

Before the Oil Conservation Division
 Exhibit No. 2
 ConocoPhillips
 OCD CASE 14115
 Hearing: May 1, 2008

ARTICLE III.
INTERESTS OF PARTIES

4 A. Oil and Gas Interests:

6 If any party owns an oil and gas interest in the Contract Area, that interest shall be treated for all purposes of this agreement
 7 and during the term hereof as if it were covered by the form of oil and gas lease attached hereto as Exhibit "B", and the owner thereof
 8 shall be deemed to own both the royalty interest reserved in such lease and the interest of the lessee thereunder.

10 B. Interests of Parties in Costs and Production:

12 Unless changed by other provisions, all costs and liabilities incurred in operations under this agreement shall be borne and
 13 paid, and all equipment and materials acquired in operations on the Contract Area shall be owned, by the parties as their interests are set
 14 forth in Exhibit "A". In the same manner, the parties shall also own all production of oil and gas from the Contract Area subject to the
 15 payment of royalties to the extent of all burdens on oil & gas leases listed on Exhibit "A" as of January 1, 2008, which shall be borne as
 16 hereinafter set forth.

17 Regardless of which party has contributed the lease(s) and/or oil and gas interest(s) hereto on which royalty is due and
 18 payable, each party entitled to receive a share of production of oil and gas from the Contract Area shall bear and shall pay or deliver, or
 19 cause to be paid or delivered, to the extent of its interest in such production, the royalty amount stipulated hereinabove and shall hold the
 20 other parties free from any liability therefor. No party shall ever be responsible, however, on a price basis higher than the price received
 21 by such party, to any other party's lessor or royalty owner, and if any such other party's lessor or royalty owner should demand and
 22 receive settlement on a higher price basis, the party contributing the affected lease shall bear the additional royalty burden attributable to
 23 such higher price.

25 Nothing contained in this Article III.B. shall be deemed an assignment or cross-assignment of interests covered hereby.

27 C. Excess Royalties, Overriding Royalties and Other Payments:

29 Unless changed by other provisions, if the interest of any party in any lease covered hereby is subject to any royalty,
 30 overriding royalty, production payment or other burden on production in excess of the amount stipulated in Article III.B., such party so
 31 burdened shall assume and alone bear all such excess obligations and shall indemnify and hold the other parties hereto harmless from any
 32 and all claims and demands for payment asserted by owners of such excess burden.

34 D. Subsequently Created Interests:

36 If any party should hereafter create an overriding royalty, production payment or other burden payable out of production
 37 attributable to its working interest hereunder, or if such a burden existed prior to this agreement and is not set forth in Exhibit "A", or
 38 was not disclosed in writing to all other parties prior to the execution of this agreement by all parties, or is not a jointly acknowledged and
 39 accepted obligation of all parties (any such interest being hereinafter referred to as "subsequently created interest" irrespective of the
 40 timing of its creation and the party out of whose working interest the subsequently created interest is derived being hereinafter referred
 41 to as "burdened party"), and:

- 43 1. If the burdened party is required under this agreement to assign or relinquish to any other party, or parties, all or a portion
 44 of its working interest and/or the production attributable thereto, said other party, or parties, shall receive said assignment and/or
 45 production free and clear of said subsequently created interest and the burdened party shall indemnify and save said other party,
 46 or parties, harmless from any and all claims and demands for payment asserted by owners of the subsequently created interest;
 47 and,
- 49 2. If the burdened party fails to pay, when due, its share of expenses chargeable hereunder, all provisions of Article VII.B. shall be
 50 enforceable against the subsequently created interest in the same manner as they are enforceable against the working interest of
 51 the burdened party.

ARTICLE IV.
TITLES

56 A. Title Examination:

58 Title examination shall be made on the drillsite of any proposed well prior to commencement of drilling operations or, if
 59 the Drilling Parties so request, title examination shall be made on the leases and/or oil and gas interests included, or planned to be includ-
 60 ed, in the drilling unit around such well. The opinion will include the ownership of the working interest, minerals, royalty, overriding
 61 royalty and production payments under the applicable leases. At the time a well is proposed, each party contributing leases and/or oil and
 62 gas interests to the drillsite, or to be included in such drilling unit, shall furnish to Operator all abstracts (including federal lease status
 63 reports), title opinions, title papers and curative material in its possession free of charge. All such information not in the possession of or
 64 made available to Operator by the parties, but necessary for the examination of the title, shall be obtained by Operator. Operator shall
 65 cause title to be examined by attorneys on its staff or by outside attorneys. Copies of all title opinions shall be furnished to each party
 66 hereto. The cost incurred by Operator in this title program shall be borne as follows:

68 ☐ Option No. 1: Costs incurred by Operator in procuring abstracts and title examination (including preliminary, supplemental,
 69 shut-in gas royalty opinions and division order title opinions) shall be a part of the administrative overhead as provided in Exhibit "C",
 70 and shall not be a direct charge, whether performed by Operator's staff attorneys or by outside attorneys.

ARTICLE IV
continued

☒ Option No. 2: Costs incurred by Operator in procuring abstracts and fees paid outside attorneys for title examination (including preliminary, supplemental, shut-in gas royalty opinions and division order title opinions) shall be borne by the Drilling Parties in the proportion that the interest of each Drilling Party bears to the total interest of all Drilling Parties as such interests appear in Exhibit "A". Operator shall make no charge for services rendered by its staff attorneys or other personnel in the performance of the above functions.

Each party shall be responsible for securing curative matter and pooling amendments or agreements required in connection with leases or oil and gas interests contributed by such party. Operator shall be responsible for the preparation and recording of pooling designations or declarations as well as the conduct of hearings before governmental agencies for the securing of spacing or pooling orders. This shall not prevent any party from appearing on its own behalf at any such hearing.

No well shall be drilled on the Contract Area until after (1) the title to the drillsite or drilling unit has been examined as above provided, and (2) the title has been approved by the ^{Operator.} / examining attorney or title has been accepted by all of the parties who are to participate in the drilling of the well.

B. Loss of Title:

~~1. Failure of Title:~~ Should any oil and gas interest or lease, or interest therein, be lost through failure of title, which loss results in a reduction of interest from that shown on Exhibit "A", the party contributing the affected lease or interest shall have ninety (90) days from final determination of title failure to acquire a new lease or other instrument curing the entirety of the title failure, which acquisition will not be subject to Article VIII.B., and failing to do so, this agreement, nevertheless, shall continue in force as to all remaining oil and gas leases and interests; and,

~~(a) The party whose oil and gas lease or interest is affected by the title failure shall bear alone the entire loss and it shall not be entitled to recover from Operator or the other parties any development or operating costs which it may have theretofore paid or incurred, but there shall be no additional liability on its part to the other parties hereto by reason of such title failure;~~

~~(b) There shall be no retroactive adjustment of expenses incurred or revenues received from the operation of the interest which has been lost, but the interests of the parties shall be revised on an acreage basis, as of the time it is determined finally that title failure has occurred, so that the interest of the party whose lease or interest is affected by the title failure will thereafter be reduced in the Contract Area by the amount of the interest lost;~~

~~(c) If the proportionate interest of the other parties hereto in any producing well theretofore drilled on the Contract Area is increased by reason of the title failure, the party whose title has failed shall receive the proceeds attributable to the increase in such interest (less costs and burdens attributable thereto) until it has been reimbursed for unrecovered costs paid by it in connection with such well;~~

~~(d) Should any person not a party to this agreement, who is determined to be the owner of any interest in the title which has failed, pay in any manner any part of the cost of operation, development, or equipment, such amount shall be paid to the party or parties who bore the costs which are so refunded;~~

~~(e) Any liability to account to a third party for prior production of oil and gas which arises by reason of title failure shall be borne by the party or parties whose title failed in the same proportions in which they shared in such prior production; and,~~

~~(f) No charge shall be made to the joint account for legal expenses, fees or salaries, in connection with the defense of the interest claimed by any party hereto, it being the intention of the parties hereto that each shall defend title to its interest and bear all expenses in connection therewith.~~

~~2. Loss by Non Payment or Erroneous Payment of Amount Due:~~ If, through mistake or oversight, any rental, shut-in well payment, minimum royalty or royalty payment, is not paid or is erroneously paid, and as a result a lease or interest therein terminates, there shall be no monetary liability against the party who failed to make such payment. Unless the party who failed to make the required payment secures a new lease covering the same interest within ninety (90) days from the discovery of the failure to make proper payment, which acquisition will not be subject to Article VIII.B., the interests of the parties shall be revised on an acreage basis, effective as of the date of termination of the lease involved, and the party who failed to make proper payment will no longer be credited with an interest in the Contract Area on account of ownership of the lease or interest which has terminated. In the event the party who failed to make the required payment shall not have been fully reimbursed, at the time of the loss, from the proceeds of the sale of oil and gas attributable to the lost interest, calculated on an acreage basis, for the development and operating costs theretofore paid on account of such interest, it shall be reimbursed for unrecovered actual costs theretofore paid by it (but not for its share of the cost of any dry hole previously drilled or wells previously abandoned) from so much of the following as is necessary to effect reimbursement:

~~(a) Proceeds of oil and gas, less operating expenses, theretofore accrued to the credit of the lost interest, on an acreage basis, up to the amount of unrecovered costs;~~

~~(b) Proceeds, less operating expenses, thereafter accrued attributable to the lost interest on an acreage basis, of that portion of oil and gas thereafter produced and marketed (excluding production from any wells thereafter drilled) which, in the absence of such lease termination, would be attributable to the lost interest on an acreage basis, up to the amount of unrecovered costs, the proceeds of said portion of the oil and gas to be contributed by the other parties in proportion to their respective interest; and,~~

~~(c) Any monies, up to the amount of unrecovered costs, that may be paid by any party who is, or becomes, the owner of the interest lost, for the privilege of participating in the Contract Area or becoming a party to this agreement.~~

3. Other Losses: All losses incurred, other than those set forth in Articles IV.B.1. and IV.B.2. above, shall be joint losses and shall be borne by all parties in proportion to their interests. There shall be no readjustment of interests in the remaining portion of the Contract Area.