

1 of working interests, all in accordance with the agreement or agree- 1
2 ments entered into by and between the Unit Operator and the owners of 2
3 working interests, whether one or more, separately or collectively. 3
4 Any agreement or agreements entered into between the working interest 4
5 owners and the Unit Operator as provided in this section, whether one 5
6 or more, are herein referred to as the "unit operating agreement." 6
7 Such unit operating agreement shall also provide the manner in which 7
8 the working interest owners shall be entitled to receive their res- 8
9 pective proportionate and allocated share of the benefits accruing 9
10 hereto in conformity with their underlying operating agreements, 10
11 leases, or other independent contracts, and such other rights and 11
12 obligations as between Unit Operator and the working interest owners 12
13 as may be agreed upon by Unit Operator and the working interest 13
14 owners; however, no such unit operating agreement shall be deemed 14
15 either to modify any of the terms and conditions of this unit agree- 15
16 ment or to relieve the Unit Operator of any right or obligation 16
17 established under this unit agreement, and in case of any inconsist- 17
18 ency or conflict between this unit agreement and the unit operating 18
19 agreement, this unit agreement shall govern. Three true copies of 19
20 any unit operating agreement executed pursuant to this section should 20
21 be filed with the Supervisor, prior to approval of this unit agreement. 21

22 8. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR. Except as otherwise 22
23 specifically provided herein, the exclusive right, privilege, and duty 23
24 of exercising any and all rights of the parties hereto which are 24
25 necessary or convenient for prospecting for, producing, storing, al- 25
26 locating, and distributing the unitized substances are hereby delegated 26
27 to and shall be exercised by the Unit Operator as herein provided. 27
28 Acceptable evidence of title to said rights shall be deposited with 28
29 said Unit Operator and, together with this agreement, shall constitute 29
30 and define the rights, privileges, and obligations of Unit Operator. 30
31 Nothing herein, however, shall be construed to transfer title to any 31
32 land or to any lease or operating agreement, it being understood that 32
33 under this agreement the Unit Operator, in its capacity as Unit Operator, 33
34 shall exercise the rights of possession and use vested in the parties 34
35 hereto only for the purposes herein specified. 35