

1 between the Unit Operator and the owners of working interests, whether one 1
2 or more, separately or collectively. Any agreement or agreements entered 2
3 into between the Working Interest Owners and the Unit Operator as provided 3
4 in this section, whether one or more, are herein referred to as the "Unit 4
5 Operating Agreement".

6 Such Unit Operating Agreement shall also set forth such other rights 6
7 and obligations as between Unit Operator and the Working Interest Owners 7
8 as may be agreed upon by Unit Operator and the Working Interest Owners; 8
9 however, no such Unit Operating Agreement shall be deemed either to modify 9
10 any of the terms and conditions of this Unit Agreement or to relieve the 10
11 Unit Operator of any right or obligation established under this Unit Agree- 11
12 ment, and in case of any inconsistency or conflict between the Unit Agree- 12
13 ment and the Unit Operating Agreement, this Unit Agreement shall prevail. 13
14 Three (3) true copies of any Unit Operating Agreement executed pursuant 14
15 to this section should be filed with the Supervisor prior to approval of 15
16 this Unit Agreement, and thereafter promptly after any revision or amendment. 16

17 10. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR. Except as otherwise 17
18 specifically provided herein, the exclusive right, privilege, and duty of 18
19 exercising any and all rights of the parties hereto, including surface 19
20 rights, which are necessary or convenient for prospecting for, producing, 20
21 storing, allocating, and distributing the Unitized Substances are hereby 21
22 delegated to and shall be exercised by the Unit Operator as herein pro- 22
23 vided. Acceptable evidence of title to said rights shall be deposited 23
24 with said Unit Operator and, together with this agreement, shall consti- 24
25 tute and define the rights, privileges, and obligations of Unit Operator. 25
26 Nothing herein, however, shall be construed to transfer title to any land 26
27 or to any lease or operating agreement, it being understood that under 27
28 this agreement the Unit Operator, in its capacity as Unit Operator, shall 28
29 exercise the rights of possession and use vested in the parties hereto 29
30 only for the purposes herein specified. 30