

provided only that affiant makes no representations as to assignments or divisions of the above mentioned overriding royalties that may have been made by the persons above named;

Affiant further states that except as he may have joined in the execution of instruments or assignments creating or assigning the overriding royalties as above set forth, and as he may have assigned or agreed to make assignments to Belfer Natural Gas Company affecting the overriding royalties above set forth as belonging to him, affiant has made no assignments or otherwise created leasehold interests, operating rights, overriding royalty interests or other interests adversely affecting the leasehold title of The Carter Oil Company in, to and under the above described leases and the lands covered thereby, or the overriding royalty interests which have heretofore been or are now being purchased by Belfer Natural Gas Company.

This affidavit is made for the purpose of clarifying the records as to ownership of the above leases, and of overriding royalties chargeable against said leases, to induce The Carter Oil Company as holder of the leases to prepare and circulate division orders for payment of said overriding royalty and to bring about the consummation of the purchase by Belfer Natural Gas Company of certain overriding royalties affecting the above leases and lands, or parts thereof, from affiant.

Dated this 1st day of August, 1959.

K. Dean Butler

K. Dean Butler

Subscribed and sworn to before me this 1st day of August,

1959.

Walter L. Shaw

Notary Public

My commission expires 5/27/63

