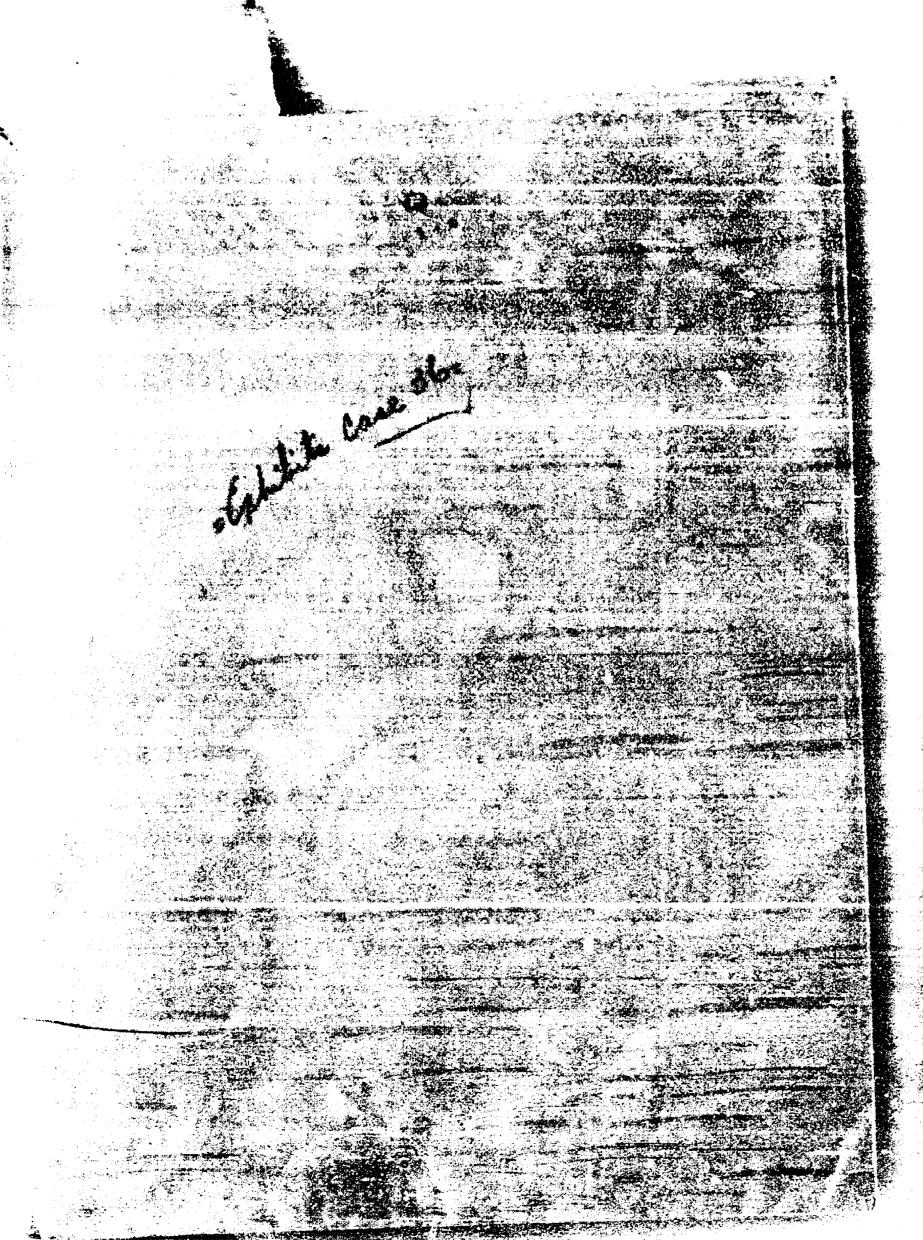
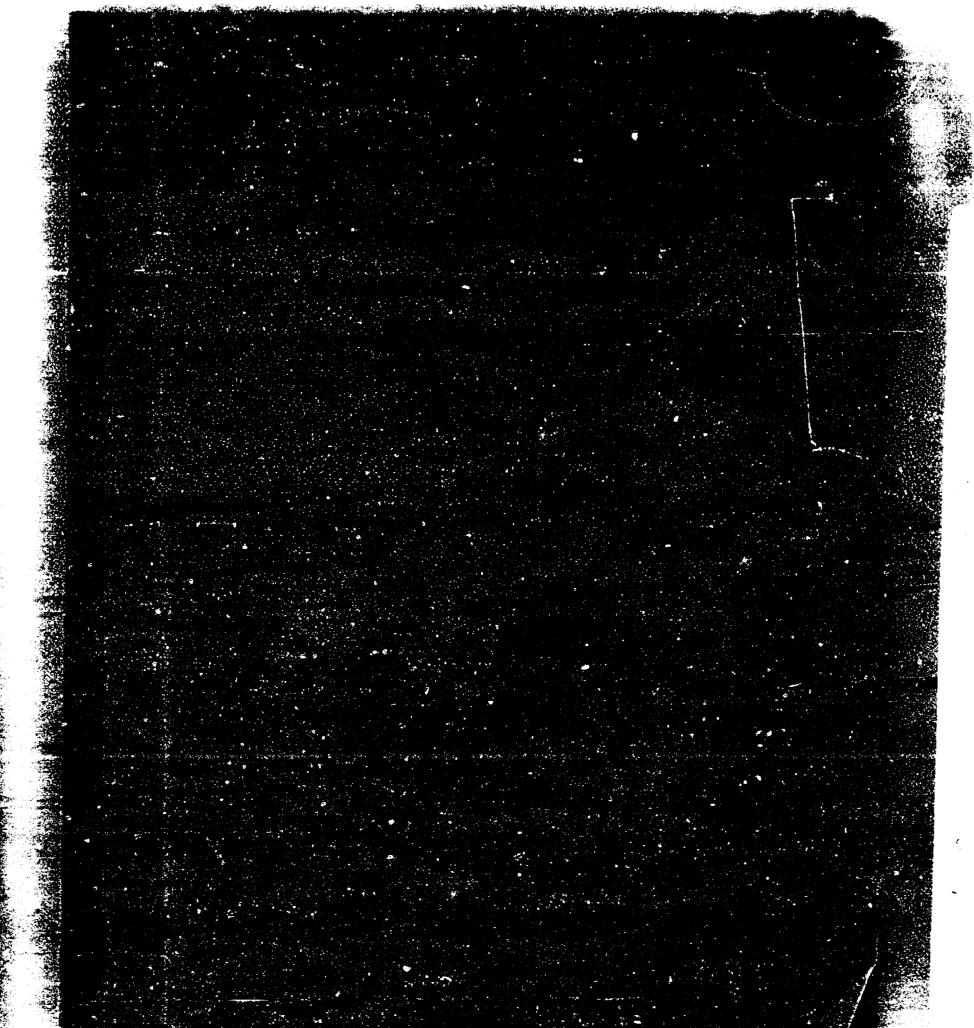
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Jarge Exhibits
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Maljamar Cooperative Repressuring Agreement

THIS ACREEMENT, made and entered into this the 5th day of August, 1941, by and between the Maljamar Oil & Gas Corporation, a Delaware Corporation, with offices at Artesia, New Mexico; Emery Carper, joined by his wife, Etta Carper; Grady Booker, joined by his wife, Nelle Booker; Stanley Carper, joined by his wife, Edna Carper; Marshall Rowley, joined by his wife, June Rowley; Glenn W. Booker, joined by his wife, Frances Booker, being all of the members of the Carper Drilling Company, a co-partnership of Artesia, New Mexico; Barney Cockburn, joined by his wife, Zula Cockburn, of Lubbock, Texas; Johney 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 such other owners of lands or rights of any nature in or to oil or gas deposits within the exterior boundary lines of the cooperative area subject hereto, hereinafter defined, as may hereafter become parties to this agreement by subscribing

WITNESSETH: RECITALS

August 21, 1935, supra; and

WHEREAS, oil and gas leases 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. 1523) 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

WHEREAS, the Government lessees, or their representatives and the owners or lessees of other lands subscribing 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, for 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 promote 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 re-

pressuring or other methods 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:

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 leases 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 governing. 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. 32 E., N.M.P.M., Lea County, New Mexico; Sections 14 to 23, inclusive; Sections 26 to 35, inclusive.

UNITIZED SUBSTANCES. All oil, gas, natural gasoline, and associated hydrocarbons within the Cooperative Area subject hereto, hereinafter called "Unitized 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

OPERATORS COMMITTEE. All development and operations except repressuring for the "Unitized Substances" within the Cooperative Area subject hereto shall be conducted and managed by each lessee, but each lessee hereby agrees not to produce from $\vee q_{1}$ any well at a higher gas-oil ratio than the Operators Committee shall stipulate. Said Op- pater erators 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 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

—2—

the parties.

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 practices and to promote the economical and efficient repressuring of the Cooperative Area subject hereto to the end that the maximum practicable recovery of the "Unitized Substances" may be obtained from all parts of the said Cooperative Area subject hereto. EIVE - By ameliat 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 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 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

i. Generally, in addition to doing 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 \$250,000.00, employ personnel and delegate its authority, select key wells, control injection volumes, maintain back pressures, and abandon and salvage plant under conditions herein stated.

Committee.

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.

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 weils of the interested parties, which percent must not be less than 331/3% 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.

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

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 separators 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 (1c) 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

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.

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:

a. The Operators Committee shall have access to the entire Cooperative Area subject hereto at all reasonable times, to inspect and observe operations of every kind and character upon the property. b. The Operators Committee shall have access, at all reasonable times to any and all information pertaining to wells drilled, production secured, oil marketed, and to the books, records, and vouchers relating to the operation of said Cooperative Area subject

c. Operators of leases shall upon request, furnish the Operators Committee true and complete copies of well logs, tank tables, daily gauge and run tickets, and reports of stock on hand at the first of each month, and shall also, upon request, make available samples and cuttings from any and all wells drilled by them in the Cooperative Area subject hereto.

REPRESSURING. For the purposes of conserving the natural resources and of securing the greatest ultimate practicable recovery of oil and gas from the Cooperative Area subject hereto, it is agreed by all parties of interest that all natural gas produced from the Cooperative Area subject hereto, except the amount used for development and operations in the Cooperative Area subject hereto or unavoidably lost, shall be returned to the oil-producing formation of the Cooperative Area subject hereto; for which purpose, each operator and lessee agree to equip each of his or its wells in a manner approved by the Operators Committee for the separation of oil and gas. Such gas is to be furnished, without charge, for repressuring or pressure maintenance. For the purpose of returning the gas to the producing formation, the necessary

plant and pipelines will be constructed and laid by the Operators Committee. The cost of building said plant, laying said pipelines, and the operation of the repressuring system shall be borne by the parties of interest on the same percentage basis his or its oil production bears to the total production for the Cooperative Area subject hereto. The cost of the repressuring system shall be paid for by the respective lease owners comprising the unit, and there is hereby assigned to the contractor building said plant 1/16th of 7/8ths of the oil produced and sold from the Cooperative Area subject hereto as contained in Exhibit A' which is attached hereto and made a part hereof as well as any additional acreage that may subsequently be brought into said area until the contract price is fully liquidated. A lease owner having five wells or less in the Cooperative Area subject hereto will not be required to furnish an injection well without his consent. The pipeline company or companies taking oil from said leases are hereby authorized to make payment to the contractor selected or to be selected by the Operators Committee, 1/16th of 7/8ths of the oil until the total indebtedness due the contractor under the terms hereof has been fully paid and liquidated. The undersigned lease owners waive the neces-

RENTAL AND ROYALTY PAYMENTS. Each party hereto owning the leasehold rights on the separate tracts herein involved shall be separately liable for and shall promptly pay all lease rentals, acreage rentals, delay rentals or well rentals reserved and required to be paid by the leases or agreements under which such party holds the leasehold rights. Likewise, each party holding such leasehold rights shall be separately liable for and shall pay the premiums on its lease bonds or other bonds required for maintenance of its leasehold rights on the separate tracts and shall maintain in full force and effect all such bonds for which it is separately liable. Likewise, each party hereto holding the leasehold rights on the separate tracts herein involved shall be separately liable for and shall pay all royalties which it

sity of signing a division or transfer order for the said sum to the contractor.

SUSPENSION OF OBLIGATIONS. Anything in this Agreement, or any portion & thereof, or in said leases, drilling and operating agreements, overriding royalty agreements or Such any other agreement or agreements to the contrary notwithstanding, it is hereby expressly known agreed that the obligations of the holder or holders of rights signatory hereto under such leases, drilling and operating agreements, overriding royalty agreements, or any other agreement or agreements, shall be suspended to the extent that performance is prevented by weather conditions, strikes, lockouts, acts of God, or calamitous visitations, unavoidable accidenta, rules and regulations of Federal, State or other Governmental agency under asserted authority, or for any cause beyond the control of the respective owners of operating

NOTICES. All notices or demands to be given hereunder to parties signatory hereto or consenting hereto, or statements to be rendered, may be given by mail to addresses set forth in connection with signatures hereto and to consents hereof, provided that any change in address shall be binding upon the Operators Committee if given by registered mail to said Committee.

rights signatory hereto.

NO WAIVER OF CERTAIN RIGHTS. Nothing in this Agreement contained shall be construed as a waiver by any party signatory hereto or consenting to this Agreement of the right to ascert any legal or constitutional right or defense as to the validity or invalidity of any law of the State of New Mexico, of the United States, or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive. Nothing in this contract may be construed to permit anyone to do anything to jeopardize the validity of the leases. Nothing in this instrument shall be construed to increase or decrease the authority

of the Secretary of the Interior acting through the supervisor or otherwise to control and

NO PARTNERSHIP. Nothing in this Agreement contained, implied, or contemplated, shall create, or be deemed to have created, a partnership between the parties hereto, or any of them.

direct the operations under any lease of Federal lands made subject hereto.

WARRANTY OF TITLE. Each party hereto, except the United States of America. warrants and agrees to defend the title to the rights and interests claimed by him or it as hereinafter set out opposite his or its signature hereto.

XXV COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document.

may be obligated to pay on account of said tracts based on the amount of the "Unitized Substances" allocated under this Agreement to said tracts but may) order the same to be paid direct to the royalty owners by the purchaser of the "Unitized Substances." Royalty shall be due and payable on gas, natural gasoline or other products manufactured by the Cooperative from the Cooperative Area subject hereto, when such products are sold. Each party hereto and each owner of royalty rights or interests except the United States shall be liable for and pay all taxes levied on his or its property included in this Agreement, including production taxes levied by any lawful taxing authority on the amount and with of the "Unitized Substances" produced from his or its tract or tracts.

-

GOVERNMENT ROYALTIES AND RENTALS. Royalty to the United States shall be paid by the respective owners of leasehold rights at the rates and in the manner specified in the respective Federal leases on the amount of production from the tracts thereof; provided that royalty on natural gaseline from all leased lands within the Cooperative Area subject hereto shall be paid in a consolidated account for all lesses by or on behalf of the Operators Committee and shall be 31/2% of the value of natural gasoline manufactured at the plant, 200 it being understood and agreed that royalty so paid shall be accepted by the United States in full satisfaction of royalty on natural gasoline from all leased lands within the said Cooperative Area subject hereto and the amounts paid shall be allocated to each lease in accordance with a schedule to be approved by the oil and gas supervisor.

Except as herein before provided, royalty to the United States shall be computed and

paid in accordance with rules and regulations approved by the Secretary of the Interior, 1, 311. and upon his demand shall be paid in kind. Rentals for lands of the United States subject to this agreement at the rates specified in the respective Federal leases shall be paid by each respective lease owner or suspended, a determined by the Secretary of the Interior, pursuant to applicable law and regulations, anything in this Agreement to the contrary notwithstanding.

CONSERVATION. Operations shall be conducted so as to provide for the most economical and efficient recovery of "Unitized Substances" to the end that maximum ultimate recovery may be obtained without waste. For the purpose of more properly conserving the natural resources of the lands embraced within this Agreement, the production of "Unitized Substances" shall at all times be without waste as defined by State or Federal Law; shall be limited to such production as can be put to beneficial use with adequate realization of values; and in the discretion of the Secretary of the Interior shall be limited by the beneficial demand as determined by said Secretary for oil or for gas, whichever would tend to avoid excessive production of either gas or oil. The foundation confirmed with

LEASES CONFORMED TO AGREEMENT. (a) The parties hereto, or consenting hereto, holding titles, rights or leases covering lands subject to this Agreement not owned by the United States, hereby agree that, insofar as their interests are concerned, the pro-Value visions of all leases and contracts relating to such lands shall be deemed modified to con- 2, 31, form hereto, and that no such lease shall be deemed to terminate or expire during the life of

(b) The parties hereto, or consenting hereto, holding leases embracing lands of the United States subject to this Agreement consent that the Secretary of the Interior shall

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and have set following their respective names the date of execution. This instrument shall be binding on the undersigned, their heirs, successors and assigns, as to the oil and gas leases embracing lands as shown following their signatures, and shall be effective as of 7 o'clock, A. M. on the first day of the month following the signing of this instrument by the owners of oil and gas leases covering a minimum of Sixty-four (64) wells and the approval of same by the Secretary of the Interior.

MALJAMAR OIL & GAS CORPORATION By Fring J. Bartlett

Serial Nos. (Las Cruces) N½, N½S½, S½SW¼ Sec. 21; W½NW¼ Sec. 22, T. 17 S. R. 32 E. S½SE¼ Sec. 21; NE¼, E½NW¼, SW¼, NW¼-SE1/4 Sec. 22, T. 17 S. R. 32 E. 640 N½ Sec. 19; N½ Sec. 20, T. 17 S. R. 32 E. S½ Sec. 19; S½ Sec. 20; all Sec. 17 and 18, T. 17 S. R. 32 E. Lease issued by State of New Mexico, acting by and through it Commissioner of Public Lands covering the E1/2 Sec. 16, T. 17 S. R. 32 E.

and said Secretary by his approval of this Agreement does hereby establish, alter, change or revoke the drilling, producing and royalty requirements of such leases and the regulations in respect thereto to conform said requirements to the provisions of this Agreement, and each and every lease heretofore or hereafter issued for a period of twenty years for lands of the United States subject to this Agreement, from the effective date hereof and concurrently herewith shall be continued in force beyond the twenty years specified in the lease until the termination of this agreement.

COVENANTS TO RUN WITH LAND. The covenants herein run with the land until this Agreement terminates and any grant, transfer or lease of any interest herein, or any control of lands or leases subject hereto, shall be conditioned on the assumption of all privileges and obligations hereunder by the grantee, transferce, lessee or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior. No provisions of this Agreement shall be construed as creating any obligation or privilege for the benefit of any person or corporation not a party hereto, or not expressly consenting hereto.

EFFECTIVE DATE AND TERM. This Agreement shall become effective upon approval as hereinafter provided and shall remain in effect so long thereafter as pressure maintenance or repressuring operations are continued as herein provided, or until such operations are terminated with the consent of the Secretary of the Interior first had and obtained, in the event 75% affirmative vote of the Operators Committee finds or determines 6. that the production of oil from the Cooperative Area subject hereto through methods herein provided is not successful or is impracticable.

RATE OF PROSPECTING, PRODUCTION AND DEVELOPMENT. All production and the disposal thereof shall be in conformity with allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body having jurisdiction under any Federal statute or statute of the State of New Mexico; provided, that the Secretary of the Interior is vested with authority, pursuant to the amendatory acts of March 4, 1931, and of August 21, 1935, to alter or modify from time to time in his discretion, the rate of prospecting and development and the quantity and rate of production under this Agreement, to such authority being hereby limited to alteration or modification in the public interest, which the purpose thereof and the public interest to be served thereby to be stated in the order of alteration or modification.

EXISTING AGREEMENTS NOT CANCELLED. The parties hereto and all parties consenting to this Agreement agree that this Agreement shall not cancel or supersede the existing leases, drilling and operating agreements, overriding royalty agreements, or other agreements affecting the Cooperative Area owned or held by the parties subscribing or consenting hereto, and the same shall continue in full force and effect except to the extent that they, or any one or more thereof, are in conflict with the provisions of or are modified by this Agreement; and in case of conflict between this Agreement and any one or more of said leases, drilling and operating agreements, overriding royalty agreements or other agreements, the provisions of this Agreement during its effectiveness shall govern and control, and such other agreements shall be and the same are hereby modified and amended accordingly.

Emery Carper (E. C.) Etta Carper (E. C.) Grady Booker (G. B.) Nelle Booker (N. B.) Stanley Carper (S.C.) Edna Carper (E C) Marshall Rowley (M. R.) June Rowley (J. R.) Glenn H. Booker (G. W. B.) Frances Booker (F. B.) Members of the Carper Drilling. august 26, 1941 artisia now mexico

(Address) Serial Nos. (Las Cruces) Acres: Wells: 029410-A E1/2NE1/4, SW1/4 Sec. 79, T. 17 S. R. 32 E. NW1/4, SE1/4 Sec. 29, T. 17 S. R. 32 E. 029410-B W1/2NE1/4, SW1/4 Sec. 30, NE1/4 Sec. 31, T. 17 NW1/4, SE1/4 Sec. 30; NW1/4, W1/2SE1/4 Sec. 31, T. 17 S. R. 32 E. 1520

august 16th 1941 Lusisch Zexan (Las Cruces) 057210-B NE14NE14, SW14NE14, SE14, W14 Sec. 27, all Sec. 28, T. 17 S. R. 32 E. S1/2SW14, NE1/4SW14, N1/4SE1/4 Sec. 23; S1/4NW14 Sec. 26, T. 17 S. R. 32 E. N½ Sec. 23; W½ Sec. 35, T. 17 S. R. 32 E. NW14, E1/2 Sec. 33, T. 17 S. R. 32 E. 059002-B W1/2NW1/4 Sec. 34, T. 17 S. R. 32 E. NE1/4 Sec. 34, T. 17 S. R. 32 E.

-10-

Total

Thelma Cockburn and wife) August 16 ch 1941 Kullack Toxas (Address) Serial Nos.
(Las Cruces)
058699-A
SW14 Sec. 26, T. 17 S. R. 32 E.
058697-B
E14 Sec. 14, T. 17 S. R. 32 E. Serial Nos. (Las Cruces) (Las Cruces) (E. G. Woods and husband) Serial Nos. (Las Cruces) Mattie Fair (R. W. Fair and wife) RA Fair Mattie Fair Foundation. Got 689 Tyler Tepse Serial Nos.
(Las Cruces)
058396-B
NW14NE14, SE14NE14 Sec. 27, T. 17 S. R. 32 E.
058395-B
E14SE14, SW14SE14 Sec. 22, T. 17 S. R. 32 E. E14SE14. SW14SE14 Sec. 22, T. 17 S. R. 32 E. STATE OF Their york COUNTY OF New York (Address) Irring J. Bartlett Serial Nos. Serial Nos. No. of (Las Cruces) (Las Cruces) on this the day and year last above written. My commission expires:

March 30, 1942 ---- STATE OF NEW MEXICO -----COUNTY OF EDDY ---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 the day and year last above written. mary Lucilie Cardin My commission expires: Serial Nos. Serial Nos. (Las Cruces) may 23, 1942 (Las Cruces) STATE OF Jefan COUNTY OF Ludbock On this the 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 IN WITNESS WHEREUP, I have necessary and year in this certificate first above written.

My commission expires: ____ ____ June 1st, 1943 •-------14---

the corporate seal of said corporation, and that said instrument was signed and sealed in IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal William Brawn wife, Edna Carper; Marshall Rowley, and wife, June 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

repaired to the control of the contr

STATE OF . STATE C. COUNTY OF Tuddach On this the day of August, 1941, before me personally appeared Johney 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. Notary Public Feel My commission expires: Viene st. 123 STATE OF NEW MEXICO COUNTY OF EDDY On this the 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 IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written. mary Jucille Corben My commission expires: Notary Public Seal may 23, 1942 STATE OF Lecar COUNTY OF Fracth On this the Roman 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 3/et, 19+3 CORPORATION ACKNOWLEDGMENT STATE 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 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 the day and year last above written. My commission expires: Notary Public ___-__

CORPORATION ACKNOWLEDGMENT STATE OF COUNTY OF to me personally known, who, .. 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 . scknowledged 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 the day and year last above written. My commission expires: Notary Public -----INDIVIDUAL ACKNOWLEDGMENT STATE OF COUNTY OF ... On this the.....day of. ..., 1941, before me personally to me personally known to be the person..... described in and who executed the foregoing instrument, and acknowledged that.... 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 ---18----CORPORATION ACKNOWLEDGMENT STATE OF.... COUNTY OF ...

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., 1941, before me personally appeared to me personally known, who, .. 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 . 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 the day and year last above written. My commission expires: Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF On this the day of 1941, before me personally to me personally known to be the person..... described in and who executed the foregoing instrument, and acknowledged thatexecuted the same asfree act 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..... COUNTY OF to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____ 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 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year last above written. My commission expires: Notary Public

INDIVIDUAL ACKNOWLEDGMENT STATE OF COUNTY OF On this the....., 1941, before me personally 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 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, 1523), and the Act approved August 21, 1935 (49 U. S. Statutes at large 674) 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, Harold Lickes, Secretary of the Interior, this 29 th day of September, 1941, hereby take the following action: A. Approve the attached agreement, entered into between the M Jamar Oil & Gas Corporation, a Delaware Corporation, with offices at Artesia, New Mexico; Emery Carper, joined by his wife, Etta Carper; Grady Booker, joined by his wife, Nelle Booker; Stanley Carper, joined by his wife, Edna Carper; Marshall Rowley, joined by his wife, June Rowley; Glenn W. Booker, joined by his wife, Frances Booker, being all of the members of the Carper Drilling Company, a co-partnership of Artesia, New Mexico; Barney Cockburn, joined by his wife. Zula Cockburn, of Lubbock, Texas; Johney 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

B. Determine and certify that the cooperative plan of development and operation of the Maljamar 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, 1935, supra. Varold of Secretary of the Interior

Notary Public

and year in this certificate first above written.

INDIVIDUAL ACKNOWLEDGMENT

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day

STATE OF ...

COUNTY OF....

My commission expires:

OWNERSHIP MAP

OF THE

MALJAMAR COOPERATIVE

REPRESSURING AREA

LEA COUNTY NEW MEXICO MALJAMAR OIL & BAS One or or or LC-012345 Los Cruces (U.S.A.) Permit or Lease Number Oil Wells ☼ Gos Wells O Drilling Wells Operator's Boundary "" Area Boundary Landa Committed