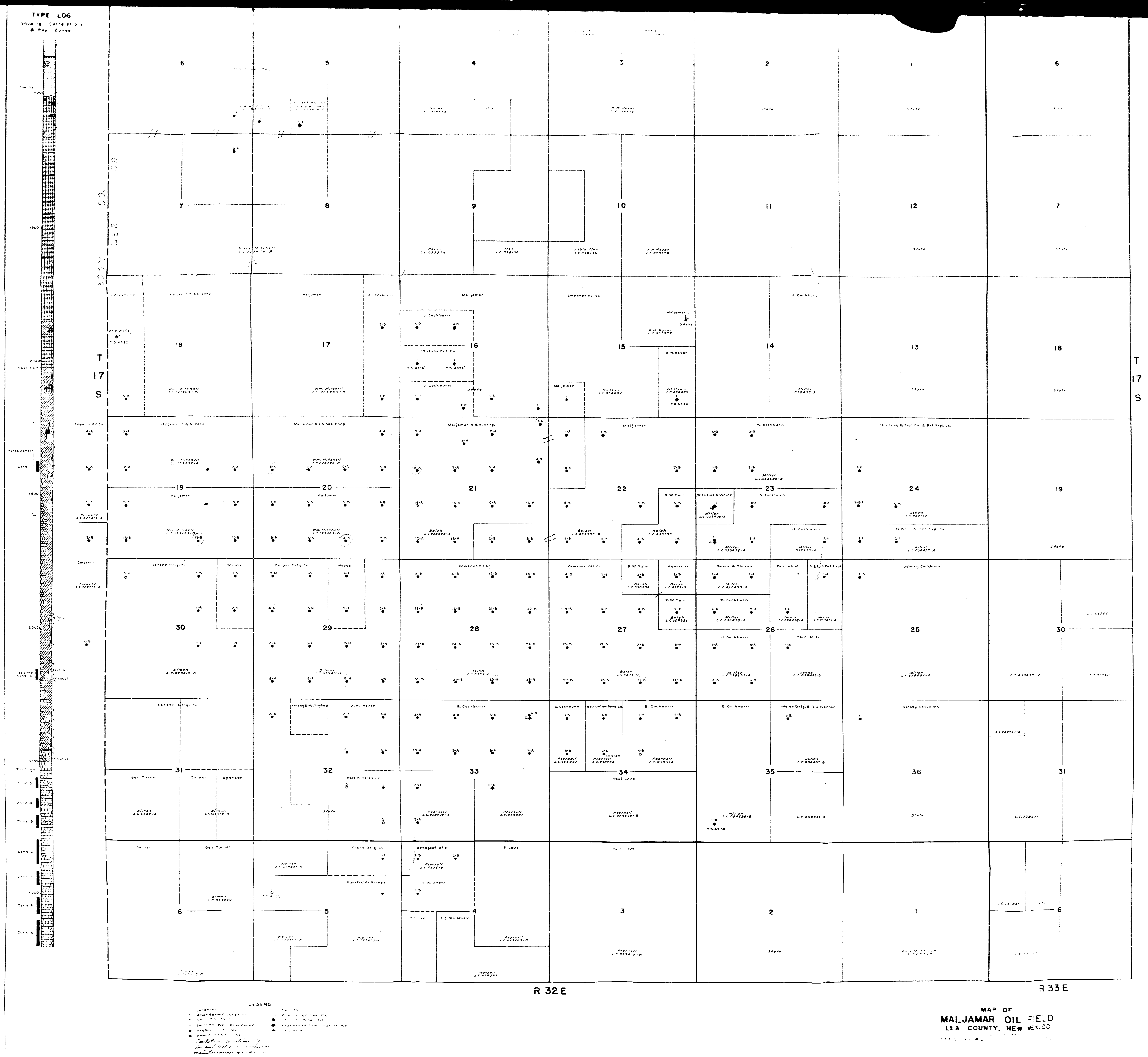


CASE No.

36

Large Exhibits
OCD



ENABLING ACT AND REGULATIONS. The provisions of the act of Congress of February 25, 1920, as amended, supra, insofar as applicable, are accepted and made a part hereof, and all development and operation under this agreement shall be subject to the operating regulations heretofore and all pertinent and reasonable regulations hereafter approved by the Secretary of the Interior under act of Congress of February 25, 1920, as amended, supra, to the extent that such regulations are not inconsistent with the specific terms of the lease or of this agreement, particularly in the matter of rates of royalty and rental, and to the extent that they are not in conflict with the laws of the State of New Mexico, provided that on lands not owned by the United States, only such regulations as govern prospecting, development, and production operations are hereby accepted.

COOPERATIVE AREA. The following described lands are hereby designated and recognized as constituting the Cooperative Area: T. 17 S., R. 22 E., N.M.P.M., Lea County, New Mexico; Sections 14 to 23, inclusive; Sections 26 to 35, inclusive.

UNITED SUBSTANCES. All oil, gas, natural gasoline, and associated hydrocarbons within the Cooperative Area subject hereto, hereinafter called "United Substances," are by the terms of this agreement to be produced cooperatively. The terms gas and natural gasoline wherever used in this agreement shall include all products manufactured therefrom.

OPERATORS COMMITTEE. All development and operations except repressuring for the "United Substances" within the Cooperative Area subject hereto shall be conducted and managed by each leasee, but each leasee hereby agrees not to produce from any well at a higher gas-oil ratio than the Operators Committee shall stipulate. Said Operators Committee is hereby created, hereinafter designated as the Operators Committee, consisting of one member to be appointed by each well owner in the Cooperative Area subject hereto, their successors or assigns. Any member appointed or elected to serve on the Operators Committee may be changed from time to time by his principal or principals appointing or electing a new member and by notifying the other members of the Operators Committee or the other principals, in writing, of such action.

The Operators Committee shall act upon and determine all matters coming before it regarding repressuring. Separate votes shall be taken as to matters concerning each separate productive or possibly productive horizon, and each member of the committee shall have the right to cast votes on all matters concerning each separate horizon within the Cooperative Area subject to this agreement. Each member of the Operators Committee shall have a vote in the proportion that the number of producing and key wells owned by him or his principal bears to the total number of producing and key wells in the Cooperative Area subject hereto. Except as hereinafter provided, a vote of the majority percentage interest in the Cooperative Area subject hereto shall be binding upon all of the parties; provided, however, that should the interest of any one of the parties hereto be a majority interest, the vote of at least one other member of the Operators Committee shall be required in addition to the vote of the representative of such majority interest to bind all the parties.

The Operators Committee shall be charged with the planning, coordinating, direction and supervision of the repressuring operations upon the Cooperative Area subject hereto, is hereby authorized, subject to the terms hereof, to do any and all of the following things

necessary and convenient for carrying out the terms and spirit of this agreement, and to that end the Operators Committee is hereby authorized and directed on behalf of the parties hereto:

a. To adopt rules and regulations for its proper functioning including the selection of the time and place for holding meetings, the calling thereof, and the manner of taking votes on any question.

b. To plan and coordinate, except as otherwise herein provided, all repressuring of the Cooperative Area subject hereto to the best interest of the parties hereto in accordance with good oil field practice and to promote the economical and efficient repressuring of the Cooperative Area subject hereto to the end that the maximum practicable recovery of the "United Substances" may be obtained from all parts of the said Cooperative Area subject hereto.

c. To appoint annually an "Executive Committee" composed of ~~three~~ members of the Operators Committee.

d. To direct the Executive Committee to carry public liability or other forms of insurance necessary. If insurance is to be carried, the Operators Committee shall determine and prescribe the various types and amounts of coverage and may designate the carrier thereof.

e. To pass upon and approve or disapprove the Executive Committee's advance estimates of costs and expenditures.

f. To approve or disapprove any proposed expenditures of the Executive Committee in any sum in excess of the amount of \$10,000.00 for extension of the plant or any changes therein.

g. To approve or disapprove the proposed sale and disposition of surplus materials and equipment by the Executive Committee.

h. To meet at the call of the Chairman for the purpose of considering any business affecting the Cooperative Area subject hereto; provided, however, that a period of not more than three (3) months shall elapse between any two meetings, and, provided further, that any party hereto shall be entitled to call a meeting of the Operators Committee.

i. Generally, in addition to delegating the things herein specifically provided, to do any and all other things necessary and convenient for carrying out the terms and spirit of this agreement. Any of the above authority may be delegated to the Executive Committee the performance of which may be delegated to the employees including the engineer of the association by the Executive Committee which is to have active charge of the operations. To have full authority and power to purchase and install equipment not to exceed \$500,000.00, employ personnel and delegate its authority, select key wells, control injection volumes, maintain back pressures, and abandon and salvage plant under conditions herein stated.

OPERATIONS ON LAND NOT SUBJECT TO THIS AGREEMENT. Lands within the Cooperative Area subject hereto not subject to the terms of this agreement, which are now or shall hereafter come under the control of any or all of the signatories hereto, shall be developed and operated in accordance with the terms hereof, to the fullest extent possible not in conflict with the contract under which control of such land is acquired, without waste or undue advantage to such lands over the lands subject to this agreement, and in manner best adapted to promote uniform drainage.

Maljamar Cooperative Repressuring Agreement

THIS AGREEMENT, made and entered into this 5th day of August, 1941, by and between the Maljamar Oil & Gas Corporation, a Delaware Corporation, with offices at Artesia, New Mexico; Emory Carter, joined by his wife, Rita Carter; Grady Booker, joined by his wife, Nellie Booker; Stanley Carter, joined by his wife, Edna Carter; Marshall Bowley, joined by his wife, June Bowley; Ustin W. Booker, joined by his wife, Frances Booker, being all of the members of the Carter Drilling Company, a copartnership, City of Artesia, New Mexico; Barney Cockburn, joined by his wife, Zula Cockburn, of Lubbock, Texas; Johnny Cockburn, joined by his wife, Thelma Cockburn, of Lubbock, Texas; E. O. Woods, joined by her husband, A. T. Woods, of Artesia, New Mexico; R. W. Fair, joined by his wife, Mattie Fair; R. W. Fair and Mattie Fair, Trustees of the Fair Foundation, of Tyler, Texas, and such other owners of lands or rights of any nature in or to hereinafter defined, as may hereafter become parties to this agreement by subscribing hereto.

WITNESSETH:

RECITALS

WHEREAS, oil and gas lease covering lands owned by the United States, within said exterior boundaries, have heretofore issued pursuant to the Act of Congress approved February 25, 1920 (41 Stat. 437) as amended; and

WHEREAS, the amendatory acts of Congress, approved March 4, 1931 (46 Stat. 1521) and August 21, 1935 (49 Stat. 674) authorize lessees and their representatives to unite with each other, or jointly or severally with others, in collectively adopting and operating under a cooperative operation of any single oil or gas area, field or pool for the purpose of more properly conserving the natural resources thereof whenever determined and certified by the Secretary of the Interior to be necessary or advisable in the public interest; and

WHEREAS, the Cooperative Area subject hereto, as hereinafter defined, constitutes a single oil and gas area, field or pool within the meaning of the Acts of March 4, 1931 and August 21, 1935, supra; and

WHEREAS, the Government lessees, or their representatives and the owners or lessees of other lands subsurface hereto, or consenting hereto, hold such a part of said oil or gas area, field or pool as will give effective control thereof; and

WHEREAS, for the purpose of more properly conserving the oil and gas resources of said area, field or pool, it is necessary, convenient and advisable in the public interest, that the parties signatory hereto and the parties consenting hereto, with the consent of the Secretary of the Interior to unite in a Cooperative Plan of operation to provide economical and efficient operation, the maximum recovery of oil, gas, and associated hydrocarbon substances that may be produced from said Cooperative Area subject hereto through repressuring or other method of stimulating production without waste;

NOW, THEREFORE, in consideration of the premises and the promises hereinafter contained, the parties hereto, and the parties consenting hereto, agree severally among themselves and with the Secretary of the Interior, as follows:

VI

INCLUSION OF ACREAGE. Owners of oil and gas leases for lands which are adjacent to, or near the Cooperative Area subject hereto, upon executing a consent to be bound by the terms of this agreement and upon the affirmative vote of 51% of the wells of the interested parties, which percent must not be less than 33 1/3% of the interested parties, and with the consent of the Secretary of the Interior, shall have said lands included as a part of this Cooperative Area subject hereto.

VII

ALLOCATION OF PRODUCTION. All "United Substances" within the Cooperative Area subject hereto, as herein defined, shall belong to the lease from which produced, except as otherwise herein provided.

VIII

OPERATING EXPENSE. Natural gasoline is to be manufactured, and the operators in the Cooperative Area subject hereto agree to deliver their produced gas at their operators for the benefit of the repressuring unit. The receipts from the sale of natural gasoline shall be used for payment of operating expenses, improvements, extensions, or changes in the plant; and an operating fund not to exceed \$10,000.00. Any amounts in excess of the above fund, with the approval of the Operators Committee, may be applied on the cost of the plant as previously stated herein.

After the plant has been paid for, any funds on hand in excess of \$10,000.00 should be prorated by the Operators Committee to the various lease owners in the proportion to the amount paid on the plant by each lease owner.

In the event the income from the sale of natural gasoline should be insufficient in any month to meet the operating expense, then it is agreed that the Operators Committee may levy an assessment of not in excess of one (1¢) for each barrel of oil produced during the month next preceding from the leasehold interest on all wells in the Cooperative Area subject hereto.

A lien is hereby created on all wells and leases in said area to guarantee the payment of the assessment up to one (1¢) per barrel of produced oil per month as, if, and when assessed by the Operators Committee.

The plant may be abandoned or sold only on written consent of owners of at least 75% of the wells in the Cooperative Area subject hereto. As, if, and when the plant is salvaged or sold, the proceeds will be divided among the various owners in the same proportion as the amount of money each has paid in on the plant bears to the total amount paid on same.

IX

TAXES. The Operators Committee shall attend to the rendition for ad valorem taxation on the plant and equipment; the taxation on this plant and equipment shall be paid out of the plant operating fund.

X

RIGHT OF PARTIES TO INSPECT PROPERTY AND RECORDS. The following specific rights, privileges and obligations of the Operators Committee are hereby expressly provided, but not by way of limitation or exclusion of any other rights, privileges and obligations of the respective parties:

August 16th 1941
(Date)
Serial Nos. (Las Cruces)
06899-A SW 1/4 Sec. 28, T. 17 S. R. 32 E.
06897-B E 1/2 Sec. 14, T. 17 S. R. 32 E.
Total Acres: 160 320 480 No. of Wells: 3

August 25th 1941
(Date)
Serial Nos. (Las Cruces)
02940-A NW 1/4 Sec. 29, T. 17 S. R. 32 E.
02940-B E 1/2 Sec. 30, T. 17 S. R. 32 E.
Total Acres: 80 80 160 No. of Wells: 2 2 4

August 20th 1941
(Date)
Serial Nos. (Las Cruces)
06898-B NW 1/4 Sec. 27, T. 17 S. R. 32 E.
06899-B E 1/2 Sec. 22, T. 17 S. R. 32 E.
Total Acres: 80 120 200 No. of Wells: 2 3 5

(Date) (Address) Acres: No. of Wells:

(Date) (Address) Acres: No. of Wells:

Total

(Date) (Address) Acres: No. of Wells:

(Date) (Address) Acres: No. of Wells:

Total

(Date) (Address) Acres: No. of Wells:

(Date) (Address) Acres: No. of Wells:

Total

(Date) (Address) Acres: No. of Wells:

(Date) (Address) Acres: No. of Wells:

Total

STATE OF New York } ss.
COUNTY OF New York }
On this 3 day of August, 1941, before me personally appeared Ernest J. Bartlett, to me personally known, who being by me duly sworn, did say that he is the President of Majanar Oil & Gas Corporation, a Delaware corporation, 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 Ernest J. Bartlett acknowledged said instrument to be the free act and deed of said corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this day and year last above written.
My commission expires: March 30, 1942
Notary Public

STATE OF NEW MEXICO } ss.
COUNTY OF EDDY }
On this the 26 day of August, 1941, before me personally appeared Emory Carper and wife, Edna Carper; Grady Booker and wife, Nellie Booker; Stanley Carper and wife, Edna Carper; Marshall Rowley and wife, Jane Rowley; and Glenn W. Booker, and wife, Frances Booker; being all of the members of the Carper Drilling Co., a co-partnership, to me personally 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.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this day and year last above written.
My commission expires: May 23, 1942
Notary Public

STATE OF Texas } ss.
COUNTY OF Lubbock }
On this the 16th day of August, 1941, before me personally appeared Barney Cockburn and wife Zula Cockburn, to me personally 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.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.
My commission expires: December 1st, 1943
Notary Public

STATE OF Delaware } ss.
COUNTY OF Delaware } ss.
On this the 16 day of August, 1941, before me personally appeared John Cockburn, and wife, Thelma Cockburn, to me personally 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.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.
My commission expires: May 23, 1942
Grady Wright Seal
Notary Public

STATE OF NEW MEXICO } ss.
COUNTY OF EDDY } ss.
On this the 25 day of August, 1941, before me personally appeared E. G. Woods and husband, A. T. Woods, to me personally 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.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.
My commission expires: May 23, 1942
Mary Louise Cordine Seal
Notary Public

STATE OF Delaware } ss.
COUNTY OF Delaware } ss.
On this the 20 day of August, 1941, before me personally appeared R. W. Fair and wife, Mattie Fair, personally, and as Trustees for the Fair Foundation, to me personally 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.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.
My commission expires: May 23, 1942
Sam Wright Seal
Notary Public

CORPORATION ACKNOWLEDGMENT
STATE OF _____ } ss.
COUNTY OF _____ } ss.
On this the _____ day of _____, 1941, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____, 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 _____ acknowledged said instrument to be the free act and deed of said corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.
My commission expires: _____
Notary Public

INDIVIDUAL ACKNOWLEDGMENT
STATE OF _____ } ss.
COUNTY OF _____ } ss.
On this the _____ day of _____, 1941, before me personally appeared _____, to me personally known to be the person _____ described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.
My commission expires: _____
Notary Public

CORPORATION ACKNOWLEDGMENT
STATE OF _____ } ss.
COUNTY OF _____ } ss.
On this the _____ day of _____, 1941, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____, 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 _____ acknowledged said instrument to be the free act and deed of said corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.
My commission expires: _____
Notary Public

INDIVIDUAL ACKNOWLEDGMENT
STATE OF _____ } ss.
COUNTY OF _____ } ss.
On this the _____ day of _____, 1941, before me personally appeared _____, to me personally known to be the person _____ described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.
My commission expires: _____
Notary Public

CORPORATION ACKNOWLEDGMENT
STATE OF _____ } ss.
COUNTY OF _____ } ss.
On this the _____ day of _____, 1941, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____, 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 _____ acknowledged said instrument to be the free act and deed of said corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.
My commission expires: _____
Notary Public

INDIVIDUAL ACKNOWLEDGMENT
STATE OF _____ } ss.
COUNTY OF _____ } ss.
On this the _____ day of _____, 1941, before me personally appeared _____, to me personally known to be the person _____ described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.
My commission expires: _____
Notary Public

CORPORATION ACKNOWLEDGMENT
STATE OF _____ } ss.
COUNTY OF _____ } ss.
On this the _____ day of _____, 1941, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____, 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 _____ acknowledged said instrument to be the free act and deed of said corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.
My commission expires: _____
Notary Public

INDIVIDUAL ACKNOWLEDGMENT
STATE OF _____ } ss.
COUNTY OF _____ } ss.
On this the _____ day of _____, 1941, before me personally appeared _____, to me personally known to be the person _____ described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.
My commission expires: _____
Notary Public

APPROVAL—CERTIFICATION—DETERMINATION
Pursuant to the statutory authority in the Secretary of the Interior, under the Act approved March 4, 1931 (46 U. S. Statutes at Large, 1823), and the Act approved August 21, 1938 (49 U. S. Statutes at Large 614) amending the Act approved February 25, 1920 (41 U. S. Statutes at Large 437), in order to secure the proper protection of the public interest, I, Harold A. Schue, Secretary of the Interior, this 29 day of September, 1941, hereby take the following action:
A. Approve the attached agreement, entered into between the _____, _____ Oil & Gas Corporation, a Delaware Corporation, with offices at Artesia, New Mexico; Emory Carper, joined by his wife, Edna Carper; Grady Booker, joined by his wife, Nellie Booker; Stanley Carper, joined by his wife, Edna Carper; Marshall Bowler, joined by his wife, Jane Bowler; Glenn W. Bowler, joined by his wife, Frances Bowler, being all of the members of the Carper Drilling Company, a co-partnership of Artesia, New Mexico; Barney Cockburn, joined by his wife, Thelma Cockburn, of Lubbock, Texas; Johnny Cockburn, joined by his wife, Thelma Cockburn, of Lubbock, Texas; E. G. Woods, joined by her husband, A. T. Woods, of Artesia, New Mexico; R. W. Fair, joined by his wife, Mattie Fair; R. W. Fair and Mattie Fair, Trustees of the Fair Foundation, of Tyler, Texas, and others subscribing there to.
B. Determine and certify that the cooperative plan of development and operation of the Majanar Field, New Mexico, contemplated in said Agreement is for the purpose of more properly conserving the oil and gas resources of said field and is necessary and advisable in the public interest.
C. Certify that each and every lease heretofore or hereafter issued for a period of twenty years for lands of the United States subject to said agreement, from the effective date thereof, and concurrently therewith, as modified by this Agreement, shall be continued in force beyond the twenty years specified in the lease until the termination of this agreement.
D. Certify that the issuance of this approval, certification and determination certificate is for the purpose of giving this Cooperative Agreement the force and effect of a plan of cooperative development and operation under the terms and conditions specified in the acts of March 4, 1931, and August 21, 1938, supra.
Harold A. Schue
Secretary of the Interior

