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"D" and agree that the assignment of operating rights under each lease shall be subject to and in accordance with the terms, covenants and conditions contained in Exhibit "D". Operations on said lands shall continue to be governed by any appropriate Unit Operating Agreement now in effect. Where there is no such agreement, operations shall be in accordance with the terms of a separate Operating Agreement to be executed upon the form attached hereto, and covering only such lands, substituting Exhibit "E-3" for the first two pages of Exhibit "E-1".

#### IX. GAS PURCHASE CONTRACTS

All of the lands subject to this agreement are subject to gas purchase contracts held by El Paso Natural Gas Company as purchaser. Each party acknowledges that it accepts any interest conveyed to it subject to such gas purchase contracts, provided however, Belco agrees to use its best efforts to secure from El Paso Natural Gas Company an amendment to the gas purchase contracts covering the wells in the Big Piney Field completed in the "P Sand" and "Mesaverde" reservoirs which will permit the use of gas from either of said reservoirs for repressuring operations, and both parties agree to cooperate in securing any consent or approval to such amendment by the Federal Power Commission as may be found necessary or advisable.

#### X. TITLES

Neither party warrants title to any of the leases or interests covered hereby except as to persons claiming by or through said party. The agreement shall be subject to approval of title by each party. Neither party shall reject title for any minor or inconsequential defect. Neither party shall be required to purchase abstracts, but each party shall furnish to the other all abstracts or title papers in its possession pertaining to leases affected by this agreement and which have not heretofore been furnished. Each party shall bear its proportionate part of all royalties payable under said leases, and of all overriding royalties or other lease burdens shown on Exhibits "A", "B", or "C" as applicable to said leases. Production payments, or other lease burdens with which any lease may be burdened, and which are not shown on said Exhibits "A", "B", or "C" shall be borne and paid by the party creating said lease burden.