

**EXHIBIT 5: Getty Agreement**

*REPRODUCED FROM THE HOLDINGS OF THE TEXAS STATE ARCHIVES*

*entered  
1/9/86  
JMT*

IN THE DISTRICT COURT OF THE UNITED STATES  
FOR THE SOUTHERN DISTRICT OF TEXAS  
CORPUS CHRISTI DIVISION

GETTY OIL COMPANY, a Delaware corporation, et al.	§	
	§	
Plaintiffs	§	
vs.	§	No. C-85-335
	§	
ANN W. RICHARDS, State Treasurer of the State of Texas, and	§	
JIM MATTOX, Attorney General of the State of Texas,	§	
Defendants	§	

COMPROMISE SETTLEMENT AGREEMENT

This agreement is by and between Getty Oil Company, Mitchell Energy Corporation, Apache Corporation, Atlantic Richfield Co., Conoco Inc., Champlin Petroleum Company, Fina Oil and Chemical Co., Texaco Inc., Grace Petroleum Corporation, Mobil Oil Corporation, Pride Pipeline Company, Pride Pipeline Limited Partnership, The Coastal Corporation, Amoco Production Company, Scurlock Oil Company, Ashland Oil, Inc., TXO Production Corp., Union Oil Company, Tesoro Petroleum Corporation, The Permian Corporation, Texas Oil & Gas Corporation, Phillips Petroleum Co., Texas International Petroleum Corp., Phoenix Resources Co., JM Petroleum Corp., Texas Pipeline Co., Citgo Petroleum Corporation, Cotton Petroleum Corp., United Crude Marketing & Transportation, Inc., and Exxon Company USA, hereinafter sometimes referred to as "Plaintiffs" and Ann W. Richards, State Treasurer of the State of Texas and Jim Mattox, Attorney General of the State of Texas, hereinafter sometimes referred to as "Defendants":

FACTS UNDERLYING THE SETTLEMENT

All Plaintiffs are subject to the continuing reporting and remitting requirements of the 1985 Amendments to the Texas Unclaimed Property law. See, Exhibit "A" attached hereto.

Plaintiffs have brought the above entitled and numbered cause challenging the validity of the 1985 Amendments. Defendants have answered this cause asserting the validity of all of the statute's provisions. A major goal of the Defendants is to ensure that unclaimed property to which Texas is entitled under current case law (see, particularly Texas v. New Jersey, 379 U.S. 674 (1965)) is in fact reported and remitted to the State of Texas. All parties agree that serious, substantial, difficult and doubtful questions exist between them. All parties desire that all issues of fact and law and all things in controversy between them be fully and finally compromised and settled.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, including the factual recitals set forth hereinabove, ~~the~~ ~~parties agree as follows:~~

1. The Final Judgment attached hereto as Exhibit "B" shall be presented to the Court as an Agreed Judgment and shall be entered of record.
2. The following information is not required to be included in the Property Reports of the named Plaintiffs. The named Plaintiffs are also excused from remitting to the State of Texas the following property (or sums of money equivalent to same).
  - a) Proceeds and property as to which a last-known address of the person entitled thereto is shown on the books and records of the Plaintiffs to be in a state other than Texas;

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- b) For Plaintiffs whose state of incorporation is not Texas, proceeds and property as to which there is no address of the person entitled thereto shown on the books and records of the Plaintiffs; and
- c) For Plaintiffs whose state of incorporation is not Texas, proceeds and property as to which the last-known address of the person entitled thereto as shown on the books and records of the Plaintiffs is in a state, the laws of which do not provide for the escheat of such property.

Defendants agree to a permanent injunction, subject to the terms of this agreement, enjoining them from taking any enforcement action against Plaintiffs for failing to report and remit the above described items of unclaimed property.

This agreement by the Defendants is not an admission that any aspect of the 1985 Amendments to the Texas Unclaimed Property Law violate any aspect of the United States or of the Texas Constitutions and is made only to settle this litigation, to avoid the expense and uncertainty of litigation, and to maximize compliance with the Texas Unclaimed Property law by these Plaintiffs.

If the rule of law set out in Texas v. New Jersey, 379 U.S. 674 (1965), is modified or altered by the Supreme Court of the United States or the United States Congress then the parties will conform this agreement in accordance with such new rule of law.

3. It is the Plaintiffs' position that the Texas statute of limitations bars the State from claiming any debts accrued prior to May 1, 1982, four years prior to the remittance date under the 1985 amendments to the escheat statute. While not waiving this position for any other purpose, Plaintiffs will report and remit to the State all sums accrued since the date indicated next to each Plaintiff's name below that are due and owing to claimants with a last known address in Texas and that have

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been unclaimed for at least three years as of June 30, 1985.

Getty Oil Co., a Delaware corporation	9-1-80
Mitchell Energy Corp., a Delaware corporation	9-1-80
Apache Corp., a Delaware corporation	9-1-80
Apache Petroleum Company, a limited partnership	9-1-80
Atlantic Richfield Co., a Delaware corporation	9-1-80
Conoco Inc., a Delaware corporation	9-1-80
Champlin Petroleum Co., a Delaware corporation	9-1-80
Fina Oil & Chemical Co., a Delaware corporation	9-1-80
Texaco Inc., a Delaware corporation	9-1-80
Grace Petroleum Corp., a Delaware corporation	9-1-80
Mobil Oil Corp., a New York corporation	9-1-79
Pride Pipeline Co., a Texas corporation	9-1-80
Pride Pipeline Ltd. Partnership (dba Pride Pipeline Co.), an Oklahoma limited partnership	9-1-80 <del>9-1-75</del>
The Coastal Corp., a Delaware corporation	9-1-80
Amoco Production Co., a Delaware corporation	9-1-80
Scurlock Oil Co., a Kentucky corporation	9-1-80
Ashland Oil, Inc., a Kentucky corporation	9-1-80
TXO Production Corp., a Delaware corporation	9-1-80
Union Oil Co. of California, a California corp. (including Unocal Corporation, a Delaware corporation, and Union Exploration Partners, Ltd., a Texas limited partnership)	9-1-78
Tesoro Petroleum Corp., a Delaware corporation	9-1-80
The Permian Corp., a Texas corporation	9-1-80
Texas Oil & Gas Corp., a Delaware corporation	9-1-80
Phillips Petroleum Co., a Delaware corporation	9-1-80

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Texas Intl. Petroleum Corp., a Delaware corp.	9-1-80
Phoenix Resources Co., a Maine corporation	9-1-80
JM Petroleum Corp., a Texas corporation	9-1-80
The Texas Pipeline Co., a Delaware corporation	9-1-80
Citgo Petroleum Corp., a Delaware corporation	9-1-80
Cotton Petroleum Corp., a Delaware corporation	9-1-80
United Crude Mkt. & Transp., Inc., a Delaware corp.	9-1-80
Exxon Co. U.S.A., a New Jersey corporation	9-1-80

In return Defendants agree never to assert a claim against Plaintiffs for debts accrued prior to the date indicated nor require reporting of any such debts.

It is agreed that Defendants will not audit Plaintiffs for the handling of unclaimed mineral proceeds debts accrued prior to September 1, 1980.

4. The terms "producers" and "operators" as used herein refer to persons or entities that have an ownership interest in the mineral fee estate underlying the mineral proceeds at issue whether such ownership derives from the original lease, a subsequent assignment or other conveyance, and includes any mineral interest owner who is a participant in an operating agreement. The term "purchasers" as used herein refer to persons or entities that are parties to transactions involving the mineral proceeds and that do not own all or a part of the underlying mineral fee. For any wells for which Plaintiffs act as "producers" or "operators" as defined above, they will remit to the State, mineral proceeds payable by the Plaintiffs and attributable to an obligation to pay arising from the ownership of a mineral interest whether such mineral interest is a royalty interest, a working interest, a joint operating interest or any other

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Interest which entitles an absent owner to receive some portion of current production/proceeds from the mineral estate, in accordance with Chapter 75 of the Act which, Plaintiffs agree for purposes of this agreement, requires payment on a "current basis". With respect to wells from which Plaintiffs are "purchasers" as defined above, mineral proceeds which are payable by Plaintiffs and which are not attributable to an obligation to pay arising from the ownership of a mineral interest, and only in that event, would not be remitted to the State on a "current basis". These mineral proceeds will be promptly reported and remitted to the State at the time they are deemed abandoned and otherwise subject to the Act. Should the Act be amended or judicially construed, both parties will be bound by the Act's language, as amended or construed.

"Current basis" means that Plaintiffs shall remit unclaimed mineral proceeds to the State as they become due once proceeds from that account have become deemed abandoned under Chapter 75 of the Act, such remittances to be made monthly, quarterly, semi-annually, annually, or as specified in Treasury regulations at the option of the Plaintiffs. Plaintiffs may make such adjustments and off-sets from time to time in the same manner as if the State was a royalty or other interest holder.

5. Plaintiffs shall report and remit on or before August 28, 1986 in a manner consistent with this agreement all unclaimed property due to be remitted on May 1, 1986 pursuant to the Act. For purposes of this paragraph only, "remit" is defined as actual receipt by the Treasury.

The Plaintiffs, except for the items expressly excused herein, will file, for this year and each succeeding year, full and complete reports and remittances of unclaimed property with the Texas State Treasurer, more specifically, Plaintiffs' reports shall be completed in the manner



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described in the Texas State Treasurer's reporting instructions for the particular report year; the 1985 report instructions are attached hereto as Exhibit "C" and incorporated herein by reference for all purposes.

6. The parties agree that this agreement shall be incorporated by reference into a Final Judgment of the United States District Court, Southern District of Texas, Corpus Christi Division and shall be enforceable by the parties against one another as if this agreement were a verbatim part of the Final Judgment.

7. It is understood and agreed that this agreement shall be binding upon and inure to the benefit of the parties (including Plaintiffs' subsidiary and parent companies) and their respective representatives, successors, and assigns. Should any Plaintiff acquire another entity or should any Plaintiff be acquired by another entity, the acquiring or acquired entity shall have the option (a) to join this agreement or (b) not to join this agreement but continue the Plaintiff as a party to this agreement.

8. It is understood and agreed that this agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this agreement exist. This agreement cannot be changed or terminated orally.

9. It is understood and agreed that this is a compromise of a doubtful and disputed claim, and that nothing contained herein shall be construed as an admission of liability by or on behalf of Defendants, all such liability being expressly denied.

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10. It is understood and agreed that this agreement shall be governed by, construed and enforced in accordance with, and subject to, the laws of the State of Texas.

11. It is understood and agreed that this agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

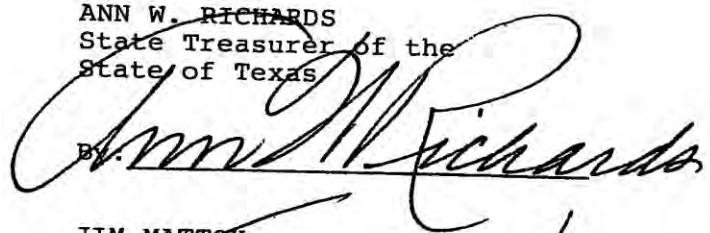
12. The individual signing this agreement on behalf of each corporate Plaintiff represents that he/she has full authority to act on behalf of said corporate Plaintiff in executing this agreement.

In Witness Whereof, the parties have affixed their signatures to this agreement on various dates effective January 9, 1986.

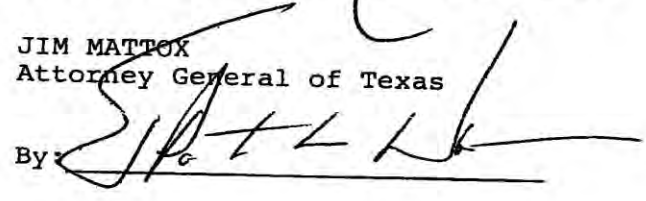


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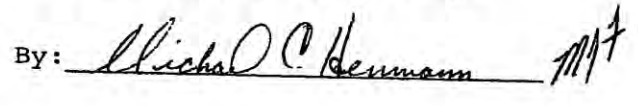
ANN W. RICHARDS  
State Treasurer of the  
State of Texas

By: 

JIM MATTOX  
Attorney General of Texas

By: 

MITCHELL ENERGY CORPORATION

By:  MCH