

It is agreed

- (a) That said overriding royalty shall be paid on or before the last day of each calendar month next succeeding the calendar month in which the oil, gas or other substances on which the same is payable are produced.
- (b) That no change in the ownership of said overriding royalty or any part thereof shall be binding upon assignee until such time as assignee shall have been furnished with the original or a certified copy of a recordable instrument or instruments effecting such change of ownership.
- (c) That all of the agreements, conditions, terms and provisions of this transfer shall be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the respective parties hereto and their respective successors in interest.

Signed and delivered on the day and year first above written.

ATTEST:

*F. M. Manning*  
Secretary

FRED M. MANNING COMPANY

By *Fred M. Manning*  
Its President

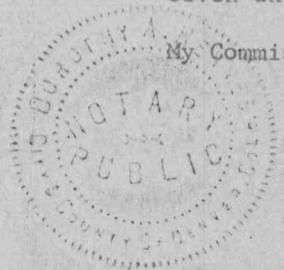
STATE OF COLORADO )  
 ) ss  
CITY AND COUNTY OF DENVER )

On this 23<sup>rd</sup> day of March, 1959, before me  
appeared FRED M. MANNING JR., to me personally known, who,  
being by me duly sworn, did say that he is the President of  
Fred M. Manning 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 FRED M. MANNING JR.  
acknowledged said instrument to be the free act and deed of said  
corporation.

Given under my hand and seal this day and year above written.

My Commission expires:

June 27, 1960



*Dorothy A. Penne*  
Notary Public in and for the City and  
County of Denver, State of Colorado