

488

to sell any of the interests it acquires in the SUBJECT LANDS, including any agreement by which either party conveys an interest in the SUBJECT LANDS in exchange for the drilling of a well or deeper drilling, and if such party desiring to sell receives a bonafide offer of purchase, then the party receiving an offer and desiring to sell shall give to the other a notice in writing specifying the terms and conditions of sale and the other party receiving such notice shall have a preferential right of purchase for a period of thirty (30) days after notice is received to purchase upon the terms and conditions proposed.

6.3: Paragraph 6.2 above shall be inapplicable if BELFER elects to transfer, sell or assign the subject rights to any of the partners of Belfer Natural Gas Company or to Belco Petroleum Corporation. Paragraph 6.2 above shall be inapplicable if BENEFICIAL elects to transfer, sell or assign its rights to its stockholders in which event BENEFICIAL will make such transfer, sale or assignment subject to the appointment by BENEFICIAL of an agent to act for such stockholders hereunder, and BENEFICIAL shall thereupon make such appointment, or to M. G. Scoville Sons Company. In the event of any sale by either party, the provisions of Paragraph 6.2 shall be binding upon the buyer and its successors and assigns.

6.4: This agreement is not intended to create a partnership, mining or otherwise, and each party shall be liable for its own obligations as are herein set forth.

6.5: This agreement shall be binding upon the successors and assigns of the parties hereto.

6.6: BELFER shall not obligate any part of its interest in the SUBJECT LANDS to any Unit or any community agreement without the prior consent of BENEFICIAL.

IN WITNESS WHEREOF, This agreement is executed this 11<sup>th</sup>