

of such indebtedness, including affidavits from the person or persons furnishing materials for, and from all laborers who performed work on, the aforesaid test well to the effect that all material and labor bills incurred in the drilling thereof have been paid.

XIV.

No change, modification or alteration of this agreement shall be valid unless the same be made or specified in writing, signed by the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof. This agreement shall continue for and during the term of the lease(s) to be assigned, as provided for herein, and for the term of any extension or renewal thereof. This agreement shall be binding upon the parties hereto, their successors and assigns: Provided, however, that neither this agreement nor the leasehold estate(s) above mentioned may be assigned in whole or in part without first securing CARTER'S written consent thereto, and further provided that any assignment hereafter executed shall specifically refer to, and be made subject to, the terms and conditions hereof.

XV.

~~Other conditions~~ In the event the test well herein provided is completed, plugged and abandoned as a dry hole and the leasehold interests to be assigned pursuant to this agreement expire by their own terms, Carter shall assign to second party, if second party requests, all of Carter's rights under an option for an additional lease evidenced by written instrument in favor of Carter dated June 1, 1956, and recorded in Book 15 of Oil and Gas Leases at Page 431 of the county records of Sublette County, Wyoming. Such assignment shall be made without warranty whatsoever. In the event second party procures a lease pursuant to the option recorded as aforesaid as assignee of Carter, the overriding royalty reserved by this agreement shall not apply as to such additional lease.

XVI.

In the event the test well herein provided is completed as a producer of oil or gas, Carter shall not assert any obligation to offset upon the lands described on Exhibit A second party's presently completed well known as the BNG-11 at approximately the Northeast corner of Resurvey Tract 44 in said township and range. Otherwise, second party shall fully comply with the provisions of Paragraph X hereof and shall develop the premises described in the assignment made pursuant hereto within a reasonable time and in accordance with good production practices.