

1 taxes to the extent that the same are made payable by law by any Working 1  
2 Interest Owner. Each Working Interest Owner shall reimburse Unit Operator 2  
3 for taxes so paid on its behalf and such Working Interest Owner shall make 3  
4 proportionate deductions of said amounts in settling with its Royalty Owners 4  
5 in each separately owned Tract. No such taxes shall be charged to the United 5  
6 States or the State of Wyoming, or to any lessor who has a contract with his 6  
7 lessee which requires the lessee to pay such taxes. 7

8 37. NO PARTNERSHIP. It is expressly agreed that the relation of 8  
9 the parties hereto is that of independent contractors and nothing in this 9  
10 agreement contained, expressed or implied, nor any operations conducted 10  
11 hereunder, shall create or be deemed to have created a partnership or 11  
12 association between the parties hereto or any of them. 12

13 38. STATE LAND PROVISIONS. Certain of the Unitized Lands are public 13  
14 lands of the State of Wyoming, and in connection with the approval of this 14  
15 agreement by the Board of Land Commissioners of said State pursuant to 15  
16 Chapter 7, Article 1, Section 36-74, Wyoming Statutes, 1957, and Federal 16  
17 regulations, it is agreed that there shall be filed with the Commissioner 17  
18 of Public Lands of said State: 18

19 (a) Two (2) copies of the complete Unit Agreement and two (2) copies 19  
20 of any revised Exhibits "A", "B", and "C" concurrently with the filing thereof 20  
21 with the Supervisor, pursuant to Section 2 hereof. 21

22 (b) Two (2) copies of any notice of the proposed expansion of the 22  
23 Unit Area required to be delivered to the Supervisor pursuant to Section 23  
24 5(b) hereof. 24

25 (c) Two (2) copies of any Unit Operating Agreement executed pursuant 25  
26 to Section 9 hereof. 26

27 (d) A copy of any schedule of proposed tract percentages submitted 27  
28 for approval under Section 12, concurrently with its submission to the 28  
29 Director. The Commissioner, or his duly authorized representative, shall 29  
30 have a period of fifteen (15) days from receipt of said schedule within 30  
31 which to file with the Supervisor any objection thereto, together with any 31  
32 recommendation for revision thereof. If such objection or recommendation is 32  
33 not concurred in by Unit Operator and Supervisor prior to submission of 33