases described on Exhibit "A" attached hereto and by this reference made a part of, unto EP Operating Limited Partnership, whose address is 4849 Greenville Avenue, Suite 1200, Dallas, Texas 75206, hereinafter referred to as "**ASSIGNEE**".

If the subject lands cover less than the full and entire undivided mineral estate in the subject lands, or Assignor owns less than the entire leasehold estate, under the subject lands, then the overriding royalty interest herein conveyed shall be reduced proportionately.

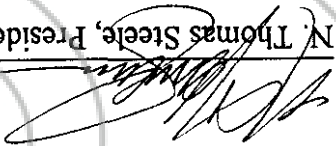
Said overriding royalty interest herein assigned to Assignee shall be free and clear of any and all cost and expense of the development and operations thereof, excepting taxes that may be levied and assessed against said overriding royalty interest or production therefrom.

This Assignment is expressly make subject to the terms and conditions of the subject leases.

IT IS UNDERSTOOD AND AGREED that this Assignment of Overriding Royalty Interest is made without warranty of title, either express or implied, except as to all parties claiming by, through and under Assignor. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed this 27th day of December, 1993, to be effective the 5th day of August, 1993.

FORELAND CORPORATION



N. Thomas Steele, President

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss
COUNTY OF JEFFERSON)

On this 27th day of December, 1993, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared N. Thomas Steele, to me known to be identical person who subscribed the name of the maker thereof to the foregoing instrument as the President of Foreland Corporation. Given under my hand and seal the day and year above written.

My Commission Expires: 1-25-94

NOTARY PUBLIC



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Erin Britt-Pendery

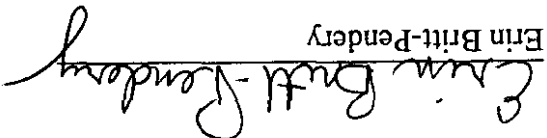


Exhibit "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective August 5, 1993, by and between Foreland Corporation, (herein referred to as "Assignor"), and EP Operating Limited Partnership, (herein referred to as "Assignee")

Eureka County, Nevada

LESSOR: USA N-49127
LESSEE: John P. Lockridge
LEASE DATE: September 1, 1988
DESCRIPTION: Township 16 North, Range 54 East, MDM
Section 11: E/2
Section 12: All
Section 13: All
Section 14: E/2
containing 1,920 acres, m/1

LESSOR: USA N-49128
LESSEE: John P. Lockridge
LEASE DATE: September 1, 1988
DESCRIPTION: Township 16 North, Range 54 East, MDM
Section 23: E/2
containing 320 acres, m/1

LESSOR: USA N-49129
LESSEE: John P. Lockridge
LEASE DATE: September 1, 1988
DESCRIPTION: Township 16 North, Range 54 East, MDM
Section 24: All
Section 25: All
Section 26: E/2
containing 1,600 acres, m/1

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Ernest & Exploration
94 JAN 27 P1:32
EUREKA COUNTY, NEVADA
M.N. REBAL EATH, RECORDER
FILE NO. 150207
FEE \$800