

FOR OFFICE USE ONLY
Cooperative Agreement No. _____

COOPERATIVE AGREEMENT

STATE OF LOUISIANA,

PARISH OF EAST BATON ROUGE

KNOW ALL MEN BY THESE PRESENTS that on the last date of signature below the OFFICE OF CONSERVATION, STATE OF LOUISIANA (hereinafter “OOC”), through _____, Director, Office of Conservation, pursuant to the provisions of, and under the authority granted by, Louisiana Revised Statutes 30:77, did enter into the following agreement with _____ (OC_____), providing as follows:

WHEREAS, the well sites listed in Exhibit “A”, which are located in the _____ Field, _____ Parish, Louisiana, have been declared orphaned oilfield sites by the Office of Conservation.

WHEREAS, _____ (hereinafter “_____”) has proposed to evaluate the subject Orphan Well(s) and, if conducting the proposed activities, to (a) to obtain an approved work permit from the appropriate District Office for work on any and all oil and gas wells and an approved UIC Work Permit from the Injection and Mining Division for work on any and all saltwater disposal wells; (b) conduct any such activities in the manner set forth in Exhibit “B”, including (but not limited to) the “Proposed Well Operations” included therein; (c) complete work within _____ days from the date of this cooperative agreement; (d) provide certain resulting information to OOC at no cost to OOC; and (e) conduct all activities including but not limited to, waste disposal and/or proper sale and disposition of produced fluids in accordance with all federal, state, and local regulations.

WHEREAS, OOC is agreeable to said offer, provided that _____ certify that it (a) has the authority to conduct said operations in and on the Orphaned well(s) and on the lands on which they are situated, (b) will pay 100% of the sale proceeds to the proper parties, if production is obtained in any instance, and (c) will leave the borehole(s) in at least as good condition as at commencement of its operations.

NOW, THEREFORE, _____ does hereby and herewith agree that, if it conducts the proposed activities, it will do so using due diligence in accordance with all federal, state, and local regulations and shall perform same in a skillful and workmanlike manner, assuring that the well(s) and equipment are in a safe working condition, or if it is determined that the well(s) is not in a safe working condition, to immediately cease operations on well and make written notification to OOC that operations have ceased.

_____ certifies to OOC that it has an authority by virtue of a lease or other agreement(s) with the mineral owner(s) and/or surface owner(s) to conduct the Proposed Well Operations on the Orphan Well(s), and that _____ will, where applicable, pay 100% of the sale proceeds if production is obtained in any instance to the proper parties, and agrees that it will leave the borehole of the Orphaned Well(s) in at least as good condition as at the commencement of operations.

_____ shall also furnish to OOC all information obtained in its operations, including but not limited to, the results of remedial operations.

_____ shall not perform any work outside the scope of that contained in the Proposed Well Operations without prior consent of OOC, nor shall it conduct any work on the Orphaned Well(s) beyond _____ days from the date of this agreement without formally becoming operator of record.

WHEREAS, notwithstanding any other indemnity agreement between the parties, and to the maximum extent permitted by law, _____ shall protect, indemnify and save harmless OOC and the Department of Energy and Natural Resources and their respective officers, directors and employees from and against all liabilities, claims, suits, forfeitures, penalties, bodily injuries, deaths, damage to property or environment, losses, fines, demands and causes of action of every kind and character (including attorney fees and expenses), and all costs and expenses, incident thereto, arising in connection with the site assessment or the conducting of operations on the above-referenced well, including any claims by its employees or subcontractors, or their employees, if any, which OOC may incur, become responsible for or pay out as a result of any act or omission of _____ pursuant to this contract. This indemnity obligation and the liabilities assumed by _____ shall be

without monetary limit and without regard to the cause or causes thereof, and shall include the obligation to properly plug and abandon the well in the event that the operations damage the well(s) and/or make plug and abandonment operations more difficult or expensive.

Exhibit B – Objectives and Scope of Work

Objective

Procedure

ACKNOWLEDGMENT

STATE OF _____

PARISH/COUNTY OF _____

THUS DONE AND SIGNED, on this _____ day of _____, 20__ before the undersigned witnesses and me, Notary Public, duly commissioned and qualified in and for said Parish/County and State.

WITNESSES:

Company Name OC

Sign1: _____

Print1: _____

By: _____

Sign2: _____

Print2: _____

Date: _____

NOTARY PUBLIC

My commission expires: _____

(SEAL)

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

THUS DONE AND SIGNED, on this _____ day of _____, 20__ before the undersigned witnesses and me, Notary Public, duly commissioned and qualified in and for said Parish/County and State.

WITNESSES:	OFFICE OF CONSERVATION STATE OF LOUISIANA
Sign: _____	_____
Print: _____	By: Commissioner of Conservation
Sign: _____	Date: _____
Print: _____	

NOTARY PUBLIC

My commission expires: _____

(SEAL)