

(5) The overriding royalty above provided for shall be paid on or before the twentieth (20th) day of each month next succeeding the month in which the said oil and gas are marketed, by mailing a check, postage prepaid, to the

Bank of Fairplay Bank of **Fairplay, Colo** for the account of First Party. Said bank or its successors, is or are the agent of First Party and shall continue as depository for any and all sums payable to First Party under this agreement regardless of changes of ownership of said overriding royalty, or any part thereof, or the right to receive the same.

(6) No change in the ownership of any or all or any part of the interest of First Party hereunder shall be binding upon Second Party unless and until Second Party shall be furnished with the original or an acceptable certified copy of the instrument evidencing such change of ownership, or other legal evidence of such change of ownership as may be required by Second Party, but notwithstanding any such change of ownership, Second Party shall have the right to continue to make all money payments which may be payable hereunder to the depository bank hereinabove named.

(7) In the event First Party's interest shall be less than the full and undivided ownership of the lease, the overriding royalty payable hereunder shall be proportionately reduced.

(8) Nothing herein contained shall be construed as creating any personal liability on the part of Second Party for the payment of said overriding royalty interest except from the source and in the manner above provided.

10. Subject to its rights of surrender as hereinafter set forth and to the other provisions herein, Second Party will abide by all lawful rules and regulations of the Secretary of the Interior relating to the lease or leases covered by this agreement and shall pay all rentals applicable to the above described lands and furnish all bonds required in connection with the lease or leases. Second Party also agrees to furnish any drilling bond required in connection with its operations upon the above described lands. Second Party will pay all royalties due the United States on oil or gas produced by it under such lease or leases and/or allocated thereto under any applicable unit plan.

11. Second Party may at any time terminate this agreement and all rights and obligations hereunder with regard to a part or all of the above described lands by mailing a notice of such termination to First Party at the address hereinabove stated. In the event that Second Party surrenders its rights hereunder with regard to a part but not all of the land covered hereby, Second Party's obligation to pay rentals shall exist only with regard to the lands as to which this agreement has not been so terminated.

12. Second Party shall at all times have the exclusive right to apply to the Secretary of the Interior (without the necessity of First Party joining therein) for the suspension of any drilling and producing provisions of any oil and gas lease or any cooperative or unit plan covering all or any part of the above described lands and for any other relief which in the opinion of Second Party may be necessary or proper in the exploration or operation of said lands for oil and gas purposes.

13. The powers of attorney herein granted being coupled with an interest shall be and hereby are made irrevocable during the life of this agreement. This agreement, including said powers of attorney, shall be binding upon and inure to the benefit of the respective heirs, representatives, administrators, executors, successors and assigns of the parties hereto.

Barbara Jane Burke
First Party

KEN OIL, INC.

By *Robert H. Anderson*
President

Secretary

KEWANEE OIL COMPANY

By *John C. Rowland*
President

Second Party

ATTEST:

John C. Rowland
Secretary

ATTEST:

John C. Rowland
Secretary

STATE OF Colorado)
COUNTY OF Denver) ss.
On this 14th day of July, 1953 before me personally appeared Barbara Jane Burke
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as
her free act and deed.

Given under my hand and seal the date above written.

My commission expires: My Commission expires June 15, 1957

Allan Vickers
Notary Public

STATE OF Colorado)
COUNTY OF Denver) ss

On this 14th day of July, 1953, before me appeared Robert H. Anderson and

Charles R. Anderson, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of KEN OIL, INC., a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and

said Robert H. Anderson and Charles R. Anderson acknowledged said instrument to be the free act

and deed of said corporation.

Given under my hand and seal the date above written.

My commission expires: My Commission expires June 15, 1957

Allan Vickers
Notary Public

STATE OF PENNSYLVANIA)
COUNTY OF Philadelphia) ss

On this 12 day of August, 1953, before me appeared

WM. WIKOFF SMITH and

PERCY A. ROWLAND

to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of KEWANEE OIL COMPANY, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said WM. WIKOFF SMITH and PERCY A. ROWLAND acknowledged said instrument to be the free

act and deed of said corporation.

Given under my hand and seal the date above written.

My commission expires: Jan 6, 1957

Derrick G. Lander
Notary Public

49635

RECORDED February 2, 1954 at 10:30 A.M.
IN BOOK 7049, LEAVES PAGE 332.
FEES \$1.50. *W.M. WIKOFF SMITH* COUNTY CLERK
SWEETIE COUNTY, MEDALE, WYOMING