



COMMUNITIZATION AGREEMENT

THIS COMMUNITIZATION AGREEMENT made and entered into this 6th day of May, 1952, by and between Francis L. Harvey and Helen L. Harvey, his wife, parties of the first part and hereinafter sometimes referred to as "Harvey"; Breckhaven Oil Company, a Delaware Corporation, party of the second part, and hereinafter sometimes referred to as "Breckhaven"; and The Texas Company, a Delaware Corporation, party of the third part and hereinafter sometimes referred to as "Texas".

WITNESSETH THAT:

WHEREAS, Harvey is the present owner and holder of the following State of New Mexico Oil and Gas Leases in so far as they cover the following described lands situated in San Juan County, New Mexico:

- 1. That certain Oil and Gas Lease No. E 292-3, in so far as said lease covers the following described land:

T 29 North, Range 8 West, N.M.P.M.

Section 2: Lots 1, 2 and 4 and S½NE¼

containing 205.28 acres, more or less.

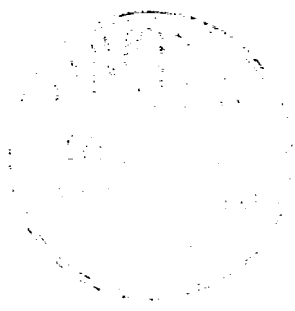
- 2. That certain oil and gas lease No. E 5380, in so far as said lease covers the following described land:

T 29 North, Range 8 West, N. M. P. M.

Section 2: SE½NW¼

containing 40 acres, more or less,

and



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WHEREAS, Breckhaven is the present owner and holder of that certain State of New Mexico Oil and Gas Lease No. B 11125-36, in so far as it covers the following described land situated in San Juan County, New Mexico:

T 29 North, Range 8 West, N. M. P. M.

Section 2: Lot 3

containing 41.64 acres, more or less,

and

WHEREAS, Texas is the present owner and holder of that certain State of New Mexico Oil and Gas Lease No. E 3149, in so far as it covers the following described land situated in San Juan County, New Mexico:

T 29 North, Range 8 West, N. M. P. M.

Section 2: SW $\frac{1}{4}$ NW $\frac{1}{4}$

containing 40 acres, more or less,

and

WHEREAS, under the applicable rules and regulations of the Oil Conservation Commission of the State of New Mexico it is necessary to form a tract or unit consisting of approximately 320 acres of land for the drilling of a Mesaverde well, and

WHEREAS, New Mexico law provides that for the purpose of more properly conserving the oil and gas resources of the State of New Mexico, the Commissioner of Public Lands may consent to and approve the development or operation of state lands under agreements made by lessees of state lands, and

UNITED STATES DEPARTMENT OF JUSTICE

Washington, D. C. 20535

February 10, 1964

Mr. J. Edgar Hoover

Director

Federal Bureau of Investigation

Dear Sir:

Reference is made to your letter of January 28, 1964, regarding the matter of the proposed merger of the American Telephone and Telegraph Company and the Western Union Company. The proposed merger would result in the formation of a new company, American Telephone and Telegraph Company, which would be a holding company for the two operating companies.

The proposed merger would result in the formation of a new company, American Telephone and Telegraph Company, which would be a holding company for the two operating companies.

Very truly yours,

W. Mark Felt

Wmf

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Wmf

WHEREAS, the parties hereto desire to communitize and pool the above described oil and gas leases in order to form one tract or unit consisting of the following described lands in San Juan County, New Mexico:

T 29 North, Range 6 West, N. M. P. M.

Section 2: Lots 1, 2, 3 and 4
S½NE½ and
S½NW½

containing 326.92 acres, more or less,

and

WHEREAS, in order to be consistent with existing rules and regulations governing well spacing and production allowables, the parties hereto desire to operate the entire communitized and pooled unit for the purpose and intent of drilling for, developing and producing dry gas and/or condensate producible from formations down to and including the Mesaverde Formation, in accordance with the terms and provisions of this agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual advantages offered by this agreement, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The above described lands which are subject to this agreement shall be developed and operated for dry gas and/or condensate producible from formations down to and including the Mesaverde Formation as an entirety, with the understanding and agreement that the dry gas and/or condensate so produced from the above described communitized tract of approximately 326.92 acres down to and including the Mesa-

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verde Formation shall be allocated among the leaseholds comprising said tract in the proportion that the acreage of each leasehold bears to the entire acreage committed hereto. Each party hereto shall own its proportionate share of the communitized production from said land and each shall currently take in kind or sell to others its proportionate share; provided, however, any party hereto may designate the other party its agent to dispose of its proportionate share of the communitized production but any such agency created shall be revocable and cancellable at will by the parties granting any such agency. The royalties payable for dry gas and/or condensate so allocated to the lands comprising the leaseholds and the rentals provided for therein shall be determined and paid on the basis respectively prescribed in the individual leases.

2. Harvey shall be the unit operator of said communitized tract and all matters of operation, adjustments between the working interest owners and payment of royalties, overriding royalties and rentals shall be governed by the provisions of the operating agreement executed by the parties hereto contemporaneously with the execution of this agreement. There shall be no obligation on Harvey to offset any dry gas well or wells on separate component tracts into which said communitized unit is now or may hereafter be divided, nor shall Harvey be required to separately measure said dry gas and/or condensate by reason of the diverse interests in the dry gas in and under said tracts, but Harvey shall not be released from any obligation to protect said communitized

unit from dry gas well or wells which may be drilled off-setting said unit.

3. The commencement, completion, continued operation or production of a well or wells for dry gas on the communitized unit down to and including the Mesaverde Formation shall be construed and considered as the commencement, completion, continued operation and production from each and all of the lands within and comprising said communitized unit.

4. Except as herein modified and changed, the said oil and gas leases hereinabove described shall remain in full force and effect as originally made and issued.

5. All production of dry gas and disposal thereof shall be in conformity with allocations, allotments and quotas made and fixed by any duly authorized person or regulatory body under applicable federal or state statute. The provisions of this Agreement shall be subject to all applicable federal or state laws or executive orders, rules and regulations which affect performance of any of the provisions of this Agreement and Harvey shall not suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this Agreement if such compliance is prevented by, or if such failure results from, compliance with any such law, rule or regulation.

6. This Agreement shall be effective as of the date hereof, upon approval of the Commissioner of Public Lands of the State of New Mexico, and shall remain in force and effect for a period of two (2) years and so long thereafter as dry

gas and/or condensate is produced from any part of said communitized unit, provided that prior to production from said communitized unit and upon fulfillment of all requirements of the Oil Conservation Commission of the State of New Mexico with respect to any dry hole or abandoned well, this Agreement may be terminated at any time by mutual agreement of the parties hereto.

7. This Agreement shall be subject to the consent and approval of the Commissioner of Public Lands of the State of New Mexico, and upon such consent and approval by the said Commissioner the above described leases in so far as they pertain to the lands above described shall be deemed as communitized and pooled for all purposes provided for in this Agreement.

8. This Agreement shall be binding upon the parties and shall extend to and be binding upon their respective heirs, successors and assigns.

9. The address of each of the parties for the serving of any notice hereunder is as follows:

Francis L. Harvey and
Helen L. Harvey, his wife a/o Wichita Engineering Co.
Wichita Falls, Texas

Brockhaven Oil Company P. O. Box 644
Albuquerque, New Mexico

The Texas Company Fort Worth, Texas

10. This Agreement may be executed in any number of counterparts, each of which shall be and constitute an original.

11. This contract is made and to be performed in the State of New Mexico. All questions regarding its

to certify that the above-named person is a resident of the State of New York and that he is a member of the Board of Directors of the Corporation of which he is a member.

[Handwritten signature]

Secretary

[Handwritten signature]

Secretary

[Handwritten signature]

Secretary

[Handwritten signature]

(Corporate Seal)

IN WITNESS WHEREOF

Secretary

[Handwritten signature]
[Handwritten signature]

Secretary
(Corporate Seal)

COMMISSION AND AGREEMENT

I hereby certify that the foregoing organization is a corporation organized under the laws of the State of New York, and that the person named above is a member of the Board of Directors of the Corporation of which he is a member.

Secretary of the State of New York

STATE OF Texas
COUNTY OF Wichita } SS:

On this 8th day of May, 1952, before me personally appeared Francis L. Harvey and Helen L. Harvey, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal the day and year last above written.

Maudie L. Moller

Maudie L. Moller
Notary Public

June 1953.

My Commission Expires:

(S E A L)

STATE OF NEW MEXICO }
COUNTY OF BERNALILLO } SS:

On this 8th day of May, 1952, before me personally appeared Thos. B. Scott, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of Breakhaven Oil Company, a corporation organized and existing under the laws of the State of Delaware, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said Thos. B. Scott, Jr., acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal the day and year last above written.

Margaret L. Ed
Notary Public

My Commission Expires:

July 25, 1955

(S E A L)

COUNTY OF

On this day of _____ 19____, personally appeared _____, known to me to be the person whose name is subscribed to and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal of the said County of _____ this _____ day of _____ 19____.

Notary Public for the State of _____
My Commission Expires _____

(1 1 1)

NOTARY PUBLIC FOR THE STATE OF _____

My commission expires _____


Notary Public for the State of _____

Notary Public for the State of _____

STATE OF TEXAS)
) SS:
COUNTY OF TARRANT)

On this 14th day of May, 1952, before me personally appeared J. H. Markley, Jr., to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of The Texas Company, a corporation organized and existing under the laws of the State of Delaware, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said J. H. Markley, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal the day and year last above written.



Notary Public in and for
Tarrant County, Texas

My Commission Expires:
June 1, 1953.

1953

... le 15 mai 1953 ...
... le 20 mai 1953 ...
... le 25 mai 1953 ...
... le 30 mai 1953 ...
... le 5 juin 1953 ...
... le 10 juin 1953 ...
... le 15 juin 1953 ...
... le 20 juin 1953 ...
... le 25 juin 1953 ...
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... le 5 juillet 1953 ...

... le 10 août 1953 ...
... le 15 août 1953 ...
... le 20 août 1953 ...
... le 25 août 1953 ...
... le 30 août 1953 ...

... le 5 septembre 1953 ...
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