

KNOW ALL MEN BY THESE PRESENTS: That the undersigned JOHN E. HOFFMAN,
Suite 461, Denver Club Building, 518 - 17th Street, Denver, Colorado 80202

hereinafter referred to as Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto AMCOLE ENERGY CORPORATION, 4825 LBJ Freeway,

of Dallas, Texas 75234

hereinafter referred to as Assignee, an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of .25% of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:
leases

RECORDER NO: **92569H** | RECORDED: **JUL 15 1982**
FEE **31.50** | TIME **3:40** | BOOK **360** | PAGE **513**
Margaret R. Evans, Box Elder Co. Recorder *Ratti Jensen*
Deputy

See Exhibit "A" Attached Hereto And Made Part Hereof.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, his heirs, devisees, personal representatives, successors and assigns, forever, subject only to the following terms and provisions: that

A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above-described oil and gas lease.

B. The overriding royalty interest herein provided for shall not, in any event, be paid of accrued upon any oil, gas, casinghead gas and other hydrocarbon substances used for operating, development or production purposes upon the above-described lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for re-pressuring or recycling operations or pressure maintenance operations benefitting said lands.

C. This assignment of overriding royalty is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 10th day of May, 1982.

John E. Hoffman
JOHN E. HOFFMAN

L.K. Hoffman
L.K. HOFFMAN (Assignor's Spouse)

STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 10th day of May, 1982, by John E. Hoffman and L.K. Hoffman
Witness my hand and notarial seal.

Mary M. Sanchez
Notary Public
Address: 461 Denver Club Bldg., Denver, Co. 80202

My Commission Expires: April 13, 1986

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is Individual Municipality Association Corporation
4. Assignee is the sole party in interest in this assignment (*information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions*)
5. Filing fee of \$10 is attached (*see Item 2 of General Instructions*)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 24th day of June, 1982.

ATTEST:

AMCOLE ENERGY CORPORATION

Pat Dunlap
Pat Dunlap, Assistant Secretary

By Frank W Cole
(Assignee's Signature)

Frank W Cole, President
People's Bank Building
6510 Abrams Suite 550
Dallas, Texas 75231

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

EXHIBIT "A"

LESSOR LESSSEE LEASE DATE LEASE TERM

DESCRIPTION

First Security Bank
Utah, N.A., as Trustee
Bank under Trust Agreement
and Conveyance in Trust
dated 5-29-62, between
Val A. Browning et al,
First Security Bank of
Utah, N.A., and Matt S.
Browning

Cities Service Company

6-29-79

8 yrs

Township 8 North - Range 6 West, SLM
Section 3: A11
Township 8 North - Range 7 West, SLM
Section 5: Lots 1,2,3,4,5,6,7,S1NE1,SE1NW1
Township 9 North - Range 6 West, SLM
Section 2: S1NE1,S1NW1,S1
11: A11
19: E1
29: A11
33: NE1,NW1,SE1
Township 9 North - Range 7 West, SLM
Section 17: W1
18: E1
29: A11
30: Lots 1,2,3,4,NE1,E1NW1,E1SW1,SE1
Township 9 North - Range 8 West, SLM
Section 5: Lots 1,2
9: Lots 1,2,3,NE1NE1
Containing 5,872.21 acres, more or less
Box Elder County, Utah

323 / 443

Matt S. Browning and
Barbara K. Browning

Cities Service Company

6-29-79

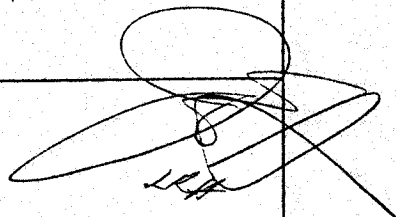
8 yrs

Township 9 North - Range 5 West, SLM
Section 6: Lots 13,14,E1SW1
7: Lots 1,2,3,4,E1W1,E1
18: N1NW1

323 / 879

(Description continued on Page Two)

				<p>(Description continued from Page One)</p> <p>Township 9 North - Range 6 West, SLM</p> <p>Section 1: A11</p> <p>12: NE$\frac{1}{4}$, NE$\frac{1}{4}$NW$\frac{1}{4}$, SE$\frac{1}{4}$</p> <p>Containing 1,874.52 acres, more or less</p> <p>Box Elder County, Utah</p>
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ABST'D. IN BOOK 10 OF DEEPAGE 133, 357, 418-2

- 11 of Dec pg 25 ✓
- 16 of Dec pg 49 ✓
- 17 of Dec pg 349, 439 ✓
- 18 of Dec pg 59, 255, 301, 303 ✓
- 4 of Dec pg 554 ✓
- P of Dec pg 500 ✓
- Q of Dec pg 483 ✓
- X of Dec pg 19, 257 ✓
- Y of Dec pg 278, 282 ✓
- Z of Dec pg 29 ✓

Under ✓