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to Robert E. Park a .75% overriding royalty interest, which was to be a burden in its entirety upon the 50% working interest of Chandler-Simpson, Inc.

2. The parties agree and stipulate that by virtue of said overriding royalty assignment Robert E. Park acquired a .75% overriding royalty interest and that subsequent to such overriding royalty assignment the 50% working interest of Chandler-Simpson, Inc. carried the full burden of a 2.5% overriding royalty interest.

This Stipulation and the agreements contained herein shall be binding upon the respective heirs, devisees, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 2nd day of February, 1965.

CHANDLER-SIMPSON, INC.

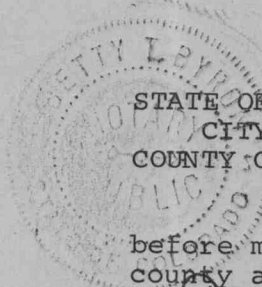
ATTEST:



By: James S. Cook

James S. Cook

Robert E. Park
ROBERT E. PARK



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

On this 2nd day of February, A.D., 1965, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared James S. Cook, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Betty L. Byron
Notary Public

My commission expires Nov. 5, 1967