

advisable, and to examine the same, and to notify Belco, Clark and Getzler whether or not it accepts or rejects title to said leases. If Marathon does not accept title to said leases, it shall so notify Belco, Clark and Getzler within said thirty (30) day period, and in such event this agreement shall terminate at the end of such period.

2. UNIT AGREEMENT. Belco, Clark and Getzler agree, forthwith upon the execution hereof, that they will prepare and execute a unit agreement in form satisfactory to Marathon, covering the Subject Leaseholds, and obtain the execution thereof by all of the royalty owners, and other parties owning an interest in the Subject Leaseholds and lands, and obtain the approval of such agreement by the Secretary of Interior, or his authorized representative, on or before March 30, 1965.

3. DRILLSITE. Upon acceptance of title by Marathon, as provided for in Paragraph 1 hereof, Belco, Clark and Getzler shall promptly assign to Marathon, without warranty of title, all of their right, title and interest in and to the following-described oil and gas lease, insofar as it covers the following-described lands (hereinafter called "Drillsite"), subject to four per cent (4%) overriding royalty, to wit:

Oil and Gas Lease dated November 2, 1964, between John C. Budd, et al., as Lessors, and Belco Petroleum Corporation, as Lessee, insofar as the same covers the SE<sub>1</sub>NE<sub>1</sub> of Section 19, Township 31 North, Range 112 West, Sublette County, Wyoming.

In the event a participating area, pursuant to the unit agreement referred to in Paragraph 2 above, is established, and the 40-acre parcel retained by Belco, Clark and Getzler, as provided in Paragraph 6 hereof, and the Drillsite, do not become wholly included in said participating area, then Marathon shall