

QUESTAR OIL AND GAS COMPANY
4510 MCorp Plaza, 333 Clay Street
Houston, Texas 77002
(713) 951-9244

John R. Gregg
President

Jack D. Downing
Vice President

Billy H. Stobaugh, Jr.
Vice President

May 7, 1990

Minerals Management Service
Attention: L E-3-1 (Boehm)
1201 Elmwood Park Blvd.
New Orleans, LA 70123-2394

RE: OCS-G-11562
Eugene Island, Block 268
Offshore Gulf of Mexico
Assignment of Overriding Royalty

Gentlemen:

Herewith for filing in the official record for OCS-G-11962 is an assignment of overriding royalty whereby Aran Energy Corporation conveys a three percent (3%) override to various assignees as to Aran Energy's interest in the referenced lease.

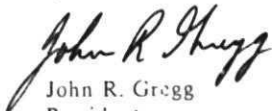
Our check #1823, payable to Minerals Management Service in the amount of \$25.00 is enclosed to cover the required filing fee. A xerox copy of said assignment is enclosed for return to us after notation is made as to receipt for filing.

We intend to also record this assignment in the Public Records for Iberia Parish, Louisiana; recording references will be furnished if you desire.

Please advise if additional information is desired.

Yours very truly,

QUESTAR OIL AND GAS COMPANY


John R. Gregg
President

JRG:pad

Enclosures

RECEIVED

MAY 10 1990

Minerals Management Service
Leasing & Environment

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THE UNITED STATES OF AMERICA)
OUTER CONTINENTAL SHELF) KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, ARAN ENERGY CORPORATION, a Delaware corporation, whose address is Three Allen Center, 333 Clay Street, Suite 4920, Houston, Texas 77002 (hereinafter referred to as "Assignor"), for and in consideration of the sum of One Hundred and no/100 Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged does hereby GRANT, SELL, TRANSFER, ASSIGN, and CONVEY unto the hereinafter named parties (herein collectively referred to as "Assignees"), an aggregate overriding royalty interest of three percent of eight-eighths (3% of 8/8ths) of all of the oil, gas, other hydrocarbons, and all other minerals produced, saved, and sold, if, as, and when produced, saved, and sold, but not otherwise, from the land set forth in and covered by the oil and gas lease described as follows, to-wit:

Oil and Gas Lease bearing Serial No. OCS-G 11962, effective May 1, 1990, by and between the United States of America, as Lessor, and Aran Energy Corporation, as Lessee, covering all of Block 268, Eugene Island Area, South Addition, OCS Leasing Map, Louisiana Map No. 4A.

The overriding royalty herein conveyed is conveyed to the individual assignees as follows, to-wit:

<u>ASSIGNEE</u>	<u>INTEREST</u>
Hamilton Brothers Oil Company 1560 Broadway, Suite 2000 P. O. Box 5879 Denver, Colorado 80217	3/15ths of 3.0% of 8/8ths
John R. Gregg P. O. Box 1463 Forsyth, Missouri 65653	4/15ths of 3.0% of 8/8ths
Billy H. Stobaugh, Jr. 17115 Windypine Drive Spring, Texas 77379	4/15ths of 3.0% of 8/8ths
Jack D. Downing 8219 Forest Ridge Road Spring, Texas 77379	4/15ths of 3.0% of 8/8ths

RECEIVED

1

MAY 19 1990

Minerals Management Service
Leasing & Environment

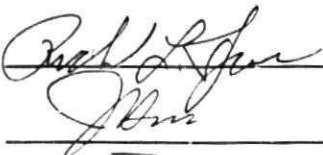
Said overriding royalty interest shall be computed in the same manner as the lessor's royalty is computed and shall be free of all development, production, marketing, and operating expense; however, said interest shall bear and pay currently its proportionate share of gross production taxes, severance, windfall profits taxes, and all other taxes assessed against gross production subject to said overriding royalty interest. Nothing herein set forth shall impose upon Assignor, its successors or assigns, any duty or obligation to develop or operate the property covered by the above described Oil and Gas Lease, nor to maintain said Oil and Gas Lease in effect by the payment of delay rentals.

In the event Assignors's total interest in the Oil and Gas Lease, other hydrocarbons, and all other minerals in and to the lands set forth in and covered by the above described Oil and Gas Lease is less than the entire leasehold estate, then the fractional overriding royalty interests hereinabove assigned unto Assignees shall be reduced proportionately so as to accord with the total fractional interest in the oil, gas and other hydrocarbons, and all other minerals actually owned by the Assignor upon the date of execution hereof.


The provisions of this Assignment shall be binding upon Assignor and Assignees, their heirs, successors and assigns, and any transfer or assignment of the above described lease as to the aforesaid interest herein assigned shall be subject to the provisions hereof.

IN WITNESS WHEREOF this instrument is executed this 30th day of April, 1990, but shall be effective as of May 1, 1990.

WITNESSES:



ARAN ENERGY CORPORATION


Archie R. Thompson
President

STATE OF TEXAS

COUNTY OF HARRIS

ON THIS 30th day of April, 1990, before me appeared Archie R. Thompson, to me personally known, who being duly sworn did say that he is the President of Aran Energy Corporation, a Delaware Corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and the said Archie R. Thompson acknowledged said instrument to be the free act and deed of said corporation.

MY COMMISSION EXPIRES:

2-20-94

J. Anne Cornwall
NOTARY PUBLIC