

11. Approval: Either party may, if it so elects, file this operating agreement for approval with the appropriate office representing the Lessor. Each party agrees to furnish to the other all future documents and things reasonably requested in order to obtain such approval.

12. Prior Agreement: This Operating Agreement is executed pursuant to, and shall not supersede, that certain Farmout Agreement dated August 24, 1962, the provisions of the same to be and remain in full force and effect.

IN WITNESS WHEREOF, this agreement is executed as of the day and year first hereinabove written.

HUMBLE OIL & REFINING COMPANY

By: L. L. Cline
Attorney-in-Fact
"OWNER"
O. K. to
transaction
Form 075-1

BELCO PETROLEUM CORPORATION

By: Lawrence Ruben
LAWRENCE RUBEN, EXEC. VICE PRESIDENT

"OPERATOR"

CAR-PRO-1885-8

STATE OF OKLAHOMA
COUNTY OF TULSA } SS.

MICHIGAN-MISSOURI-WYOMING ACKNOWLEDGMENT
(ATTORNEY IN FACT)

On this 29th day of October, 1962, before me appeared L. L. Cline, to me personally known, who, being by me duly sworn, did say that he is attorney in fact for HUMBLE OIL & REFINING COMPANY, a corporation, and that the foregoing instrument was executed by him as such attorney in fact by authority of its Board of Directors, and said L. L. Cline acknowledged the execution of said instrument as the free act and deed of said corporation.

Given under my hand and seal the day and year last above written.

My commission expires: October 28, 1964

J. B. Scott
Notary Publics