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QSO. 368 Replication, Transcript, Smill Exhibits, Etc.

BEFORE THE OIL CONSERVATION CONCISSION SANTA FE, NEW MEXICO

TRANSCRIPT OF PROCEEDINGS

Case No. 368

Regular Hearing May 20, 1952

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ADA DEARNLEY & ASSOCIATES COURT REPORTERE ROOM 12, CROMWELL ELDG PHONES 7-9645 AND 5-85AP ALBUQUERQUE, NEW VENICO

BEFORE THE OIL CONSERVATION COMMISSION SANTA FE, NEW MEXICO

May 20, 1952

In the Matter of:

Stanolind Oil and Gas Company's application for approval of Lakewood Unit Agreement embracing 7,521.75 acres, more or less, in Townships 19 and 20 South, Range 25 East, NMPM, Eddy County, New Mexico.

Case No. 368

(Notice of Publication read by Mr. Graham.) MR. SETH: We have two witnesses to be sworn.

If this Commission please, this is Stanolind's application for approval of the Lakewood agreement covering approximately 7,521.75 acres in Eddy County, New Mexico. The application has been made in the usual form.

Our first witness will be Mr. Ingram.

 $\underline{T} O \underline{M} \underline{L}$. $\underline{I} \underline{N} \underline{G} \underline{R} \underline{A} \underline{M}$,

having been first duly sworn, testified as follows:

DIRECT EXAMINATION

By MR. SETH:

Q State your name.

A Tom L. Ingram.

Q By whom are you employed and in what capacity?

A Stanolind Oil and Gas Company as District Geologist in

ADA DEARNLEY & ASSOCIATES COURT REPORTED ROOM 12, CRONWELL BLDG. PHONES 7-9645 AND 5-9546 ALBUQUERQUE, NEW MEXICO Roswell.

Q Have you previously testified before this Commission as a geologist?

A I have.

Q Would you state briefly the general geology of the area proposed to be covered by the Lakewood Unit Agreement?

A The Lakewood area is located approximately 17 miles northwest of Carlsbad in Townships 19 and 20 South, Mange 25 East, central Eddy County, New Mexico. Geologically the area is situated on the Carlsbad Shelf along the northwestern edge of the Delaware Basin. Structural data for the area is based on refraction seismic work performed by Stanolind Oil and Gas Company, which depicts the attitude of the sedimentary bed at the approximate top of the Glorieta sand horizon. This work has delined an anticlinal anomoly approximately eight miles long and four miles wide, trending northeast-southwest, the highest portion of which is the dome, with some 200 feet, more or less, of closure.

Q What formations do you expect to encounter within the unit area?

A In order to test all of the potential productive horizons which have indicated good porosity development in deep wells in this province, we believe that a well should be drilled to a depth of 10,500 feet to test the silurian formation.

Q What is the name of the particular formation?

A The Fusselman formation of Silurian age.

ADA DEARNLEY & ASSOCIATE COULT REPORTENS ROOM 12, CROHWELL BLDG. PHONES 7-9643 AND 5-9846 ALBUQUERQUE, NEW MEXICO Q What other beds will you encounter?

A The other beds, beginning at the surface, were the Permian, Seven Rivers, Queen, and Grayburg from 0 to approximately 650 feet; the San Andres from 650 to 2280; Glorieta from 2,280, 2,440; Yeso from 2,240 to 5,680; Abo from 5,680 to 6,380; the Hucco 6,380 to 6,710; then Pennsylvanian from 6,710 to 9,765; Mississippian 9,765 to 10,230 feet; and finally the Fusselman of Silurian from 10,230 to 10,500. These estimates are based on formation encountered in Humble No. 1 Federal, Hobbs, which is a dry hole.

Q Do you believe that this data indicates that you have a reasonable expectation of production in the area proposed?

A Yes, the anticipated porous zones and productive zones may be expected in the San Andres, Glorieta, Yeso, Abo, and Fusselman.

Q Have the unit boundaries as proposed been drawn to include the most favorable part of the structure?

A Yes, they have. They have been defined by the contours of our seismic work.

Q You don't believe it includes any unnecessarily large acreage?

A No.

Q Do you believe that in view of the data that you have available that the operations of this area as a unit will best conserve edge reservoir energy and be in accordance with the

> ADA DEARNLEY & ASSOCIATES COURT REPORTERS ROOM 12, CROHWELL BLDG. PHONES 7.9645 AND 5.9546 ALBUQUERQUE, NEW MEXICO

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accepted convervation practices?

A Yes, it is my opinion.

Q You have had occasion to have experience with unit operations and you will state that in view of your experience?

A Yes.

Q What is your comment on the best ultimate recovery under the unit as proposed here?

A Well, should commercial production be discovered, the unitized operation will be, will insure an orderly developed program based on the structural position and development in operation will be conducted in accordance with plans that have the joint approval of state and federal authorities.

Q Do you believe it will lead to the greatest ultimate recovery of oil and gas in place?

A Yes.

Q Do you have any other comment on it?

A No, sir.

MR. SETH: That is all the direct testimony.

MR. SPURAIER: Are there any questions of this witness?

MR. WALKER: Don Walker with Gulf. Tell me how much has been assigned for our information?

MR. SETH: That will be developed in our next witness.

MR. SPURRIER: Any other question. If not, the witness may be excused.

(Witness excused.)

ADA DEARNLEY & ASSOCIATES COURT REPORTANS ROOM 12, CROMWELL BLDG, PHONES 7-9648 AND 5-9546 ALCUQUERQUE, NEW MEXICO

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 $\underline{W} \underline{A} \underline{Y} \underline{N} \underline{E} \underline{A}, \quad \underline{B} \underline{L} \underline{A} \underline{N} \underline{K} \underline{E} \underline{N} \underline{S} \underline{H} \underline{I} \underline{P},$ having been first duly sworn, testified as follows:

DIRECT EXALINATION

By MR. SETH:

 \mathbf{O}

State your full name.

A Wayne A. Blankenship.

Q By whom employed?

A Stanolind Oil and Gas.

Q What are your duties and where employed?

A District land man in Roswell, New Mcxico, office.

Q Have you handled the Lakewood unitization up to this point?

A Yes, I have.

Q Are you familiar with the unit agreement and the unit area and the ownership, generally?

A Yes, sir, I am.

Q Just state briefly the essential provisions of the unit agreement relating to development.

A The unit agreement is on a type of form which has heretofore been approved by the Commissioner and the Commission for exploratory programs of this type. It provides that within six months from date of final approval that a test well will be commenced and will be drilled to the Fusselman, or 10,500 feet, or unitized substances and Pennsylvanian quantities at lesser depth. It provides if the first test well is completed as a dry hole

> ADA DEARNLEY & ASSOCIATES COUNT REPORTERS ROOM 12, CROMWELL BLDG. PHONES 7-9645 AND 5-9546 ALBUQUERQUE, NEW MEXICO

that an additional well will be commenced within six months from the date of completion of the first well or an extension of time granted by the Commissioner and the Commission if warranted. If the first well is completed as a producing well, then a participating area which will embrace the acreage reasonably proved productive by the first well will be submitted for approval and also within six months from completion of the first well as producing well if such a plan of development will be submitted for approval.

O Do you have a map available showing the ownership within the unit area?

A Yes, sir, I have. I have two executed copies of the Lakewood Unit Agreement and two unexecuted copies of it. A map is attached as exhibit "A" and has been colored in three colors.

Q Would you detach that map and make it available to the Commission, please.

A Yes.

Q Do you have figures available showing the percentage of ownership of state, federal and free land in the proposed area?

A Yes, sir, I have the total acres in the unit, 7,524.11. Of this, federal land comprises 3,842.36 or 51.07 per cent; state, 1,600 acres or 21.26 per cent; patented lands, 2,081.75 acres or 27.67. We have committed at the present time a total of 83.45 per cent, with additional probably 4.78 per cent. We expect to get committed a total of 88.23 per cent. We have 10.64

> ADA DEARNLEY & ASSOCIATES COURT REPORTERS ROOM 12, CROMWELL BLDG. PHONES 7-9645 AND 8-9546 ALBUQUERQUE, NEW MEXICO

per cent which has refused to commit, with an additional probable of 1.13 per cent, bringing the total we may expect to refuse to commit 11.77 per cent.

Q Do you have similar figures showing the percentage committed within the three categories there?

A Yes, I have. On the federal lands we have 3,682.36 acres, equaling 95.84 per cent, and we have refused to commit 160 acres for 4.16 per cent. On the state land we have committed 600 acres, comprising 37.5 west. We have an additional 360 acres which belongs to Gulf Oil Corporation, and we have received every indication that they will commit this acreage for an additional 22.5 per cent. Of 640 acres. or 40 per cent, of state acreage, which the owners of which have refused to commit, we have Mr. Erle Woodworth owning 240; Sunray Oil Corporation 120. Wilson owning rights to 5,000 feet and Buffalo to depth rights 1-A. On patented land we have committed 1,996.61, equaling 95.91. We have refused to commit 85.14 acres, equaling 4. or 9 per cent.

Q Does the unit agreement provide that other interested owners may join at a later date?

A Yes, sir, it does.

Q Will the opportunity be offered to permit them to join in the future?

Yes, sir, it will,

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Q Do you believe the operation of this area on the unit will insure that the state will receive its fair share of the oil

> ADA DEARNLEY & ASSOCIATES COURT REPORTERS ROOM 12, CROMWELL BLDG. PHONES 7.9645 AND 5.9546 ALBUQUERQUE, NEW MEXICO

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or gas that is in place?

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A Yes, sir, I believe it will,

Q Do you believe that it will promote the development of the unit area in an orderly manner and, generally, in the best interest of the State of New Mexico?

A Yes, sir, I do.

As near as can be determined, will it likewise promote the conservation of critical materials?

A Yes, it will, through an orderly plan of development.

Q I believe you stated that you have two executed copies of the unit agreement?

A Yes, sir, I have.

We would like to offer these two copies as exhibits one and two, with permission given to withdraw them later and substitute copies not executed.

MR. SPURRIER: Without objection they will be received and you may substitute.

Q Is there anything further on the operation of the unit agreement or its provisions?

A No, sir, only that it does not deviate in any way from the regular form which has been used before.

Q It is in typical form?

A Yes, sir.

MR. SETH: That is all the direct testimony. MR. SPURRIER: Any questions of this witness? If there

> ADA DEARNLEY & ASSOCIATES COURT REPORTED ROOM 12, CROMWELL BLDG. PHONES 7-9645 AND 5-9546 ALBUQUERQUE, NEW MEXICO

are none, the witness may be excused.

Does anyone have anything further in this case? If not, we will stand in recess until 1:30.

(Witness excused.)

STATE OF NEW MEXICO COUNTY OF BERNALILLO

I HEREBY CERTIFY that the foregoing and attached transcript of hearing in Case No. 368 before the Uil Conservation Commission, State of New Mexico, at Santa Fe, on May 20, 1952, is a true and correct record of the same to the best of my knowledge, skill and ability.

DATED at Albuquerque, New Mexico, this _____ day of May, 1952.

REPORTER

ADA DEARNLEY & ASSOCIATES COURT REPORTERS ROOM 12, CRONWELL BLDG. PHONES 7-9843 AND 5-9846 ALBUQUERQUE, NEW MEXICO FORM 665 1-51

STANOLIND OIL AND GAS COMPANY

PRODUCING DEPARTMENT G. B. JENKINSON UNITZATION MANAGER STANDLIND BUILDING

Tulsa, Oklahoma

August 31, 1954

File: GBJ-41.455

Re: Lakewood Unit Chaves County New Mexico MAIN OFFICE OCC

1631 AUG 1 11 11 : 49

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SEP 3 4 22 PH 154 SANTA > E. N. M.

AIRMAIL

Mr. R. R. Spurier State of New Mexico Oil Conservation Commission Santa Fe, New Mexico

Dear Siri

Submitted herewith are 14 counterparts of a self-explanatory Application for Termination of the Lakewood Unit Agreement, Chaves County, New Mexico. Seven of the counterparts are executed by Stan 5 ind Oil and Gas Company and Buffalo Oil Company, and the other seven counterparts are executed by Malco Refineries, Inc. Together the three applicants own approximately 81% of the working interest in the Lakewood Unit. We respectfully request approval of this application for termination by the Oil Conservation Commission and also the Commissioner of Public Lands.

Please forward all the instruments to Mr. W. A. Blankenship, Jr., Stanolind Oil and Gas Company, P. O. Box 899, Roswell, New Mexico, when you have completed your handling of them. Mr. Blankenship will submit them to the U. S. Geological Survey for approval.

We are furnishing an unsigned copy of the application for your files. We will furnish you an original counterpart when the U.S.G.S. has approved the instruments.

Yours very truly,

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JM:jg Enclosures

cc: Commissioner of Public Lands -State of New Mexico Santa Fe, New Mexico - w/enc.

SEP 3 4 23 P 54

SANTA FE, N. M.

In the matter of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Chaves, State of New Mexico Application for Approval of Termination of the Lakewood Unit Agreement Pursuant to Section 20, thereof

To: The Honorable Director of the Geological Survey, Department of the Interior, Washington, D. C.

Commissioner of Public Lands of the State of New Mexico State of New Mexico Oil Conservation Commission

Stanolind Oil and Gas Company in its own behalf and as Unit Operator and the undersigned parties, representing more than seventy-five per centum (75%), on an acreage basis of the owners of working interest signatory to the Lakewood Unit Agreement, #14-08-001-320, hereby agree to the termination of the said Lakewood Unit Agreement, pursuant to the provisions of Section 20, thereof, and respectfully request approval to this termination of the Director of the United States Geological Survey, the Commissioner of Public Lands of the State of New Mexico and the State of New Mexico Oil Conservation Commission.

In support of this application for Termination, the following is respectfully submitted:

(1) Pursuant to Section 9 of said Unit Agreement the Lakewood Unit Well #1, located 1980' from the south line and 660' from the east line of Section 34, Township 19 South, Range 25 East, Eddy County, New Mexico, was drilled to a total depth of 10,486'.

(2) The elevation of the drill site is 3543' and the following tops were recorded:

San Andres900'Glorietta2470'Drinkard3310'Pennsylvanian6621!Mississippian9868!Siluro-Devonian10,341'

(3) No commercial oil or gas showings were encountered in any of the zones penetrated.

(4) The well was plugged and abandoned on January 23, 1953.

The undersigned working interest owners believe it is reasonably determined that the unitized land is incapable of production of unitized substances in paying quantities in the formations tested and therefore none of said working interest owners are willing to incur the expense and risk of drilling any additional test wells. A reliable party to drill an additional well on a farm-out basis has not been located though diligent efforts have been made to find such a party.

This application may be executed in any number of counterparts no one of which needs to be signed by all parties.

Dated this day of , 1954.

STANOLIND OIL AND GAS COMPANY

Assistant Secretary

ATTEST:

Bv

Vice President

	Stell-
	Low Land H.S.M.
ATTEST:	MALCO, RERINERIES, INC.
6.W. Siget	and Standers
Assistant Secretary	Vice President
ATTEST 2	GULF OIL CORPORATION
	By
Assistant Secretary	Vice President
ATTEST 8	BUFFALO OIL COMPANY
<u>~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~</u>	By
Assistant Secretary	Vice President
ATTEST:	GREAT WESTERN DRILLING COMPANY
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Assistant Secretary	Vice President
AS COMPANY, a Delaware corporation, and	is the Vice President of STANOLIND OIL AND a that the seal affixed to said instrument is and that said instrument was signed and sealed ty of its Board of Directors, and said acknowledged said instrument to be the free
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	Notary Public
TATE OF NEW MEXICO) COUNTY OF CHAVES	
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TINERIES, INC., and that the seal affixed of said corporation, and that said instr corporation by authority of its Board of	<u>August</u> , 1959, before me appeared , to me personally known, who, is the view President of MALCO RE- ed to said instrument is the corporate seal rument was signed and sealed in behalf of said Directors, and said estrument to be the free act and deed of said
•	al seal this 27th day of August,
ty commission expires:	207 +
6-30-56	A. E. Acong ton Notary Public

STATE OF TEXAS) COUNTY OF TARRANT)

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The foregoing application is hereby approved this _____ day of _____, 1954, and the Lakewood Unit Agreement is hereby terminated.

Director of the United States Geological Survey

The foreigning application is hereby approved this <u>3rd</u> day of <u>5287.</u>, 1954, and the lakewood Unit, Agreement is hereby terminated.

By

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Commissioner of Public Lands

The foregoing application is hereby approved this 20^{+1} day of <u>lept</u>, 1954, and the Lakewood Unit Agreement is hereby terminated.

State of New Mexico Oil Conservation Commission

 \mathcal{L} By SECRETARY DIRECTOR

FORM 829 2-49



OIL AND GAS BUILDING

FORT WORTH, TEXAS

C. F. BEDFORD

Division Production Superintendent

January 19, 1954

File:

JTM-8021-216.97

Subject:

Lakewood Unit, Eddy County, New Mexico

State Conservation Commissioner State of New Mexico Santa Pe, New Mexico

Gentlemen:

Our District Land Office at Roswell, Nev Mexico, has informed us that you never received our application for extension of time for the commencement of a test well in the Lakewood Unit, Eddy County, New Mexico.

We have previously received approval from the State Land Commissioner; therefore, we are transmitting to you one photostatic copy signifying the Land Commissioner's approval and one original. As the expiration date for the commencement of an additional test well in the unit expires on this date, we would appreciate early consideration from you on this matter in order that the U.S.G.S. may be notified of your decision.

Very truly yours, y trucy see

AN CARESTLE LOTAN

JTM/ek Attachments - ?

CC - Commissioner of Public Lands State of New Mexico Santa Fe, New Mexico w/2 attachments

APPLICATION FOR EXTENSION OF TIME FOR COMMENCEMENT OF TEST WELL

TO: THE DIRECTOR OF THE UNITED STATES GEOLOGICAL SURVEY

Stanolind Oil and Gas Company, as Unit Operator of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, has heretofore completed the first test well referred to in Article 9 of said Unit Agreement, such well being a dry hole. The said Unit Operator is now obligated to commence the drilling of an additional Fusselman test well on the Unit Area on or before January 19, 1954; however, further study is being made on magnetic maps in this area and additional serial magnetic data are being obtained and the Unit Operator believes that a reasonable extension of time for the commencement of such additional test well would be proper.

Premises considered, Stanolind Oil and Gas Company, Unit Operator under the Lakewood Unit Agreement, hereby makes application to the Director of the United States Geological Survey, pursuant to Article 9 of said Unit Agreement, for an extension of six-months for the commencement of the additional test well hereinabove referred to, so that said test well shall be commenced on or before July 19, 1954. Copies of this application have been filed with the Commissioner of Public Lands of the State of New Mexico and the Oil Conservation Commission of the State of New Mexico.

I. WITNESS WHEREOF, this application is hereby made this 16 K day of Security, 19 53.

ATTEST

STANOLIND OIL AND GAS COMPANY Unit Operator of the Lakewood APPROVED Unit Agreement 2011 torney

The foregoing application is hereby approved this ______ day of ______ 19 ____ and the time for commencement of the test well referred to in the foregoing application is hereby extended to July 19, 1954.

> DIRECTOR OF THE UNITED STATES GEOLOGICAL SURVEY

By

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STANOLING OIL AND GAS COMPANY

FORT WORTH, TEXAS

December 18, 1953

JM-7915-216.97 Filer

Subject; Lakewood Unit, Eddy County, New Nexico

I share was to have

Hr. John A. Anderson Regional 011 and Gas Supervisor United States Geological Survey P. 0. Box 997 Rosvell, New Mexico

State Land Commissioner State of Hev Mexico Santa Fo. Nov Moxico

Oil Conservation Coumissionsr/ State of Nev Hexico Santa Fe, New Nexico

Gentlegen:

FORM NOW Y SE

Stanolind Oil and Gas Company, as Unit Operator of the Lakewood Unit, Eddy County, new Mexico, completed the first obligatory test well In the Unit on February 20, 1953; this well being a dry hole to the Fusseiwan formation. The well was drilled in accordance with Section 9 of the Unit Agreement and formations down to and including the Fusselman were found to be non-productive.

Previously, the Unit Operator has been given a six-conthe' extension for the commencement of a second test well in order that additional seisnic work in the Unit Area could be studied, Since making this study, some aerial magnetic data have now been obtained and galco Refineries, Incorporated, a working interest owner in the Unit, has requested the Unit Operator to make this information available to them in order that they could make additional studies in the Lakewood Unit Area. Stanoling has furnished Malco this information and they are currently interpreting and studying the data.

Section 9 of the Unit Agreement further provides that the Director and Commissioner may modify drilling requirements of the Unit Agreement by granting reasonable extensions of time when, in his opinion, such action is varranted. Stanolind, as Unit Operator, is hereby making



Page 2 JM-7915-216.97 December 18, 1953

application for a six-month deferment of the commencement of the second obligatory test well until July 19, 1954. Copy of this application is attached.

We would appreciate your favorable consideration of this request.

Very truly yours,

CH Seaford

JTN/ek Attachments

United States Geological Survey = 6 attachments State Land Commissioner = 2 attachments Oil Conservation Commissioner = 2 attachments

MR3 M

APPLICATION FOR EXTENSION OF TIME FOR COMMENCEMENT OF TEST WELL

TO: THE DIRECTOR OF THE UNITED STATES GEOLOGICAL SURVEY

Stanolind Oil and Gas Company, as Unit Operator of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, has heretofore completed the first test well referred to in Article 9 of said Unit Agreement, such well being a dry hole. The said Unit Operator is now obligated to commence the drilling of an additional Fusselman test well on the Unit Area on or before January 19, 1954; however, further study is being made on magnetic maps in this area and additional aerial magnetic data are being obtained and the Unit Operator believes that a reasonable extension of time for the commencement of such additional test well would be proper.

Premises considered, Stanolind Oil and Gas Company, Unit Operator under the Lakewood Unit Agreement, hereby makes application to the Director of the United States Geological Survey, pursuant to Article 9 of said Unit Agreement, for an extension of six-months for the commencement of the additional test well hereinabove referred to, so that said test well shall be commenced on or before July 19, 1954. Copies of this application have been filed with the Commissioner of Public Lands of the State of New Mexico and the Oil Conservation Commission of the State of New Mexico.

IN WITNESS WHEREOF, this application is hereby made this 16 day of

STANOLIND OIL AND GAS COMPANY Unit Operator of the Lakewood APPROVED Unit Agreement run r

The foregoing application is hereby approved this _____ day of ______ 19 day of ______ application is hereby extended to July 19, 1954.

Ву

DIRECTOR OF THE UNITED STATES GEOLOGICAL SURVEY

Approved by Land Commission on December 31, 1954 Approved by Secretary of Oil Commission on January 19, 1954

July 6,1953

Your Files JTE-7187-216.97

Subjecti

Lakewood Unit, Edix County, New Fexico

Stanolind Oil and Gas Company Oil and Gas Building Fort Vorth, Texas

Attention: Mr. C. F. Redford

Gentlomen:

We are in receipt of your letter dated June 30, 1953 together with your application requesting a six month deferment on the companeent date of a second obligatory test well in the Lakovood Unit Area.

I an heroby approving your application for the extension of six months for the commencement of the additional test well bereinsbove referred to, so that said well shall be commenced on or before January 19, 1954; provided, however, like consent therefor is had a distained from the United States Geological Survey and duly filed in my office.

Yours vory tr 1y,

S. S. FALKER Commissioner of Fublic Lands

cor U. S. Goological Survey Rogwell, New Mexico (3) Oil Conservation Corrisoion -Santa Fe, New Mexico (1)

110 - A Statistica Bride and March 19

OIL. CONSERVATION COMMISSION P. O. BOX 871 SANTA FE, NEW MEXICO

July 7, 1953

File: JTM-7188-216.97

Subject: Lakewood Unit, Eddy County, N.M.

Stanolind Oil and Gas Company Oil and Gas Building Fort Worth, Texas

Attention: Mr. C. F. Bedford, Div, Production Supt.

Gentlemen:

Your request for a six months deferment of the commencement date of the second obligatory test well in the above captioned unit, as required by Section 9 of the Unit Agreement is hereby approved and the time for the commencement of the test well referred to is hereby extended to January 19, 1954.

Very truly yours,

R. R. Spurrier Secretary and Director

RRS/c

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R. R. Spurrier, Secretary & Director

W. B. Macey, Chief Engineer

E. A. Utz, Gas Engineer

I. R. Trujillo, Office Manager

H. D. Walter, Chief Accountant

DISTRICT I

P. O. Box 2045 Hobbs, New Mexico Telephone: 3-4731

A. L. Porter, Supervisor & Proration Manager Roy O. Yarbrough, Oil & Gas Inspector Stanley J. Stanley, Petroleum Engineer

DISTRICT II

205 Carper Building Artesia, New Mexico Telephone: 459

L. A. Hanson, Supervisor and Oil & Gas Inspector

DISTRICT III

P. O. Box 697 Aztec, New Mexico Telephone: 99

Emery C. Arnold, Supervisor & Oil & Gas Inspector

DISTRICT IV

P. O. Box 871 Santa Fe, New Mexico Telephone: 3-7376

Eugene A. Chavez, Oil and Gas Inspector

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R. R. Spurrier, Secretary & Director
W. B. Macey, Chief Engineer
E. A. Utz, Gas Engineer
I. R. Trujillo, Office Manager
H. D. Walter, Chief Accountant

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P. O. Box 871 Santa Fe, New Mexico Telephone: 3-7376

Eugene A. Chavez, Oil and Gas Inspector

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R. R. Spurrier, Secretary & Director
W. B. Macey, Chief Engineer
E. A. Utz, Gas Engineer
I. R. Trujillo, Office Manager
H. D. Walter, Chief Accountant

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P. O. Box 2045 Hobbs, New Mexico Telephone: 3-4731

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DISTRICT II

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P. O. Box 697 Aztec, New Mexico Telephone: 99

Emery C. Arnold, Supervisor & Oil & Gas Inspector

DISTRICT IV

P. O. Box 871 Santa Fe, New Mexico Telephone: 3-7376

Eugene A. Chavez, Oil and Gas Inspector

STANOLIND OIL AND GAS COMPANY

OIL AND GAS BUILDING

Fort Worth, Texas

C. F. BEDFORD

DIVISION PRODUCTION SUPPRINTENDENT

June 30, 1953

File:	JTH-7188-216.9	7
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Subject: Lakewood Unit, Eddy County, New Mexico

ATRMATL-SPECIAL DELLVERY

Oil Conservation Commission State of New Mexico Santa Fe, New Mexico

Gentlemen:

Attached arc two (2) copies of a letter to the Supervisor of the United States Geological Survey at Roowell, New Mexico, together with two (2) copies of an application wherein Stanolind Oil and Gas Company, as unit operator of the Lakewood Unit, is making application for a six months deferment on the commencement date of a second well in the Lakewood Unit area. We believe this letter is self-explanatory. Copies of this letter and application are also being filed simultaneously with the State Land Commissioner of the State of New Mexico for approval.

We would appreciate being added i of your reaction toward this deferment at your earliest convenience.

Yours very truly,

C) Sedford

JTK/mc Attach.

cc: State Land Commissioner State of New Mexico Santa Fe, New Mexico

STANOLIND OIL AND GAS COMPANY FORT WORTH, TEXAS

A 428 39, 1.7.3

Files 125-7165-214-97

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day county, day lesies

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er. John is inderson Sectoral will and they begorvisor unlind states (colories) invey V. C. Box 997 Rormell, New Anxico

Dear Cart

Stanolind Ciles Star Colgany, as unit operator of the Lakewood Unit, I ddy County, New Jerice, completed the first obligatory well in the onit on Sebreary 20, 1953, this well being a dry hale to the Pusselean formation. This well tas drilled in accordence with Rection 9 of the Unit Agreement and forsetions down to and including the Caspelann serve front to be non-productive.

Since plugging and abandoning this well, Stanolind has done additional salamic work in the unit area, such work being recently completed. At the present time information obtained from this seizate work is being interpreted; however, it has not been completed to date. Upon cospletion of this interpretation, Standlind will then be in a position to detendue future development in the unit area.

Section 9 of the Bait Agreement farther provides that the Director and Commissioner may modify drilling requirements of the Unit Agreement by greating reasonable extensions of time when, in his opinion, such action is carranted. Stanshird, as mit operator, is hereby making application for a six nonths defensent of the convencecent date of the second obligatory test sell in the unit as required by Section 9 of the Unit Agreement. He are attaching six copies of this application.

As the convencement date for this accord well in the Lekepood Unit area is July 19, 1953, as would appreciate being advised on this matter at your earliest convenience.



J 18/190 Attach. APPLICATION FOR EXTERSION OF TIME FOR CONSERVICENT OF TEST WILL

TO THE DIRECTOR OF THE USITED STATES CROLOSICAL SURVEY:

Stanolind Oil and Gas Company, as Unit Operator of the Unit Agreement for the Development and Operation of the Eskewood Unit Ares, County of Eddy, State of New Mexico, has heretofore completed the first test well referred to in Article 9 of said Unit Agreement, such well being a dry hole. The suid Unit Operator is now obligated to consume the drilling of an additional Fusceimen test well on the Unit Ares on or before July 19, 1953; however, further study to being made of the solesie work in this area and Unit Operator believes that a reasonable extension of time for the commencement of such additional test well would be proper.

premients considered, Stanolind Oil and Gas Cospany, Unit Operator under the Lakewood Unit Agressent, hereby sakes application to the Director of the United States Geological Survey, pursuant to Article 9 of said Unit Agreement, for an extension of six conthe for the commencement of the additional test well hereinabove referred to, so that said test well shall be commenced on at before January 19, 1954. A similar application has been filed with the Commissioner of Fuelic Lands of the State of New Mexico and the Oil Conservation Commission of the State of New Mexico.

IN WITNESS HHEHEOP, this application is hereby rade this 2 nd day of July , 1953.

ATTACT

STANOLIND OIL AND GAS COMPANY Unit Operator of the Lakewood Unit Agreement

ROVED

The foregoing application is hereby approved this ______day of ______; 1953; and the time for the commonoment of the test well referred to in the foregoing application is hereby extended to January 19, 1954.

DIRECTOR OF THE URITHE SPACES

BEFORE THE OIL CONSERVATION COMMISSION OF THE STATE OF NEW MEXICO

IN THE MATTER OF THE HEARING CALLED BY THE OIL CONSERVATION COMMISSION OF THE STATE OF NEW MEXICO FOR THE PURPOSE OF CON-SIDERING:

> CASE NO. 368 ORDER NO. R-162

THE APPLICATION OF STANOLIND OIL AND GAS COMPANY FOR AN ORDER APPROVING A PROPOSED UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE LAKEWOOD UNIT AREA CONSISTING OF 7524.11 ACRES SITUATED IN TOWNSHIPS 19 AND 20 SOUTH, RANGE 25 EAST, NMPM., EDDY COUNTY, NEW MEXICO.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 9 o'clock a.m., May 20, 1952, at Santa Fe, New Mexico, before the Oil Conservation Commission of New Mexico, hereinafter referred to as the "Commission."

NOW, on this 19 day of June, 1952, the Commission having before it for consideration the testimony adduced at the hearing of said case and being fully advised in the premises:

FINDS:

(1) That due public notice having been given as required by law, the Commission has jurisdiction of this cause and the subject matter thereof.

(2) That the Proposed unit plan will in principle tend to promote the conservation of oil and gas and the prevention of waste:

IT IS THEREFORE ORDERED:

That the order herein shall be known as the:

"LAKEWOOD UNIT AGREEMENT ORDER"

SECTION 1. (a) That the project herein shall be known as the Lakewood Unit Agreement and shall hereafter be referred to as the "Project."

(b) That the plan by which the Project shall be operated shall be embraced in the form of a unit agreement for the development and operation of the Lakewood Unit Area referred to in the Fetitioner's petition and filed with said petition and such plan shall be known as the Lakewood Unit Agreement Plan. Case 368

SECTION 2. That the Lakewood Unit Agreement shall be, and is hereby approved in principle as a proper conservation measure; provided, however, that notwithstanding any of the provisions contained in said unit agreement, this approval of said agreement shall not be considered as waiving or relinquishing in any manner any rights, duties, or obligations which are now or may hereafter be vested in the New Mexico Oil Conservation Commission by law relative to the supervision and control of operations for exploration and development of any lands committed to said Lakewood Unit Agreement or relative to the production of oil or gas therefrom.

SECTION 3. (a) That the Unit Area shall be:

NEW MEXICO PRINCIPAL MERIDIAN, NEW MEXICO

Township 19 S., Range 25 E. Sec. 25: SW/4 Sec. 26: NW/4, S/2 Sec. 27: NE/4, S/2 Sec. 28 S/2 Sec. 29: SE/4 Secs. 32 to 35 inclusive, All Sec. 36: W/2

Township 20 S., Range 25 E. Secs. 2 to 4 inclusive, All Sec. 5: E/2Sec. 9 NE/4 Sec. 10: N/2 Sec. 11: N/2

Containing 7524.11 acres, more or less of which 3842.36 acres are federal lands, 1600 acres are state lands and 2081.75 acres are fee or privately owned lands.

(b) The Unit Area may be enlarged or contracted as provided in said Plan.

SECTION 4. That the unit operator shall file with the Commission an executed original or executed counterpart thereof of the Lakewood Unit Agreement not later than 30 days after the effective date hereof.

SECTION 5. That any party owning rights in the unitized substances who does not commit such rights to said Unit Agreement before the effective date thereof may thereafter become a party thereto by subscribing to such agreement or a counterpart thereof. The Unit Operator shall file with the Commission within 30 days an original or any such gounterpart.

-2-
-2-Case No. 368

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SECTION 6. That this order shall become effective on the first day of the calendar month next following the approval of the Commissioner of Public Lands and the Director of the United States Geological Survey and shall terminate ipso facto on the termination of said Unit Agreement. The last Unit Operator shall immediately notify the Commission in writing of such termination.

DONE at Santa Fe, New Mexico, on the day and year hereinabove designated.

STATE OF NEW MEXICO OIL CONSERVATION COMMISSION

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EDWIN L. MECHEM, Chairman

han GUY SHEPARD, Member

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R. R. SPURRIER, Secretary

BEFORE THE OIL CONSERVATION COMMISSION OF THE STATE OF NEW MEXICO

IN THE MATTER OF THE HEARING CAULED BY THE OIL CONSERVATION COMMESSION OF THE STATE OF NEW MEXICO FOR THE PURPOSE OF CON-SIDERING:

> CASE NO. 368 ORDER NO. R-162

THE APPLICATION OF STANGLIND OIL AND GAS COMPANY FOR AN ORDER APPROVING A PROPOSED UNIT AOREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE LAKEWOOD UNIT AREA CONSISTING OF 7524.11 ACRES SITUATED IN TOWNSHIPS 19 AND 20 SOUTH, RANGE 25 EAST, NMPM., EDDY COUNTY, NEW MEXICO.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 9 o'clock a.m., May 20, 1952, at Santa Fe, New Mexico, before the Oil Conservation Commission of New Mexico, hereinafter referred to as the "Commission,"

NOW, on this 1/2 day of June, 1952, the Commission having before it for consideration the testimony adduced at the hearing of said case and being fully advised in the premises:

FINDS:

(1) That due public notice having been given as required by law, the Commission has jurisdiction of this cause and the subject matter thereof.

(2) That the Proposed unit plan will in principle tend to promote the conservation of oil and gas and the prevention of waste:

IT IS THEREFORE ORDERED:

That the order herein shall be known as the:

"LAKEWOOD UNIT AGREEMENT ORDER"

SECTION 1. (a) That the project herein shall be known as the Lakewood Unit Agreement and shall hereafter be referred to as the "Project."

(b) That the plan by which the Project shall be operated shall be embraced in the form of a unit agreement for the development and operation of the Lakewood Unit Area referred to in the Petitioner's petition and filed with said petition and such plan shall be known as the Lakewood Unit Agreement Plan. Case 368

SECTION 2. That the Lakewood Unit Agreement shall be, and is hereby approved in principle as a proper conservation measure; provided, however, that notwithstanding any of the provisions contained in said unit agreement, this approval of said agreement shall not be considered as waiving or relinquishing in any manner any rights, duties, or obligations which are now or may hereafter be vested in the New Mexico Oil Conservation Commission by law relative to the supervision and control of operations for exploration and development of any lands committed to said Lakewood Unit Agreement or relative to the production of oil or gas therefrom.

SECTION 3. (a) That the Unit Area shall be:

NEW MEXICO PRINCIPAL MERIDIAN, NEW MEXICO

Township 19 S., Range 25 E. Sec. 25: SW/4 Sec. 20: NW/4, S/2 Sec. 27: NE/4, S/2 Sec. 28 S/2 Sec. 29: SE/4 Secs. 32 to 35 inclusive, All Sec. 36: W/2

Township 20 S., Range 25 E. Secs. 2 to 4 inclusive, All Sac. 5: E/2 Sec. 9 NS/4 Sec. 10: N/2 Sec. 11: N/2

Containing 7524. Il acres, more or less of which 3842. 36 acres are federal lands, 1690 acres are state lands and 3081.75 acres are fee or privately owned lands.

(b) The Unit Area may be enlarged or contracted as provided in said Plan.

SECTION 4. That the unit operator shall file with the Commission an executed original or executed counterpart thereof of the Lakewood Unit Agreement not later than 30 days after the effective date hereof.

SECTION 5. That any party owning rights in the unitised substances who does not commit such rights to said Unit Agreement before the effective date thereof may thereafter become a party thereto by subscribing to such agreement or a counterpart thereof. The Unit Operator shall file with the Commission within 30 days an original or any such counterpart.

9

-3-Case No. 368

SECTION 6. That this order shall become effective on the first day of the calendar month next following the approval of the Commissioner of Public Lands and the Director of the United States Geological Survey and shall terminate ipso facto on the termination of said Unit Agreement. The last Unit Operator shall immediately notify the Commission in writing of such termination.

DONE at Santa Fe, New Mexico, on the day and year hereinabove designated.

STATE OF NEW MEXICO OIL CONSERVATION COMMISSION

EDWIN L. MECHEM, Chairman

GUY SHEPARD, Member

R. R. SPURRIER, Secretary

BEFORE THE OIL CONSERVATION COMMISSION OF THE STATE OF NEW MEXICO

IN THE MATTER OF THE HEARING CALLED BY THE OIL CONSERVATION COMMISSION OF THE STATE OF NEW MEXICO FOR THE PURPOSE OF CON-SIDERING:

> CASE NO. 368 ORDER NO. R-162

THE APPLICATION OF STANOLIND OIL AND GAS COMPANY FOR AN ORDER APPROVING A PROPOSED UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE LAKEWOOD UNIT AREA CONSISTING OF 7524.11 AGRES SITUATED IN TOWNSHIPS 19 AND 20 SOUTH, RANGE 25 EAST, NMPM., EDDY COUNTY, NEW MEXICO.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 9 o'clock a.m., May 20, 1952, at Santa Fe, New Mexico, before the Oil Conservation Commission of New Mexico, hereinafter referred to as the "Commission."

NOW, on this 1/9 day of June, 1952, the Commission having before it for consideration the testimony adduced at the hearing of said case and being fully advised in the premises:

FINDS:

(i) That due public notice having been given as required by law, the Commission has jurisdiction of this cause and the subject matter thereof.

(2) That the Proposed unit plan will in principle tend to promote the conservation of oil and gas and the prevention of waste:

IT IS THEREFORE ORDERED:

That the order herein shall be known as the:

"LAKEWOOD UNIT AGREEMENT ORDER"

<u>SECTION 1.</u> (a) That the project herein shall be known as the Lakewood Unit Agreement and shall hereafter be referred to as the "Project."

(b) That the plan by which the Project shall be operated shall be embraced in the form of a unit agreement for the development and operation of the Lakewood Unit Area referred to in the Petitioner's petition and filed with said petition and such plan shall be known as the Lakewood Unit Agreement Plan. Case 368

SECTION 2. That the Calewood Unit Agreement shall be, and is hereby approved in principle as a proper conservation measure; provided, however, that notwithstanding any of the provisions contained in said unit agreement, this approval of said agreement shall not be considered as waiving or relinquishing in any manner any rights, dutist, or obligations which are now or may bereafter be vested in the New Mexice Oil Conservation Commission by law relative to the supervision and control of operations for exploration and development of any lands committed to said Lakewood Unit agreement or relative to the production of oil or gas therefrom.

SECTION 3. (a) That the Unit Area shall be:

NEW MEXICO PRINCIPAL MERIDIAN, NEW MEXICO

Township 19 S., Range 25 E. Sec. 25: 8W/4 Sec. 26: NW/4, S/2 Sec. 27: NE/4, S/2 Sec. 28 S/2 Sec. 29: 8E/4 Secs. 32 to 35 inclusive, All Sec. 36: W/2

Township 20 S., Range 25 E. Secs. 2 to 4 inclusive, All Sec. 5: E/2 Sec. 9 NE/4 Sec. 10: N/2 Sec. 11: N/2

Containing 7524.11 acres, more or less of which 3842.36 acres are federal lands, 1600 acres are state lands and 2081.75 acres are fee or privately owned lands.

(b) The Unit Area may be enlarged or contracted as provided in said Plan.

SECTION 4. That the unit operator shall file with the Commission an executed original or executed counterpart thereof of the Lakewood Unit Agreement not later than 30 days after the effective date hereof.

SECTION 5. That any party owning rights in the unitized substances who does not commit such rights to said Unit Agreement before the effective date thereof may thereafter become a party thereto by subscribing to such agreement or a counterpart thereof. The Unit Operator shall file with the Commission within 30 days an original or any such counterpart. -2-Case No. 368

SECTION 6. That this order shall become effective on the first day of the calendar month next following the approval of the Commissioner of Public Lands and the Director of the United States Geological Survey and shall terminate ipso facto on the termination of said Unit Agreement. The last Unit Operator shall immediately notify the Commission in writing of such termination.

DONE at Santa Fe. New Mexico, on the day and year hereinabove designated.

STATE OF NEW MEXICO OIL CONSERVATION COMMISSION

EDWIN L. MECHEM, Chairman

GUY SHEPARD, Member

R. R. SPURRIER, Secretary

OIL CONSERVATION COMMISSION P. O. BOX 871 SANTA FE, NEW MEXICO

June 20, 1952

Mr. Oliver Seth Seth and Montgomery Box 828 Santa Fe, N. M.

Dear Sir:

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Y

For your records and those of your client, Stanolind Oil and Gas Company, we enclose two signed copies of Order R-162 issued in Case 368 as heard before this Commission on May 20, 1952: Lakewood Unit Agreement.

Very truly yours.

N. B. Macey Chief Engineer

WBMinr

STANOLIND OIL AND GAS COMPANY

Tuisa, Oklahoma

January 18, 1952

File: 083-41.455

Ro: AND USED Lakewood Unit Nddy County, Now Maxico

Conviscion r of Pablic Londs State of Hew Mexico Senta Te, New Mexico

Director of the New Mexico Oil Conservation Commission Santa Fo, New Mexico

Gentlomen:

de submit for your inspection the enclosed copy of the Lakewood Unit Agreement together with a geological memorandum and a plat of the area. This unit has been given preliminary approval by the U.S.G.S. as to area, test woll depth and the form of agreement.

Your informal comments on the above proposal will be greatly appreciated at this time to diminish the possibility of revision after execution of the unit is completed.

Yours very truly,

Kell 2011

G. B. Jenkinson

Maines.



STANOLIND OIL AND GAS COMPACT

TULSA, OKLAHOMA

December 17, 1952

¥1101 0110-412.455

No: Takewood Unit Eddy County, Nor Moxico

Director, New Mexico 011 and das Conservation Commission Sants Fo. New Mexico

Commissioner of Public Lands State Land Office Santa Fe. New Morico

Centlement

With this letter we are transmitting to each of you a photostatic copy of the Ratification and Joinder of the Lakewood Unit Agreement executed by Earl L. Gage, Joseph M. Gage and Betty J. Gage Bulmer, which serves to commit their interest under Tract 33(2).

These Ratifications were executed subsequent to the effective date of the Unit and have been accepted by Stanolind as Unit Operator, in compliance with the terms of the Unit Agreement relating to sub-joinder by non-working interest owners.

Yours very truly,

(Signed) G. B. Jenkinson G. B. Jenkinson

LLB:hs Attachment



IN THE MATTER OF THE APPLICATION OF STANOLIND OIL AND GAS COMPANY FOR THE APPROVAL OF THE LAKEWOOD UNIT AGREEMENT EMBRACING 7524.11 ACRES OF LAND IN TOWNSHIPS 19 AND 20 SOUTH, RANGE 25 EAST, N.M. P.M., NEW MEXICO

The undersigned, Commissioner of Public Lands of the State of New Mexico, having considered the application of Stanolind Oil and Gas Company for approval of the Eakewood Unit Agreement covering lands in Eddy County, New Mexico, described in said Agreement, and the undersigned having considered the aforesaid application and the evidence offered by the Petitioner at the hearing before the Oil Conservation Commission on the $20 \pm h$ day of M_{BQ} , 1952, FINDS:

1. That said Lakewood Unit Agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy.

2. That under the operation of the proposed Unit Agreement the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area affected.

3. That the Agreement is in other respects for the best interests of the State of New Mexico.

Said Agreement is hereby approved.

Dated ______ 11th, 1952, in Santa Fe, New Mexico.

Commissioner of Public Lands

368

SETH AND MONTGOMERY ATTORNEYS AND COUNSELORS AT LAW HI SAN FRANCISCO ST SANTA FE, NEW MEXICO

September 29, 1952

Oil Conservation Commission Santa Fe New Mexico

Lakewood Unit

Gentlemen:

Please find attached hereto an approved original copy of the Lakewood Unit Agreement showing the certification by the Director of the United States Geological Survey.

> Very truly yours, Munder.

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OS/mds Enc

J O SETH A & MONTGOMERT OLIVER SETH WH. FEDERICI JUBTIN T REID

UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE LAKEWOOD UNIT AREA, COUNTY OF EDDY STATE OF NEW MEXICO

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COLOGICAL

14-08-001- 320

U. S. GEOLOGICAL SURVEY ROSWELL, NEW MEXICO

THIS AGREEMENT, entered into as of the 10th day of 7 Acced, 1957, by and between the parties subscribing, ratifying, or consenting hereto, and herein referred to as the "parties hereto";

WITNESSETH:

WHEREAS, the parties hereto are the owners of working, royalty, or other oil and gas interests in the unit area subject to this agreement; and

WHEREAS, the term "Working Interest" as used herein shall mean the interest held in unitized substances or in lands containing unitized substances by virtue of a lease, operating agreement, fee title, or otherwise, which is chargeable with and obligated to pay or bear all or a portion of the cost of drilling, developing, producing and operating the land under the unit or cooperative agreement. The right delegated to the Unit Operator as such by this unit agreement is not to be regarded as a working interest; and

WHEREAS, the act of February 25, 1920, 41 Stat. 437; as amended by the act of August 8, 1946, 60 Stat. 950, 30 U.S.C. Secs. 181, et seq. authorizes Federal lessees and their representatives to unite with each other, or jointly or separately with others, in collectively adopting and operating a cooperative or unit plan of development or operation of any oil or gas pool, field or like area, or any part thereof, 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 Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Chap. 88, Laws 1943) to consent to or approve this agreement on behalf of the State of New Mexico,

November, 1951

insofar as it covers and includes lands and mineral interests of the State of New Mexico; and

WHEREAS, the Oil Conservation Commission of the State of New Mexico is authorized by an Act of the Legislature (Chap. 168, Laws 1949) to approve this agreement and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interests in the Lakewood Unit Area covering the land hereinafter described to give reasonably effective control of operations therein; and

WHEREAS, it is the purpose of the parties hereto to conserve natural resources, prevent waste, and secure other benefits obtainable through development and operation of the area subject to this agreement under the terms, conditions, and limitations herein set forth;

NOW, THEREFORE, in consideration of the premises and the promises herein contained, the parties hereto commit to this agreement their respective interests in the below-defined unit area, and agree severally among themselves as follows:

1. ENABLING ACT AND REGULATIONS: The act of February 25, 1920, as amended, supra, and all valid pertinent regulations, including operating and unit plan regulations, heretofore issued thereunder or valid pertinent and reasonable regulations hereafter issued thereunder are accepted and made a part of this agreement as to Federal lands, provided such regulations are not inconsistent with the terms of this agreement; and as to non-Federal lands, the oil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations, not inconsistent with the terms hereof or the laws of the State in which the non-Federal land is located, are hereby accepted and made a part of this agreement.

2. UNIT AREA: The following-described land is hereby designated and recognized as constituting the unit area:

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NEW MEXICO PRINCIPAL MERIDIAN, NEW MEXICO

T19S-R25E

Sec. 25: SW/4 Sec. 26: NW/4, S/2 Sec. 27: NE/4, S/2 Sec. 28: S/2 Sec. 29: SE/4 Secs. 32 to 35, inclusive, all Sec. 36: W/2

T20S-R25E

Secs. 2 to 4, inclusive, all Sec. 5: E/2Sec. 9: NE/4Sec. 10: N/2Sec. 11: N/2

Total Unit Area embraces 7,521.75 acres, more or less.

Exhibit "A" attached hereto is a map showing the unit area and the boundaries and identity of tracts and leases in said area to the extent known to the Unit Operator. Exhibit "B" attached hereto is a schedule showing to the extent known to the Unit Operator the acreage, percentage, and kind of ownership of oil and gas interests in all land in the unit area. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown in said map or schedule as owned by such party. Exhibits "A" and "B" shall be revised by the Unit Operator whenever changes in the unit area render such revision necessary, or when requested by the Oil and Gas Supervisor, hereinafter referred to as "Supervisor", and not less than five copies of the revised exhibits shall be filed with the Supervisor, and two copies each with the Commissioner of Public Lands of the State of New Mexico, hereinafter referred to as "Commission".

The above-described unit area shall when practicable be expanded to include therein any additional tract or tracts regarded as reasonably necessary or advisable for the purposes of this agreement, or shall be contracted to exclude lands not within any participating area whenever such expansion or contraction

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is necessary or advisable to conform with the purposes of this agreement. Such expansion or contraction shall be effected in the following manner:

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(a) Unit Operator, on its own motion or on demand of the Director of the Geological Survey, hereinafter referred to as "Director", or on demand of the Commissioner, shall prepare a notice of proposed expansion or contraction describing the contemplated changes in the boundaries of the unit area, the reasons therefor, and the proposed effective date thereof.

(b) Said notice shall be delivered to the Supervisor and Commissioner, and copies thereof mailed to the last known address of each working interest owner, lessee, and lessor whose interests are affected, advising that 30 days will be allowed for submission to the Unit Operator of any objections.

(c) Upon expiration of the 30-day period provided in the preceding item (b) hereof, Unit Operator shall file with the Supervisor and Commissioner evidence of mailing of the notice of expansion or contraction and a copy of any objections thereto which have been filed with the Unit Operator.

(d) After due consideration of all pertinent information, the expansion or contraction shall, upon approval by the Director and Commissioner, become effective as of the date prescribed in the notice thereof.

All land committed to this agreement shall constitute landreferred to herein as "unitized land" or "land subject to this agreement".

3. UNITIZED SUBSTANCES: All oil and gas in any and all formations of the unitized land are unitized under the terms of this agreement and herein are called "unitized substances".

4. <u>UNIT OPERATOR</u>: Stanolind Oil and Gas Company is hereby designated as Unit Operator and by signature hereto as Unit Operator agrees and consents to accept the duties and obligations of Unit Operator for the discovery, development, and production of unitized substances as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of interest in unitized substances, and the term "working interest owner" when used herein shall include or refer to Unit Operator as the owner of a working interest when such an interest is owned by it.

5. <u>RESIGNATION OR REMOVAL OF UNIT OPERATOR</u>: Unit Operator shall have the right to resign at any time prior to the establishment of a participating area or areas hereunder, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and terminate Unit Operator's rights as such for a period of 6 months after notice of intention to resign has been served by Unit Operator on all working interest owners, the Director and the Commissioner, and until all wells then drilled hereunder are placed in a satisfactory condition for suspension or abandonment whichever is required by the Supervisor and Commissioner, unless a new Unit Operator shall have been selected and approved and shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

Unit Operator shall have the right to resign in like manner and subject to like limitations as above provided at any time a participating area established hereunder is in existence, but until a successor unit operator is selected and approved as hereinafter provided, the working interest owners shall be jointly responsible for performance of the duties of unit operator, and shall not later than 30 days before such resignation becomes effective appoint a common agent to represent them in any action to be taken hereunder.

The resignation of Unit Operator shall not release Unit Operator from any liability for any default by it hereunder occurring prior to the effective date of its resignation.

The Unit Operator may, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by the same percentage vote of the owners of working interests determined in like manner as herein provided for the selection of a new Unit Operator. Such removal shall be effective upon notice thereof to the Director and Commissioner.

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The resignation or removal of Unit Operator under this agreement shall not terminate its right, title, or interest as the owner of a working interest or other interest in unitized substances, but upon the resignation or removal of Unit Operator becoming effective, such Unit Operator shall deliver possession of all equipment, materials, and appurtenances used in conducting the unit operations and owned by the working interest owners to the new duly qualified successor Unit Operator or to the owners thereof if no such new Unit Operator is elected, to be used for the purpose of conducting unit operations hereunder. Nothing herein shall be construed as authorizing removal of any material, equipment and appurtenances needed for the preservation of any wells.

SUCCESSOR UNIT OPERATOR: Whenever the Unit Operator shall 6. tender his or its resignation as Unit Operator or shall be removed as hereinabove provided, the owners of the working interests in the participating area or areas according to their respective acreage interests in such participating area or areas, or, until a participating area shall have been established, the owners of the working interests according to their respective acreage interests in all unitized land, shall by majority vote select a successor Unit Operator: Provided, That, if a majority but less than 75 per cent of the working interests qualified to vote are owned by one party to this agreement, a concurring vote of one or more additonal working interest owners shall be required to select a new operator. Such selection shall not become effective until (a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and (b) the selection shall have been approved by the Director and Commissioner. If no successor Unit Operator is selected and qualified as herein provided, the Director and Commissioner at their election may declare this unit agreement terminated.

7. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT: If the Unit Operator is not the sole owner of working interests, costs and expenses incurred by Unit Operator in conducting unit operations hereunder shall be paid and apportioned among and borne by the owners of working interests,

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all in accordance with the agreement or agreements entered into by and between the Unit Operator and the owners of working interests, whether one or more, separately or collectively. Any agreement or agreements entered into between the working interest owners and the Unit Operator as provided in this section. whether one or more, are herein referred to as the "unit operating agreement" Such unit operating agreement shall also provide the manner in which the working interest owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases, or other independent contracts, and such other rights and obligations as between Unit Operator and the working interest owners as may be agreed upon by Unit Operator and the working interest owners: however, no such unit operating agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve the Unit Operator of any right or obligation established under this unit agreement, and in case of any inconsistency or conflict between the unit agreement and the unit operating agreement, this unit agreement shall prevail. Three true copies of any unit operating agreement executed pursuant to this section shall be filed with the Supervisor and one true copy with the Commissioner.

8. <u>RIGHTS AND OBLIGATIONS OF UNIT OPERATOR</u>: Except as otherwise specifically provided herein, the exclusive right, privilege, and duty of exercising any and all rights of the parties hereto which are necessary or convenient for prospecting for, producing, storing, allocating, and distributing the unitized substances are hereby delegated to and shall be exercised by the Unit Operator as herein provided. Acceptable evidence of title to said rights shall be deposited with said Unit Operator and, together with this agreement. shall constitute and define the rights, privileges, and obligations of Unit Operator. Nothing herein, however, shall be construed to transfer title to any land or to any lease or operating agreement, it being understood that under this agreement the Unit Operator, in its capacity as Unit Operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein specified.

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DRILLING TO DISCOVERY: Within 6 months after the effective date 9. hereof, the Unit Operator shall begin to drill an adequate test well at a location approved by the Supervisor if such location is upon lands of the United States, and if upon state lands or patented lands, such location shall be approved by the Commission, unless on such effective date a well is being drilled conformably with the terms hereof, and thereafter continue such drilling diligently until the Fusselman formation has been tested or until at a lesser depth unitized substances shall be discovered which can be produced in paying quantities (to wit: quantities sufficient to repay the costs of drilling, and producing operations, with a reasonable profit) or the Unit Operator shall at any time establish to the satisfaction of the Supervisor as to wells on Federal lands, or the Commission as to wells on state lands or patented lands, that further drilling of said well would be unwarranted or impracticable, provided, however, that Unit Operator shall not in any event be required to drill said well to a depth in excess of 10, 500 feet. Until the discovery of a deposit of unitized substances capable of being produced in paying quantities, the Unit Operator shall continue drilling diligently one well at a time, allowing not more than 6 months between the completion of one well and the beginning of the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of said Supervisor and Commission or until it is reasonably proved that the unitized land is incapable of producing unitized substances in paying quantities in the formations drilled hereunder. Nothing in this section shall be deemed to limit the right of the Unit Operator to resign as provided in Section 5 hereof, or as requiring Unit Operator to commence or continue any drilling during the period pending such resignation becoming effective in order to comply with the requirements of this section. The Director and Commissioner may modify the drilling requirements of this section by granting reasonable extensions of time when, in their opinion, such action is warranted.

Upon failure to comply with the drilling provisions of this section, the Director and Commissioner may, after reasonable notice to the Unit Operator,

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and each working interest owner, lessee, and lessor at their last known addresses, declare this unit agreement terminated.

10. PLAN OF FURTHER DEVELOPMENT AND OPERATION: Within 6 months after completion of a well capable of producing unitized substances in paying quantities, the Unit Operator shall submit for the approval of the Supervisor, the Commissioner, and the Commission an acceptable plan of development and operation for the unitized land which, when approved by the Supervisor, the Commissioner, and the Commission, shall constitute the further drilling and operating obligations of the Unit Operator under this agreement for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for the approval of the Supervisor, the Commissioner, and the Commission a plan for an additional specified period for the development and operation of the unitized land. Any plan submitted pursuant to this section shall provide for the exploration of the unitized area and for the determination of the area or areas thereof capable of producing unitized substances in paying quantities in each and every productive formation and shall be as complete and adequate as the Supervisor, the Commissioner and the Commission may determine to be necessary for timely development and proper conservation of the oil and gas resources of the unitized area and shall (a) specify the number and locations of any wells to be drilled and the proposed order and time for such drilling; and (b) to the extent practicable specify the operating practices regarded as necessary and advisable for proper conservation of natural resources. Separate plans may be submitted for separate productive zones, subject to the approval of the Supervisor, the Commissioner and the Commission. Said plan or plans shall be modified or supplemented when necessary to meet changed conditions or to protect the interests of all parties to this agreement. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of development. The Supervisor and Commissioner are authorized to grant a reasonable extension of the 6-month period herein prescribed for submission of an initial plan of development where such action

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is justified because of unusual conditions or circumstances. After completion hereunder of a well capable of producing any unitized substance in paying quantities, no further wells, except such as may be necessary to afford protection against operations not under this agreement or such as may be specifically approved by the Supervisor and the Commissioner, shall be drilled except in accordance with a plan of development approved as herein provided.

11. PARTICIPATION AFTER DISCOVERY: Upon completion of a well capable of producing unitized substances in paying quantities or as soon thereafter as required by the Supervisor and Commissioner, the Unit Operator shall submit for approval by the Director, the Commissioner and the Commission a schedule, based on subdivisions of the public-land survey or aliquot parts thereof, of all unitized land then regarded as reasonably proved to be productive of unitized substances in paying quantities; all lands in said schedule on approval of the Director, the Commissioner and the Commission to constitute a participating area, effective as of the date of first production. Said schedule also shall set forth the percentage of unitized substances to be allocated as herein provided to each unitized tract in the participating area so established, and shall govern the allocation of production from and after the date the participating area becomes effective. A separate participating area shall be established in like manner for each separate pool or deposit of unitized substances or for any group thereof produced as a single pool or zone, and any two or more participating areas so established may be combined into one with the consent of the owners of all working interests in the lands within the participating areas so to be combined, on approval of the Director, the Commissioner, and the Commission. The participating area or areas so established shall be revised from time to time, subject to like approval, whenever such action appears proper as a result of further drilling operations or otherwise, to include additional land then regarded as reasonably proved to be productive in paying quantities, or to exclude land then regarded as reasonably proved not to be productive and the percentage of allocation shall also be revised accordingly. The effective date of any revision

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shall be the first of the month in which is obtained the knowledge or information on which such revision is predicated, unless a more appropriate effective date is specified in the schedule. No land shall be excluded from a participating area on account of depletion of the unitized substances.

It is the intent of this section that a participating area shall represent the area known or reasonably estimated to be productive in paying quantities; but, regardless of any revision of the participating area, nothing herein contained shall be construed as requiring any retroactive adjustment for production obtained prior to the effective date of the revision of the participating area.

In the absence of agreement at any time between the Unit Operator and the Director, the Commissioner, and the Commission as to the proper definition or redefinition of a participating area, or until a participating area has, or areas have, been established as provided herein, the portion of all payments affected thereby may be impounded in a manner mutually acceptable to the owners of working interests, except royalties due the United States and the State of New Mexico, which shall be determined by the Supervisor and the Commissioner respectively and the amount thereof deposited, as directed by the Supervisor and the Commissioner, respectively, to be held as unearned money until a participating area is finally approved and then applied as earned or returned in accordance with a determination of the sum due as Federal and State royalty on the basis of such approved participating area.

Whenever it is determined, subject to the approval of the Supervisor, as to wells on Federal land, the Commissioner as to wells on State land, and the Commission as to Patented land, that a well drilled under this agreement is not capable of production in paying quantities and inclusion of the land on which it is situated in a participating area is unwarranted, production from such well shall, for the purposes of settlement among all parties other than working interest owners, he allocated to the land on which the well is located so long as such land is not within a participating area established for the pool or deposit from which

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such production is obtained. Settlement for working interest benefits from such a well shall be made as provided in the unit operating agreement.

12. ALLOCATION OF PRODUCTION: All unitized substances produced from each participating area established under this agreement, except any part thereof used in conformity with good operating practices within the unitized area for drilling, operating, camp and other production or development purposes. for repressuring or recycling in accordance with a plan of development approved by the Supervisor, the Commissioner and the Commission, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of unitized land of the participating area established for such production and, for the purpose of determining any benefits accruing under this agreement. each such tract of unitized land shall have allocated to it such percentage of said production as the number of acres of such tract included in said participating area bears to the total acres of unitized land in said participating area. It is hereby agreed that production of unitized substances from a participating area shall be allocated as provided herein regardless of whether any wells are drilled on any particular part or tract of said participating area. If any gas produced from one participating area is used for repressuring or recycling purposes in another participating area, the first gas withdrawn from such last-mentioned participating area for sale during the life of this agreement shall be considered to be the gas so transferred until an amount equal to that transferred shall be so produced for sale and such gas shall be allocated to the participating area from which initially produced as constituted at the time of such final production.

13. DEVELOPMENT OR OPERATION OF NON-PARTICIPATING LAND OR FORMATIONS: Any party hereto owning or controlling the working interest in any unitized land having thereon a regular well location may with the respective approval of the Supervisor, the Commissioner or the Commission, at such party's sole risk, cost, and expense drill a well to test any formation for which a participating area has not been established or to test any formation for which a participating area has been established if such location is not within said participating area,

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unless within 90 days of receipt of notice from said party of his intention to drill the well the Unit Operator elects and commences to drill such well in like manner as other wells are drilled by the Unit Operator under this agreement.

If any well drilled as aforesaid by a working interest owner results in production such that the land upon which it is situated may properly be included in a participating area, such participating area shall be established or enlarged as provided in this agreement and the well shall thereafter be operated by Unit Operator in accordance with the terms of this agreement and the unit operating agreement.

If any well drilled as aforesaid by a working interest owner obtains production in quantities insufficient to justify the inclusion in a participating area of the land upon which such well is situated, such well may be operated and produced by the party drilling the same subject to the conservation requirements of this agreement. The royalties in amount or value of production from any such well shall be paid as specified in the underlying lease and agreements affected.

14. <u>ROYALTY SETTLEMENT</u>: The United States and the State of New Mexico and all royalty owners who, under existing contract, are entitled to take in kind a share of the substances now unitized hereunder produced from any tract, shall hereafter be entitled to the right to take in kind their share of the unitized substances allocated to such tract, and Unit Operator, or in case of the operation of a well by a working interest owner as herein in special cases provided for such working interest owner, shall make deliveries of such rogaty share takes in kind in conformity with the applicable contracts, laws, and regulations. Settlement for royalty interest not taken in kind shall be made by working interest owners responsible therefor under existing contracts. laws, and regulations, on or before the last day of each month for unitized substances produced during the preceding calendar month; provided, however, that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any royalties due under their leases.

If gas obtained from lands not subject to this agreement is introduced into any participating area hereunder, for use in repressuring, stimulation of

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production, or increasing ultimate recovery, which shall be in conformity with a plan first approved by the Supervisor and the Commissioner, a like amount of gas, after settlement as herein provided for any gas transferred from any other participating area and with due allowance for loss or depletion from any cause, may be withdrawn from the formation into which the gas was introduced, royalty free as to dry gas, but not as to the products extracted therefrom; provided that such withdrawal shall be at such time as may be provided in the plan of operations or as may otherwise be consented to by the Supervisor, the Commissioner and the Commission as conforming to good petroleum engineering practice; and provided further, that such right of withdrawal shall terminate on the termination of this unit agreement.

Royalty due the United States shall be computed as provided in the operating regulations and paid in value or delivered in kind as to all unitized substances on the basis of the amounts thereof allocated to unitized Federal land as provided herein at the rates specified in the respective Federal leases, or at such lower rate or rates as may be authorized by law or regulation: provided, that for leases on which the royalty rate depends on the daily average production per well, said average production shall be determined in accordance with the operating regulations as though each participating area were a single consolidated lease.

15. <u>RENTAL SETTLEMENT</u>: Rental or minimum royalties due on leases committed hereto shall be paid by working interest owners responsible therefor under existing contracts, laws, and regulations, provided that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any rental or minimum royalty in lieu thereof due under their leases. Rental or minimum royalty for lands of the United States subject to this agreement shall be paid at the rate specified in the respective leases from the United States unless such rental or minimum royalty is waived, suspended, or reduced by law or by approval of the Secretary or his duly authorized representative. Rentals on State of New Mexico lands subject to this agreement

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shall be paid at the rates specified in the respective leases, or may be reduced and suspended upon the order of the Commissioner of Public Lands of the State of New Mexico pursuant to applicable laws and regulations.

With respect to any lease on non-Federal land containing provisions which would terminate such lease unless drilling operations were within the time therein specified commenced upon the land covered thereby or rentals paid for the privilege of deferring such drilling operations, the rentals required thereby shall, notwithstanding any other provision of this agreement, be deemed to accrue and become payable during the term thereof as extended by this agreement and until the required drilling operations are commenced upon the land covered thereby or some portion of such land is included within a participating area.

16. <u>CONSERVATION</u>: Operations hereunder and production of unitized substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by or pursuant to State or Federal law or regulation.

17. <u>DRAINAGE</u>: The Unit Operator shall take appropriate and adequate measures to prevent drainage of unitized substances from unitized land by wells on land not subject to this agreement or pursuant to applicable regulations pay a fair and reasonable compensatory royalty as determined by the Supervisor and the Commissioner.

18. LEASES AND CONTRACTS CONFORMED AND EXTENDED: The terms, conditions, and provisions of all leases, subleases, and other contracts relating to exploration, drilling, development, or operation for oil or gas of lands committed to this agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect; and the parties hereto holding interests embracing unitized land of the United States or of the State of New Mexico hereby consent that the Secretary of the Interior, hereinafter referred to as "Secretary", and the Commissioner, respectively, shall, and said Secretary and Commissioner by their approval hereof or by the approval hereof by their duly authorized

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representatives, do hereby establish, alter, change, or revoke the drilling, producing, rental, minimum royalty, and royalty requirements of Federal and State leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this agreement, and, without limiting the generality of the foregoing, all leases, subleases, and contracts are particularly modified in accordance with the following:

(a) The development and operation of lands subject to this agreement under the terms hereof shall be deemed full performance of all obligations for development and operation with respect to each and every part or separately owned tract subject to this agreement, regardless of whether there is any development of any particular part or tract of the unit area, notwithstanding anything to the contrary in any lease, operating agreement or other contract by and between the parties hereto, or their respective predecessors in interest, or any of them.

(b) Drilling and producing operations performed hereunder upon any tract of unitized lands will be accepted and deemed to be performed upon and for the benefit of each and every tract of unitized land, and no lease shall be deemed to expire by reason of failure to drill or produce wells situated on the land therein embraced.

(c) Suspension of drilling or producing operations on all unitized lands pursuant to direction or consent of the Secretary or his duly authorized representative and on all unitized lands of the State of New Mexico pursuant to the direction or consent of the Commissioner or his duly authorized representative, shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every tract of unitized land.

(d) Each lease, sublease or contract relating to the exploration, drilling, development or operation for oil or gas of lands other than those of the United States, committed to this agreement, which by its terms might expire prior to the termination of this agreement, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of this agreement.

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(e) Any Federal lease for a fixed term of twenty (20) years or any renewal thereof or any part of such lease which is made subject to this agreement shall continue in force beyond the term provided therein until the termination hereof. Any other Federal lease committed hereto shall continue in force beyond the term so provided therein or by law as to the committed land so long as such land remains committed hereto, provided unitized substances are discovered in paying quantities within the unit area prior to the expiration date of the primary term of such lease.

(f) Each sublease or contract relating to the operation and development of unitized substances from lands of the United States committed to this agreement, which by its terms would expire prior to the time at which the underlying lease, as extended by the immediately preceding paragraph, will expire, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of the underlying lease as such term is herein extended.

(g) Any lease having only a portion of its lands committed hereto shall be segregated as to the portion committed and the portion not committed, and the terms of such lease shall apply separately to such segregated portions commencing as of the effective date hereof. In the event any such lease provides for a lump-sum rental payment, such payment shall be prorated between the portions so segregated in proportion to the acreage of the respective tracts.

19. <u>COVENANTS RUN WITH LAND</u>: The covenants herein shall be construed to be covenants running with the land with respect to the interest of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance, of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in interest. No assignment or transfer of any working interest, royalty, or other interest subject hereto shall be binding upon Unit Operator until the first day of

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the calendar month after Unit Operator is furnished with the original, photostatic, or certified copy of the instrument of transfer.

20. EFFECTIVE DATE AND TERM: This agreement shall become effective upon approval by the Secretary and the Commissioner or their duly authorized representatives and shall terminate 5 years from said effective date unless (a) such date of expiration is extended by the Director and Commissioner or (b) it is reasonably determined prior to the expiration of the fixed term or any extension thereof that the unitized land is incapable of production of unitized substances 10 paying quantities in the formations tested hereunder and after notice of intention to terminate the agreement on such ground is given by the Unit Operator to all. parties in interest at their last known addresses, the agreement is terminated with the approval of the Director and the Commissioner, or (c) a valuable discovery of unitized substances has been made on unitized land during said initial term or any extension thereof, in which event the agreement shall remain in effect for such term and so long as unitized substances can be produced in paying quantities, i. e., in this particular instance in quantities sufficient to pay for the cost of producing same from wells on unitized land within any participating area established hereunder and, should production cease, so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as the unitized substances so discovered can be produced as aforesaid, or (d) it is terminated as heretofore provided in this agreement.

This agreement may be term nated at any time by not less than 75 per centum, on an acreage basis, of the owners of working interests signatory hereto, with the approval of the Director and the Commissioner; notice of any such approval to be given by the Unit Operator to all parties hereto.

21. <u>RATE OF PROSPECTING, DEVELOPMENT, AND PRODUCTION:</u> The Director is hereby vested with authority to alter or modify from time to time in his discretion the quantity and rate of production under this agreement when such quantity and rate is not fixed pursuant to Federal or State law or does not

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conform to any state-wide voluntary conservation or allocation program, which is established, recognized, and generally adhered to by the majority of operators in such State, such authority being hereby limited to alteration or modification in the public interest, the purpose thereof and the public interest to be served thereby to be stated in the order of alteration or modification. Without regard to the foregoing, the Director is also hereby vested with authority 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 when such alteration or modification is in the interest of attaining the conservation objectives stated in this agreement and is not in violation of any applicable Federal or State law; provided further that no such alteration or modification shall be effective as to any land of the State of New Mexico as to the rate of prospecting and development in the absence of the specific written approval thereof by the Commissioner and as to any lands of the State of New Mexico or privately-owned lands subject to this agreement as to the quantity and rate of production in the absence of specific written approval thereof by the Commission.

Powers in this section vested in the Director shall only be exercised after notice to Unit Operator and opportunity for hearing to be held not less than 15 days from notice.

22. <u>CONFLICT OF SUPERVISION</u>: Neither the Unit Operator nor the working interest owners nor any of them shall be subject to any forfeiture, termination, or expiration of any rights hereunder or under any leases or contracts subject hereto, or to any penalty or liability for delay or failure in whole or in part to comply therewith to the extent that the said Unit Operator, working interest owners or any of them are hindered, delayed, or prevented from complying therewith by reason of failure of the Unit Operator to obtain with the exercise of due diligence the concurrence of the representatives of the United States and the representatives of the State of New Mexico in and about any matters or thing concerning which it is required herein that such concurrence be obtained. The parties hereto, including the Commission, agree that all powers

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and authority vested in the Commission in and by any provisions of this contract are vested in the Commission and shall be exercised by it pursuant to the provisions of the laws of the State of New Mexico and subject in any case to appeal or judicial review as may now or hereafter be provided by the laws of the State of New Mexico.

23. <u>APPEARANCES</u>: Unit Operator shall, after notice to other parties affected, have the right to appear for or on behalf of any and all interests affected hereby before the Department of the Interior and to appeal from orders issued under the regulations of said Department or to apply for relief from any of said regulations or in any proceedings relative to operations before the Department of the Interior or any other legally constituted authority; provided, however, that any other interested party shall also have the right at his own expense to be heard in any such proceeding.

24. <u>NOTICES</u>: All notices, demands or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given if given in writing and personally delivered to the party or sent by postpaid registered mail, addressed to such party or parties at their respective addresses set forth in connection with the signatures hereto or to the ratification or consent hereof or to such other address as any such party may have furnished in writing to party sending the notice, demand or statement.

25. <u>NO WAIVER OF CERTAIN RIGHTS</u>: Nothing in this agreement contained shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State wherein said unitized lands are located, or 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.

26. <u>UNAVOIDABLE DELAY</u>: All obligations under this agreement requiring the Unit Operator to commence or continue drilling or to operate on or produce unitized substances from any of the lands covered by this agreement shall be suspended while, but only so long as, the Unit Operator despite the

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exercise of due care and diligence is prevented from complying with such obligations, in whole or in part, by strikes, acts of God, Federal, State, or municipal law or agencies, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary materials in open market, or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not.

27. FAIR EMPLOYMENT: The Unit Operator shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and an identical provision shall be incorporated in all subcontracts.

28. LOSS OF TITLE: In the event title to any tract of unitized land shall fail and the true owner cannot be induced to join in this unit agreement, such tract shall be automatically regarded as not committed hereto and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title as to any royalty, working interest, or other interests subject thereto, payment or delivery on account thereof may be withheld without liability for interest until the dispute is finally settled; provided, that, as to Federal and State land or leases, no payments of funds due the United States or the State of New Mexico should be withheld, but such funds shall be deposited as directed by the Supervisor and the Commissioner of Public Lands of the State of New Mexico, respectively, to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

Unit Operator as such is relieved from any responsibility for any defect or failure of any title hereunder.

29. <u>NON-JOINDER AND SUBSEQUENT JOINDER</u>: If the owner of any substantial interest in a tract within the unit area fails or refuses to subscribe or consent to this agreement, the owner of the working interest in that tract may withdraw said tract from this agreement by written notice to the Director, the Commissioner and the Unit Operator prior to the approval of this agreement by

- 21 -

the Director and the Commissioner. Any oil or gas interests in lands within the unit area not committed hereto prior to submission of this agreement for final approval may thereafter be committed hereto by the owner or owners thereof subscribing or consenting to this agreement, and, if the interest is a working interest, by the owner of such interest also subscribing to the unit operating agreement. After operations are commenced hereunder, the right of subsequent joinder, as provided in this section, by a working interest owner is subject to such requirements or approvals, if any, pertaining to such joinder, as may be provided for in the unit operating agreement. After final approval hereof joinder by a nonworking interest owner must be consented to in writing by the working interest owner committed hereto and responsible for the payment of any benefits that may accrue hereunder in behalf of such nonworking interest. Prior to final approval hereof, joinder by any owner of a nonworking interest must be accompanied by appropriate joinder by the owner of the corresponding working interest in order for the interest to be regarded as effectively committed hereto. Except as may otherwise herein be provided subsequent joinders to this agreement shall be effective as of the first day of the month following the filing with the Supervisor and the Commissioner of duly executed counterparts of all or any papers necessary to establish effective commitment of any tract to this agreement unless objection to such joinder is duly made within 60 days by the Director or Commissioner.

30. <u>COUNTERPARTS</u>: This agreement may be executed in any number of counterparts no one of which needs to be executed by all parties or may be ratilied or consented to by separate instrument in writing specifically referring hereto and shall be binding upon all those parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all such parties had signed the same document and regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands within the above-described unit area.

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31. SURRENDER: Nothing in this agreement shall prohibit the exercise by any working interest owner of the right to surrender vested in such party in any lease, sublease, or operating agreement as to all or any part of the lands covered thereby, provided that each party who will or might acquire such working interest by such surrender or by forfeiture as hereafter set forth, is bound by the terms of this agreement.

If as a result of any such surrender, the working interest rights as to such lands become vested in any party other than the fee owner of the unitized substances, said party shall forfeit such rights and no further benefits from operations hereunder as to said land shall accrue to such party, unless within ninety (90) days thereafter said party shall execute this agreement and the unit operating agreement as to the working interest acquired through such surrender, effective as though such land had remained continuously subject to this agreement and the unit operating agreement. And in the event such agreements are not so executed, the party next in the chain of title shall be and become the owner of such working interest at the end of such ninety (90) day period, with the same force and effect as though such working interest had been surrendered to such party.

If as the result of any such surrender or forfeiture the working interest rights as to such lands become vested in the fee owner of the unitized substances, such owner may:

(1) Execute this agreement and the unit operating agreement as a working interest owner, effective as though such land had remained continuously subject to this agreement and the unit operating agreement.

(2) Again lease such lands but only under the condition that the holder of such lease shall within thirty (30) days after such lands are so leased execute this agreement and the unit operating agreement as to each participating area theretofore established hereunder, effective as though such land had remained continuously subject to this agreement and the unit operating agreement.

(3) Operate or provide for the operation of such land independently of this agreement as to any part thereof or any oil or gas deposits therein not then included within a participating area.

- 23 -

If the fee owner of the unitized substances does not execute this agreement and the unit operating agreement as a working interest owner or again lease such lands as above provided with respect to each existing participating area, within six (6) months after any such surrender or forfeiture, such fee owner shall be deemed to have waived the right to execute the unit operating agreement or lease such lands as to each such participating area, and to have agreed, in consideration for the compensation hereinafter provided, that operations hereunder as to any such participating area or areas shall not be affected by such surrender.

For any period the working interest in any lands are not expressly committed to the unit operating agreement as the result of any such surrender or forfeiture, the benefits and obligations of operations accruing to such lands under this agreement and the unit operating agreement shall be shared by the remaining owners of unitized working interests in accordance with their respective participating working interest ownerships in any such participating area or areas, and such owners of working interests shall compensate the fee owner of unitized substances in such lands by paying sums equal to the rentals, minimum royalties, and royalties applicable to such lands under the lease in effect when the lands were unitized, as to such participating area or areas.

Upon commitment of a working interest to this agreement and the unit operating agreement as provided in this section, an appropriate accounting and settlement shall be made, to reflect the retroactive effect of the commitment, for all benefits accruing to or payments and expenditures made or incurred on behalf of such surrendered working interest during the period between the date of surrender and the date of recommitment, and payment of any moneys found to be owing by such an accounting shall be made as between the parties then signatory to the unit operating agreement and this agreement within thirty (30) days after the recommitment. The right to become a party to this agreement and the unit operating agreement as a working interest owner by reason of a surrender of forfeiture as provided in this section shall not be defeated by the non-existence of a unit operating agreement and in the event no unit operating

- 24 -
agreement is in existence and a mutually acceptable agreement between the proper parties thereto cannot be consummated, the Supervisor may prescribe such reasonable and equitable agreement as he deems warranted under the circumstances.

Nothing in this section shall be deemed to limit the right of joinder or subsequent joinder to this agreement as provided elsewhere in this agreement. The exercise of any right vested in a working interest owner to reassign such working interest to the party from whom obtained shall be subject to the same conditions as set forth in this section in regard to the exercise of a right to surrender.

32. TAXES: The working interest owners shall render and pay for their account and the account of the royalty owners all valid taxes on or measured by the unitized substances in and under or that may be produced, gathered and sold from the land subject to this contract after the effective date of this agreement, or upon the proceeds or net proceeds derived therefrom. The working interest owners on each tract shall and may charge the proper proportion of said taxes to the royalty owners having interests in said tract, and may currently retain and deduct sufficient of the unitized substances or derivative products, or net proceeds thereof from the allocated share of each royalty owner to secure reimbursement for the taxes so paid. No such taxes shall be charged to the United States or the State of New Mexico or to any lessor who has a contract with his lessee which required the lessee to pay such taxes.

33. <u>NO PARTNERSHIP</u>: It is expressly agreed that the relation of the parties hereto is that of independent contractors and nothing in this agreement contained, expressed or implied, nor any operations conducted hereunder, shall create or be deemed to have created a partnership or association between the parties hereto or any of them.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and have set opposite their respective names the date of execution.

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UNIT OPERATOR AND WORKING INTEREST OWNER

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STATE OF OKLAHOMA) COUNTY OF TULSA)

On this 10th day of March, 1952, before me ap-1 5 8, to me personally known, who being to me personally known, who being peared by me duly sworn, did say that he is the Vice-President of STANOLIND OIL AND GAS COMPANY, a Delaware corporation, and that the seal affixed to annight instrument is the corporate seal of said corporation by authority of its acknowledged Given under my hand and notarial seal this 16th day of March, AUD FOH9 St or of My commission expires: My commission Expires October 4, 1955 Maxine M: adame_ Notary Public N. Wald STATE OF <u>New maxico</u> COUNTY OF <u>Choves</u> STATE OF On this 19×4 day of , $195\mathcal{V}$, before me apmarch peared <u>Robert 0. Anderson</u>, to me personally known, who, being by me duly sworn, did say that he is the _____ President of <u>Metro Retine</u>ties and that the seal affixed to said instrument is the INC. 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 Robert O. Anderson acknowledged said instrument to be the free act and deed of said corporation. Given under my hand and notarial seal this 19th day of March 1952 . My commission expires: Notary Public V11an 21 8956 STATE OF COUNTY OF TARRANT day of august, 1952, before me ap-On this 1st F.J. ADAMS , to me personally known, who being peared by me duly sworn, did say that he is the V_{1CE} -President of <u>GulF OIL</u> <u>CORPORATION</u> 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 said E. J. ADAMS and deed of said corporation. Given under my hand and notarial seal this 1st day of august 1952 . My commission expires: B. R. Jordan Notary Public \$6-1-53 B. R. JORDAN

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In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his purticular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lande to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

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In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

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In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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Name / Jup Q. Culures	AND ADDRESSES Name This Understan Address P. O. Box 660				
Address P. 0. Box 660					
Roswell, New Mexico	Roswell, NewMexico				
Name	Name				
Address	Address				
Name	Name				
Address	Address				

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STATE OF <u>New Mexico</u>)	
COUNTY OF Chaves)	
On this <u>27th</u> day of <u>March</u> appeared Hugo O. Anderson	, 19 52, before me personally to me known to be the
person described in and who executed and acknowledged to me that he executed t	delivered the foregoing instrument, and
GIVEN UNDER MY HAND AND SEA	L OF OFFICE, this 2266 day of
, 19 <u>52</u>	
My within sion expires:	
PUBLIC AS PROVIDENCE	Notary Public
An All Store Constraints	Notary Public
STATE OF New Mexico)	
COUNTY OF <u>Chaves</u>)	
On this 27th day of March	19 52, before me personally
appeared <u>tots Anderson</u> person described in and who executed and o	delivered the foregoing instrument, and
acknowledged to me that executed the	he same as <u>he</u> free act and deed.
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My commission expires:	
L) 19-K	Milliam B. Millomber. Notary Public
	Hotal y I dolle
STATE OF	
COUNTY OF)	
On this day of	, 19, before me personally
appeared person described in and who executed and c	to me known to be the delivered the foregoing instrument, and
	he same as free act and deed.
GIVEN UNDER MY HAND AND SEAL	OF OFFICE, this day of
, 19	
My commission expires:	
	Notary Public
STATE OF) COUNTY OF)	
On this day of	, 19, before me appeared
, to me perso	onally known, who, being by me duly
sworn, did say that he is the Presiden	
and that the seal affixed to said instrument is and that said instrument was signed and seale authority of its Board of Directors, and said	
said instrument to be the free act and deed of	
Given under my hand and notarial set	al this day of, 19
My commission expires:	
	Notary Public

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In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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SIGNATURES AN	ID ADDRESSES	TRAC	TS ZA	, ZB , .	27A
Name Mary & Wills	Name	 	<u> </u>		
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Name Jul July Address	Name	 			
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(a single woman)		 		••••••••••••••••••••••••••••••••••••••	

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8-21-521	K. L. B.	···· l
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person described in and who executed and d		
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My commission expires:		
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	Notary Pul	plic
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COUNTY OF)		n de la companya de
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COUNTY OF) On this day of, to me perso	, 19 , before me nally known, who, being t of	appeared by me duly d corporation,
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Name	Name
Address	Address
Name	Name
Address	Address
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SIGNATURES AND ADDRESSES

STATE OF NEW MEXICO	
COUNTY OF CHAVES	
On this 26th day of June appeared <u>Elizabeth W. Crosby</u> person midescribed in and who executed and	, 1952, before me personally
appeared Elizabeth W. Crosby	to me known to be the
person described in and who executed and	delivered the foregoing instrument, and
acknowledged to me that she executed	the same as her free act and deed
AND AND SEA	L OF OFFICE, this 26th day of
June 19 52	a Vacanta da Constanta da Canada da Canad
Juneo 1952	
My commission, expires.	
SPU ON STREET	m. A.R. 12/16/07
April, soa 5790	Madelyn Habbal Notfry Public
Manual COUNT STATES	
STATE OF	
COUNTY OF)	
On this day of	19 , before me personally
appeared	to me known to be the
person described in and who executed and	delivered the foregoing instrument, and
acknowledged to me that executed t	he same as free act and deed.
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GIVEN UNDER MY HAND AND SEA , 19	L OF OFFICE this day of
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My commission expires	
	Notary Public
STATE OF) COUNTY OF)	10 before me norsenalle
COUNTY OF) On this day of	, 19, before me personally to me known to be the
COUNTY OF) On this day of	to me known to be the
COUNTY OF) On thisday of appeared person described in and who executed and	to me known to be the delivered the foregoing instrument, and
COUNTY OF) On this day of operson described in and who executed and acknowledged to me that executed t	to me known to be the delivered the foregoing instrument, and he same as free act and deed.
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COUNTY OF	to me known to be the delivered the foregoing instrument, and he same as free act and deed.
COUNTY OF	to me known to be the delivered the foregoing instrument, and he same as free act and deed.
COUNTY OF	to me known to be the delivered the foregoing instrument, and he same as free act and deed. L OF OFFICE, this day of
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COUNTY OF	to me known to be the delivered the foregoing instrument, and he same as free act and deed. L OF OFFICE, this day of Notary Public , 19, before me appeared onally known, who, being by me duly
COUNTY OF	to me known to be the delivered the foregoing instrument, and he same as free act and deed. L OF OFFICE, this day of Notary Public , 19, before me appeared onally known, who, being by me duly nt of
COUNTY OF	to me known to be the delivered the foregoing instrument, and he same as free act and deed. L OF OFFICE, this day of Notary Public Notary Public , 19, before me appeared onally known, who, being by me duly ht of i the corporate seal of said corporation,
COUNTY OF	to me known to be the delivered the foregoing instrument, and he same as free act and deed. L OF OFFICE, this day of Notary Public Notary Public Notary Public i9, before me appeared onally known, who, being by me duly nt of is the corporate seal of said corporation, ed in behalf of said corporation by
COUNTY OF	to me known to be the delivered the foregoing instrument, and he same as free act and deed. L OF OFFICE, this day of Notary Public
COUNTY OF On this	to me known to be the delivered the foregoing instrument, and he same as free act and deed. L OF OFFICE, this day of Notary Public
COUNTY OF	to me known to be the delivered the foregoing instrument, and he same as free act and deed. L OF OFFICE, this day of Notary Public
COUNTY OF On this	to me known to be the delivered the foregoing instrument, and he same as free act and deed. L OF OFFICE, this day of Notary Public

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	SIGNATURES A	ND ADDRES	ŞES
Name	In Philps ander	Name K	to Clum
Address_	c/o P. O. Box 660	Address_	P. O. Box 660
	Roswell, New Mexico		Roswell, New Mexico
Name		Name	
Address		Address_	
·		ويوجي ويوني وي	
Name		Name	
Address_	· · · · · · · · · · · · · · · · · · ·	Address_	

STATE OF <u>New Maxico</u>) COUNTY OF <u>Chaves</u>)

On this 2x 1 day of 22	A 1952: before me personally
appeared Robert O. Ander	1952, before me personally to me known to be the d and delivered the foregoing instrument, and
person described in and who executed	d and delivered the foregoing instrument, and
acknowledged to me that he exec	uted the same as h_{15} free act and deed
	D SEAL OF OFFICE, this $2 \frac{y}{4}$ day of
My wommission expires:	
PUBLIC 20 PHAR ET 1954	20 aller BM. A. al
A CALL COLLECTION OF THE COLLE	Notary Public
and the second	
CTADE OF	
COUNTY OF <u>Chaues</u>)	
On this 28th day of 22	holerion, 1952, before me personally to me known to be the and delivered the foregoing instrument, and
appeared Barbara Phelps A	hderion to me known to be the
$\frac{1}{2}$ acknowledged to me that $\frac{1}{2}$ executed	uted the same as $h_{e_{r}}$ free act and deed.
CIVEN UNDER MY HAND AND	SEAL OF OFFICE, this _ZY4 day of
Paranali 1952	
Mý commission expires	
	K . 1. 62 M2 (. O
Mar DI 1954	Notary Public
	Notary Public
STATE OF)	
COUNTY OF)	
On this day of	, 19, before me personally to me known to be the
	and delivered the foregoing instrument, and
acknowledged to me that execu	ited the same as free act and deed.
Γ , ,	SEAL OF OFFICE, this day of
, 1 <u>9</u> .	
My commission expires:	
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	Notary Public
STATE OF)	
COUNTY OF)	
	, 19, before me appeared
On this day of	personally known, who, being by me duly
	esident of
	ent is the corporate seal of said corporation,
and that said instrument was signed and authority of its Board of Directors, and	
said instrument to be the free act and de	
Given under my hand and notar	ial seal this day of, 19
My commission expires	
	Note we Dubli

ary 1

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SIGNATURES AI	ND ADDRESSES
Name Deda Machinsklafelt	Name
Name Deda Machinschielt Address 209- 4th 55	Address
Ballinger Verten	
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Name	Name
Address	Address
	· · · · · · · · · · · · · · · · · · ·
Name	Name
Address	Address

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STATE OF Toxas COUNTY OF Runnels				
On this 22nd day of	Rarch	, 19 52 ,	before me pers	onally
appeared Alfa Mao Hirschf				
person described in and who acknowledged to me that <u>sho</u>	executed and d	elivered the	foregoing inst	rument, and ct and deed
shosho			her	et and died
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June 1, 1953		(·	Pearl Witt	L
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person described in and who e	executed and de	livered the		
acknowledged to me that				
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my commission expires.				
			Notary Public	
STATE OF	<u></u>)			
COUNTY OF)			<i>,</i>
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sworn, did say that he is the	President	of		
and that the seal affixed to said i	instrument is t	he corporate	e seal of said c	orporation.
and that said instrument was signauthority of its Board of Director	ned and sealed		said corporati	
said instrument to be the free ac	t and deed of s	aid corpora	tion.	
Given under my hand an	d notarial seal	this	day of	, 19
Given under my hand an My commission expires:				
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SIGNATURES AND	DADDRESSES TRACT 12
Name Lide p. Weaver	Name
Address 2310 Coun. and M.	Address
Washington 8. Lec	
Name	Name
Address	Address
Name	Name
Address	Address

STATE OF	
COUNTY OF	
appeared described in and who executed and delivered t	, before me personally
appeared	to me known to be the
person described in and who executed and delivered t	he foregoing instrument, and
acknowledged to me that executed the same as	Were free act and deed
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J. S. 521, 19 54	
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	Gue death
	Notary Public
	NOTARY PUBLIC, D. C. Commission Expires Nov. 14, 1956
	Commission traffices Rott Auf 2000
STATE OF)	
COUNTY OF	
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person described in and who executed and delivered th	
acknowledged to me that executed the same as	free act and deed.
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	Notary Public
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COUNTY OF	
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SIGNATURES AN	ID ADDRESSES
Name Sella Sheldon	Name Miles Philes
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SIGNATURES AND ADDRESSES

TRACT 15

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Name	BUFFAID OIL COMPANY	Name
	1514 Gulf States Building	A 3 3

Address Dallas man Presider

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Buffalo Oil Company, by execution hereof only commits to said Unit Agreement its leasehold interest shown as Tract No. 16 of Exhibit "B" attached to the Unit Agreement.

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In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements. or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, derisees, assigns or successors in interest. TRACIS 24, 27A(1)

278(1) SIGNATURES AND ADDRESSES Barel Woodam Name_ Name Address sm) Name Address Address rothy A. Wordson Name Name above. Address Address

STATE OF CALINGINIA COUNTY OF THE SAMORES 9, 31st day of <u>larch</u>, 19 52 before me personally On this filet day of <u>arch</u>, 19 58 before me personally appeared <u>bound thy Hazel Houlson</u> to me known to be the person, described in and who executed and delivered the foregoing instrument, and acknowledged to me that _______ cxecuted the same as ______ free act and deed GILLEN UNDER MY HAND AND SEAL OF OFFICE, this 31 31 day of ç., ç My commission expires: The second secon Mary Collinger STATE OF CALLEUNNIA COUNTY OF LUS AIGULES March 19 52, before me personally appeared Berothy H. Woodson to me known to be the personally described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed. A GIVEN UNBER MY HAND AND SEAL OF OFFICE, this 31st day of My commission expires. MY COMMISSION EXPIRES JULY 4th, 1954 Mary Cottinger STATE OF CARTOON IA COUNTY OF LOS ANGELES competence difference day of <u>March</u>, 1952, before me personally to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that <u>he</u> executed the same as <u>her</u> free act and deed. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this <u>31st</u> day of 19_{52} commission septres: Notary Public SOMMISSION EXFIRES JULY 4th, 1954 123 STATE OF COUNTY OF _____, 19___, before me appeared On this day of , to me personally known, who, being by me duly President of sworn, did say that he is the 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 acknowledged authority of its Board of Directors, and said said instrument to be the free act and deed of said corporation. Given under my hand and notarial seal this day of , 19. My commission expires: Notary Public

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico. in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized repreventative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said. Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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sworn, did say that he is the and that the seal affixed to said in	President of
sworn, did say that he is the and that the seal affixed to said in	President of
sworn, did say that he is the and that the seal affixed to said in and that said instrument was signed	President of nstrument is the corporate seal of said corporation, ied and sealed in behalf of said corporation by is, and saidacknowledged
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In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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SIGNATURES AN	ND ADDRESSES	. •	(~~	1Bli
Name Laurence E. Olio	Name	·	· .	-12 	nyala.
Address 4426-50-3414,51	Address				
Alington 12.				·	
Name Many Josephine Connolly	aname				
Address 4426 Bo. 34th At.	Address	· · · · · · · · · · · · · · · · · · ·			
Carling tow Va	·) - · ·		_	×.	
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Name	Name			<u>.</u>	_
Address	Address		-	· · ·	e e e e e e e e e e e e e e e e e e e
			20	an a	nn an An
		<u> </u>		• <u></u> ••••••••	-

STATE OF MARYAND) COUNTY OF MARYAND)	
On this let day of <u>April</u> , 1952 appeared <u>Laurence S. Abo</u> person described in and who executed and delivered t acknowledged to me that <u>he</u> executed the same as	to me known to be the he foregoing instrument, and
GIVEN UNDER MY HAND AND SEAL OF OFF	ICE, this 1st day of
<u>Armin</u> , 19 <u>52</u>	
My commission expires: 4 Kay 1953	Val. 1130 3170
	Notary Public 101
STATE OF Virginia) COUNTY OF Arlington)	
On this Third day of April	2, before me personally
appeared <u>Nary Josephine Connolly Aho</u> person described in and who executed and delivered t acknowledged to me that she executed the same as	to me known to be the he foregoing instrument, and
GIVEN UNDER MY HAND AND SEAL OF OFFI	CE, this Third day of
My kommission expires.	
101 00 Harch 13th 1953	ang & Julivila Notary Public
	O Notáry Public
STATE OF) COUNTY OF)	
appeared	, before me personally to me known to be the
person described in and who executed and delivered th acknowledged to me that executed the same as	
GIVEN UNDER MY HAND AND SEAL OF OFFI , 19	CE, this day of
My commission expires:	
wy commission expires.	ана.
and and an	Notary Public
STATE OF) COUNTY OF)	
On this day of , 19	, before me appeared
, to me personally know sworn, did say that he is the President of	vn, who, being by me duly
and that the seal affixed to said instrument is the corpor and that said instrument was signed and sealed in behalf authority of its Board of Directors, and said said instrument to be the free act and deed of said corpo	of said corporation by acknowledged
Given under my hand and notarial seal this	day of , 19 .
My commission expires:	and and a second se The second se Second second
	Notary Public

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior. the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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SIGNATURES ANI	D ADDRESSES	15 (2)
Name William a Coundly	Name Clance Ty Convely	
Address 1600 all Medenslaugh	Address 9600 Old. Bleedenbur	ing olas
- Silve Spring Ma	Selver Spining, Mac.	0
Name	Name	
Address	Address	
Name	Name	
Address	Address	
		•

STATE OF Mangled) COUNTY OF montgoned On this 4° day of <u>April</u>, 195, before me personally appeared <u>Willia</u> <u>A. Compolly</u> to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that <u>Le</u> executed the same as <u>Ris</u> free act and deed GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 44 day of GRAHAM P. KESLER commission expires My Commission expires May 4. 1953 *FERENY in the terminal Notary Public STATE OF <u>Manland</u>) COUNTY OF <u>montgomin</u>) On this $4 \le day$ of Amil 195, before me personally appanded in and who executed and derivered the foregoing instrument, and advanced by that A executed the same as A free act and deed. -GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 42 day of Mysail, 1952 GRAHAM P. KESLER commission expires My Commission expires May 1, 1953 "Componess" Notary Public STATE OF COUNTY OF On this _____ day of _____, 19__, before me personally to me known to be the appeared person described in and who executed and delivered the foregoing instrument, and acknowledged to me that executed the same as free act and deed. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of , 19 . My commission expires: Notary Public STATE OF COUNTY OF On this _____day of _____, 19 _, before me appeared ______, to me personally known, who, being by me duly President of sworn, did say that he is the 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 acknowledged authority of its Board of Directors, and said said instrument to be the free act and deed of said corporation. Given under my hand and notarial seal this day of , 19 My commission expires: Notary Public

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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SIGNATURES AN	VD ADDRESSES
Name Ruly Ray Swope	Name Mill Purps
Address BRIDGEPORT. TEXAS	Address BRIDGEPORT, TEXAS
Name	Name
Address	Address
Name	Name
Address	Address

STATE OF Jelan COUNTY OF Une On this day of <u>March</u>, 19-17, before me personally appeared to me known to be the person described in and who executed and delivered the foregoing instrument, and a wie dged to me that the executed the same as Then free act and deed IVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of commission expires: June 1-1953 On this day of <u>Alch</u> 195% before me personally eared <u>to me known to be the</u> son described in and who executed and delivered the foregoing instrument, and nowledged to me that <u>he</u> executed the same as <u>Jer</u> free act and deed. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this $\frac{1}{2}$ day of $\frac{1}{2}$ My commission expires: une 1-1953 STATE OF COUNTY OF On this _____ day of _____, 19__, before me personally to me known to be the appeared person described in and who executed and delivered the foregoing instrument, and acknowledged to me that ______ executed the same as ______ free act and deed. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of , 19 . My commission expires: Notary Public STATE OF COUNTY OF On this _____ day of _____, 19 , before me appeared _____, to me personally known, who, being by me duly President of sworn, did say that he is the 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 _____ acknowledged authority of its Board of Directors, and said said instrument to be the free act and deed of said corporation. Given under my hand and notarial seal this _____ day of _____, 19____ My commission expires: Notary Public

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SIGNATURES AND ADDRESSES

Name	Name Milr A Choati
Address	Address Farfanfaz
	any
Name	Name Mars. E. M. Choate
Address	Address Frairbacks
	ariona
	0
Name	Name
Address	Address

STATE OF CLAR COUNTY OF	And the second sec	_)			
COUNTY OF A)			
On this	the day of		10 -	hafara ma ner	eopally
appeared		<u>in the second sec</u>		before me per to me known to	be the
person described	in and who ex	recuted and del	ivered th	e foregoing ins	trument, an
acknowledged to me					
GIVEN UN	DER MY HAN 19 <u>st</u>	D AND SEAL (OF OFFIC	E, this	day_of
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2. Contraction			.Je.	Notary Pub	un word
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appeared				to me known	
person described acknowledged to me				e foregoing inst free a	
acknowledged to me		- executed the	same as _	11'ee a	ici and deed
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On this appeared person described acknowledged to me GIVEN UNI My commission expi My commission expi STATE OF COUNTY OF On this sworn, did say that and that the seal affi and that said instrum buthority of its Boar said instrument to be	in and who ex that DER MY HANI , 19	ecuted and deli executed the D AND SEAL C)) to me persona President o strument is the ed and sealed i s, and said and deed of sa	, 19 	, before me po- to me known foregoing inst free a E, this Notary Publ , before me ap , who, being by te seal of said f said corporat ack ation:	ersonally to be the rument, and ct and deed day of ic ic opeared y me duly corporation tion by mowledged

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Address	Route #2	Address	<i>Route #2</i>
	Plainview, Texas		Plainview, Texas
Name		Name	
Address		Address	
Name		Name	
Address		Address	

	\$			
STATE OF Texas COUNTY OF Hale)			
			fore me personally me known to be the	
appeared <u>A.</u> person described in an acknowledged to me that		ind delivered the fo	regoing instrument,	
April CLYEN UNDER		EAL OF OFFICE,	this 12th day of	
Ny commission expires:		h		
June 1st. 1933		Mella	Notary Public	Jo Rober
STATE OF Texas)			
COUNTY OF Hale		19 bi	ofore me nerconally	
On this <u>12th</u> appeared <u>Geor</u> person described in an acknowledged to me that	gia <u>Schrock</u> d who executed a	to nd delivered the to	me known to be the regoing instrument,	
April , 1		EAL OF OFFICE,	this <u>12th</u> day of	
My commission expires:		1	1. A.	
() June 1st \$ 1953		Melha	Notary Public	Roberts
STATE OF COUNTY OF)			•
On this	day of	, 19, t	efore me personally o me known to be the	
person described in and acknowledged to me that		nd delivered the for	regoing instrument,	
	MY HAND AND S	EAL OF OFFICE,	this day of	
My commission expires:			an a	
		<u>I</u>	Notary Public	. It
STATE OF COUNTY OF)	an a		
On this	, to me pe	ersonally known, w	efore me appeared ho, being by me duly	-
and that the seal affixed to and that said instrument v authority of its Board of I said instrument to be the	vas signed and se Directors, and sa	ealed in behalf of sa aid	aid corporation by acknowledge	
Given under my b	and and notarial	seal this	day of,	19
My commission expires				

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SIGNATURES AN	D ADDRESSES	TRACE
Name Am Ackrock	Name	an generalden stran en successe an andere an
Address 1620 Shere Stort	/ Address	Alur 16 a 1999 (1999 (1999 (1999 (1999 (1999 (1999 (1999 (1999 (1999 (1999 (1999 (1999 (1999 (1999 (1999 (1999
Dolad Try		an barranan naya ayaa anaar ahaan ya dada aasanaa
Name Marjorie School	Name	ананананананананананананананананананан
Address 1620 5. Theadow bisk	Address	
Harland, Texas		
Name	Name	
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COUNTY OF DAL	AB	-ń			
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On this	18th day of	April	, 19 52 .	before me pers	sonally
appeared John 8.		'e, Martorio So	hrock	to me known to	be the
person ^a describe	d in and who ex	ecuted and del	ivered th	e foregoing inst	rument. and
acknowledged to m	ie that they	executed the	same as	thoir free a	ct and deed
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In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest. TRACT 330

SIGNATURES AN	ID ADDRESSES
Name Tr. Schrock	Name
Address 6020 Cody	Address
Stantraily Colo.	
Name Dernice m Schook	Name
Address f 020 Cody Sh	Address
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and the second sec	
Name	Name
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COUNTY OF					
On this <u>10</u> day of			to ma known	to be the	
person described in and who execu acknowledged to me that <u>he</u> es	uted and de xecuted the	elivered the same as	foregoing in <u>hia</u> free	strument, and dee	nd d
GIVEN UNDER MY HAND A	AND SEAL	OF OFFIC	E, this <u>10</u>	day of	
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6 115 5			Notary Pu	iblic	
STATE OF TY CLAR DO) COUNTY OF JAFZERSON)					
On this 10 day of A	pril	. 19 62,	before me p	ersonally	
appeared Bornico N. Schrock person described in and who execu			to me known	to be the	id
acknowledged to me that the ex					
GIVEN UNDER MY HAND A	ND SEAL	OF OFFIC	E this 10	day of	
My commission expires:	X		7		
erguet 18 1976		A.C.	Notary Pul	e bu	is
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acknowledged to me that ex			v v		
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² My commission expires:					
	а 1947 — 1	- <u></u>	Notary Pub	olic	
STATE OF) COUNTY OF)					
On this day of		, 19	, before me a	appeared	
, to	me person President	ally known,	who, being		
and that the seal affixed to said instruant that said instrument was signed a					ം 1,
authority of its Board of Directors, a said instrument to be the free act and	and said		ac	cknowledged	-
Given under my hand and not	tarial seal	this	day of	, 19	
My commission expires					
			Notary Pu	blic	

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In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear. consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest. TRACT 33(1)

	SIC	GNATURES A	AND	ADDRESS	ES		
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	chita A	ann	- <u>-</u>				
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C	COUNTY OF Chaue	
р	On this 25 day of <u>April</u> , 19 appeared <u>Appendix</u> , 19 person described in and who executed and delivered acknowledged to me that <u>Args</u> executed the same	ed the foregoing instrument, and
	GIVEN UNDER MY HAND AND SEAL OF O	FFICE, this 25 day of
C.	Micrommission expires:	Lus J. Malain
08080	and and a second	Notary Public
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	appeared	9, before me personally to me known to be the
-	person described in and who executed and delivered acknowledged to me that executed the same	ed the foregoing instrument, and e as free act and deed.
	GIVEN UNDER MY HAND AND SEAL OF O	FFICE, this day of
N	My commission expires:	
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p	On this day of, appeared person described in and who executed and delivere acknowledged to me that executed the same	· · · · · · · · · · · · · · · · · · ·
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	and and an and a state of the	
M	My commission expires:	
M	My commission expires:	Notary Public
 S'	My commission expires: 	Notary Public
	STATE OF) COUNTY OF) On this day of,	19_, before me appeared
s' C	STATE OF) COUNTY OF) On this day of,	
S' C' SV ar ar	STATE OF) COUNTY OF) On this day of, , to me personally k	19 , before me appeared nown, who, being by me duly porate seal of said corporation, half of said corporation by acknowledged
S' C ar ar av sa	STATE OF	19 , before me appeared nown, who, being by me duly porate seal of said corporation, half of said corporation by acknowledged
S' C' ar ar av sa	STATE OF	19, before me appeared nown, who, being by me duly porate seal of said corporation, half of said corporation by acknowledged orporation.

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SIGNATURES AN	VD ADDRESSES
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STATE OF COUNTY OF 19.5 2 before me personally and delivered the foregoing instrument, and who executed appeared described in and who executed and delivered the foregoing more and deed acknowledged the methat deeg executed the same as <u>Cheef</u> free act and deed of the order of the same as <u>Cheef</u> free act and deed of the order of the same as <u>Cheef</u> free act and deed add of the other of the same as <u>Cheef</u> and deed GIVEN UNDER MY HAND AND SEAL, OF OFFICE, this 2 day of ion STATE OF COUNTY OF appeared to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that ______ executed the same as ______ free act and deed. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of , 19 My commission expires: Notary Public STATE OF COUNTY OF On this _____ day of _____, 19__, before me personally to me known to be the appeared person described in and who executed and delivered the foregoing instrument, and acknowledged to me that ______ executed the same as ______ free act and deed. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of , 19 . My commission expires: Notary Public STATE OF COUNTY OF y of _____, 19 ___, before me appeared _____, to me personally known, who, being by me duly On this day of President of sworn, did say that he is the 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 acknowledged authority of its Board of Directors, and said said instrument to be the free act and deed of said corporation. Given under my hand and notarial seal this _____ day of _____, 19____ My commission expires: Notary Public

HULLIY FUD

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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	SIGNATURES .	AND ADDRESSES	×	TRACT	35
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STATE OF New Mexico	<u> </u>		
COUNTY OF Chaves			
On this 12th days	May 10	50 balana manan	nally
On this 13th day o appeared Clarence E. Hinkle	and Lillian T. Hi	nkleto me known to b	be the
person s described in and who	executed and delivere	d the foregoing instr	ament, and
acknowledged to me that they	executed the same	as their free ac	t and deed
GIVEN UNDER MY H	AND AND SEAL OF O	FFICE, this 13th	day of
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person described in and who			
acknowledged to me that	executed the same	as free act	and deed.
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My commission expires.			
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COUNTY OF).		
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My commission expires:)
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		Notary Public	
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		Notary Public	
COUNTY OF			eared
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COUNTY OF day o		9 , before me app	
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STATE OF COUNTY OF day o on this day o sworn, did say that he is the and that the seal affixed to said and that said instrument was si	, to me personally kr President of instrument is the corp	9, before me app nown, who, being by n porate seal of said co	me duly
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SIGNATURES AND ADDRESSES

TRACT 35(2)

Manie II ? Addeese	Name NEW MEXICO-OBAGE CO-OPERATIN ROYALTY COMPANY Address By amesu, atterson
Address	President Name Address
Name	Name
Address	Address

STATE OF	
COUNTY OF	
On this day of	to me known to be the
person described in and who executed and	delivered the foregoing instrument, and
acknowledged to me that executed t	
GIVEN UNDER MY HAND AND SEA	L OF OFFICE, this day of
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My commission expires	
	· All A
3. N-145/	Notary Public
	/ Notary Public
STATE OF)	
COUNTY OF)	
On this day of	19, before me personally
appeared	to me known to be the
person described in and who executed and	
acknowledged to me that executed t	iree act and deed.
	L OF OFFICE this day of
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My commission expires:	and the second
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	Notary Public
	Notary Public
STATE OF) COUNTY OF)	
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ppeared person described in and who executed and o	to me known to be the
acknowledged to me that executed the	
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My commission expires:	
· · · · · · · · · · · · · · · · · · ·	Notary Public
STATE OF <u>NEW MEXICO</u>) COUNTY OF De Bage	
COUNTY OF De Baca)	
COUNTY OF <u>De Baca</u>) On this <u>day of</u> April	, 1952, before me appeared
COUNTY OF <u>De Baca</u>) On this <u>day of April</u> JAMES W. PATTERSON , to me person	onally known, who, being by me duly
COUNTY OF <u>De Baca</u>) On this <u>day of</u> April <u>JAMES W. PATTERSON</u> , to me persus sworn, did say that he is the <u>Presider</u> operative Royalty Company	onally known, who, being by me duly nt of the New Mexico-Osage Co-
COUNTY OF <u>De Baca</u>) On this <u>day of</u> April <u>JAMES W. PATTERSON</u> , to me perso sworn, did say that he is the <u>Presider</u> <u>operative Royalty Company</u> and that the seal affixed to said instrument is	onally known, who, being by me duly at of the New Mexico-Osage Co- the corporate seal of said corporation,
COUNTY OF <u>De Baca</u>) On this <u>day of</u> April <u>JAMES W. PATTERSON</u> , to me person sworn, did say that he is the <u>Presider</u> <u>operative Royalty Company</u> and that the seal affixed to said instrument is and that said instrument was signed and sealed	onally known, who, being by me duly nt of the New Mexico-Osage Co- the corporate seal of said corporation, ed in behalf of said corporation by
COUNTY OF <u>De Baca</u> On this <u>day of</u> April JAMES W. PATTERSON, to me person sworn, did say that he is the Presider operative Royalty Company and that the seal affixed to said instrument is and that said instrument was signed and sealed authority of its Board of Directors, and said	onally known, who, being by me duly at of the New Mexico-Osage Co- the corporate seal of said corporation, ed in behalf of said corporation by James W. Patterson acknowledged
COUNTY OF <u>De Baca</u>) On this <u>day of</u> April JAMES W. PATTERSON, to me person sworn, did say that he is the <u>Presider</u> operative Royalty Company and that the seal affixed to said instrument is and that said instrument was signed and sealed authority of its Board of Directors, and said said instrument to be the free act and decd of	the corporate seal of said corporation, to f the New Mexico-Osage Co- the corporate seal of said corporation, ed in behalf of said corporation by James W, Patterson acknowledged said corporation.
COUNTY OF <u>De Baca</u> On this <u>day of April</u> JAMES V. PATTERSON , to me person sworn, did say that he is the Presider operative Royalty Company and that the seal affixed to said instrument is and that said instrument was signed and sealed authority of its Board of Directors, and said said instrument to be the free act and decd of Given under my hand and notarial se	the corporate seal of said corporation, to be
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COUNTY OF <u>De Baca</u> On this <u>day of April</u> <u>JAMES W. PATTERSON</u> , to me person sworn, did say that he is the Presider <u>operative Royalty Company</u> and that the seal affixed to said instrument is and that said instrument was signed and sealed authority of its Board of Directors, and said said instrument to be the free act and decd of Given under my hand and notarial se	the corporate seal of said corporation, to f the New Mexico-Osage Co- the corporate seal of said corporation, ed in behalf of said corporation by James W, Patterson acknowledged said corporation.
COUNTY OF <u>De Baca</u> On this <u>day of April</u> <u>JAMES V. PATTERSON</u> , to me person sworn, did say that he is the Presider <u>operative Royalty Company</u> and that the seal affixed to said instrument is and that said instrument was signed and sealed authority of its Board of Directors, and said said instrument to be the free act and decd of Given under my hand and notarial se	the corporate seal of said corporation, to f the New Mexico-Osage Co- the corporate seal of said corporation, ed in behalf of said corporation by James W, Patterson acknowledged said corporation.

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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SIGNATURES AND ADDRESSES

Name	
Address	
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Name	
Address	
Name	-
Address	

Name May	Patterson
Address 1094	Patterson 4 11 97
Cekla. Cit	17 14 akla
Name	·
Address	
Name	
Address	

STATE OF Oklahom.)	
COUNTY OF Vklahoma	
on this 14th day of April appeared <u>POLY with May Patterson</u> , a widow person dragoribed in and who executed and delive	, 1952, before me personally
appeared poly my May Patterson, a widow	to me known to be the
person), described in and who executed and deliv	vered the foregoing instrument, and
acknowledged to me that she executed the sa	ame as her free act and deed
MANDER MY HAND AND SEAL OF	OFFICE this 14th day of
	OFFICE, this shall day of
ADDAL	
My commission Expires	
A a a a	Standall (
Jan 91 - 1913	A LOYILLO
	Notary Public
STATE OF)	
COUNTY OF)	
On this day of	19, before me personally
appeared	to me known to be the
person described in and who executed and deliv	
acknowledged to me that executed the sa	
GIVEN UNDER MY HAND AND SEAL OF	OFFICE, this day of
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My commission expires:	
	Notary Public
STATE OF)	
COUNTY OF)	
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On this day of	, 19, before me personally to me known to be the
person described in and who executed and deliv	
	me as free act and deed.
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SIGNATURES AN	D ADDRESSES
Name ned. T. Wildt	Name Dena Hildt
Address Z641 So. Trenton	Address dance
Tulsa 5, OKla,	
Name	Name
Address	Address
Nomo	Name
Name	Name
Address	Address

COUNTY OF) On thisday of, 19, , before me appeared, to me personally known, who, being by me dul sworn, did say that he is the President of and that the seal affixed to said instrument is the corporate seal of said corpora and that said instrument was signed and sealed in behalf of said corporation by						
appeared ///// ///////////////////////////////	STATE OF COUNTY OF	Okeah.	non sol)			
Approx. 1222 Any connection expires Any connection expires Any connection expires Any connection of this	person des	scribed in an	nd who execute	d and delivered	to me kn I the foregoin	own to be the . 1g instrument,
OKIN OKINTOF On thisday ofintermed to me known to be the person described in and who executed and delivered the foregoing instrument, acknowledged to me that executed the same asfree act and delivered the foregoing instrument, acknowledged to me that executed the same asfree act and delivered the foregoing instrument, acknowledged to me that executed the same asfree act and delivered the foregoing instrument, acknowledged to me that executed the same asfree act and delivered the foregoing instrument, acknowledged to me that My commission expires				D SEAL OF OF	FICE this	30 day of
COUNTY OF	NY Compiles	fon expires	-4.	 	Notar	y Public
On this day of 19, before me personally appeared to me known to be the person described in and who executed and delivered the foregoing instrument, acknowledged to me that executed the same as free act and d GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day o 19 My commission expires: Notary Public STATE OF On this day of, 19, before me personally rppeared to me known to be the person described in and who executed and delivered the loregoing instrument, acknowledged to me that executed the same as free act and de GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of , 19 My commission expires: Notary Public STATE OF to me personally known, who, being by me dul grown, did say that he is the President of and that the seal affixed to said instrument is the corporate seal'of said corporation by authority of its Board of Directors, and said acknowledges and that the seal affixed to said instrument is ed and of said corporation by authority of its Board of Directors, and said acknowledges and that the negative free act and deed of said corporation			}			
person_described in and who executed and delivered the foregoing instrument, acknowledged to me that executed the same as free act and d 	On t		day of		, before to me k	me personally nown to be the
	person des				the foregoin	ng instrument,
Notary Public STATE OF	CIV			D SEAL OF OF	FICE, this _	day of
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COUNTY OF On this					Notar	y Public
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	and the second					-
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COUNTY OF			9 .			,,,
, to me personally known, who, being by me dul sworn, did say that he is the President of and that the seal affixed to said instrument is the corporate seal of said corpora and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledg said instrument to be the free act and deed of said corporation. Given under my hand and notarial seal this day of,			9		Notary	
sworn, did say that he is the President of and that the seal affixed to said instrument is the corporate seal of said corporation by and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledg said instrument to be the free act and deed of said corporation. Given under my hand and notarial seal this day of,		ion expires:	9		Notary	
and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledg said instrument to be the free act and deed of said corporation. Given under my hand and notarial seal this day of,	My commissi STATE OF COUNTY OF	ion expires:)) day of		before	Public me appeared
Given under my hand and notarial seal this day of,	My commissi STATE OF COUNTY OF On t	ion expires:)) day of , to me	personally know	own, who, b	Public me appeared eing by me duly
My commission expires	My commissi STATE OF COUNTY OF On the sworn, did sa and that the s and that said authority of it	ion expires: his ay that he is eal affixed to instrument we	day of)) thePr o said instrum was signed and Directors, and	e personally kno esident of nent is the corp l sealed in beha l said), before own, who, b orate seal of ilf of said co	Public me appeared eing by me duly said corporat rporation by
	My commissi STATE OF COUNTY OF On the sworn, did sa and that the s and that said authority of it said instrume	his his ay that he is eal affixed to instrument w ts Board of I ent to be the	day of , to me the Pr o said instrum was signed and Directors, and free act and d	e personally known esident of ment is the corp l sealed in beha l said eed of said cor	own, who, be own, who, be orate seal of alf of said co poration.	Public me appeared eing by me duly said corporat rporation by acknowledge

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TRACT 35(5)

SIGNATURES	AND ADDRESSES
Name	Name Collucion
Address	Address 1148 Do Erouston
	Tula offa
Name	Name Cylin M. J. Kan
Address	Address 148 S. Evantan St
	Tulsa, Otlan
Name	Name
Address	Address

COUNTY OF Julyan)	
On this <u>Grad</u> day of <u>and tota</u> appeared <u>fifte</u> and <u>tota</u>) person described in and who executed and deli asknowledged to me that <u>fifty</u> executed the s	, 1952, before me personally
appeared (K. Miden and Idiam.	Dila to me known to be the
person described in and who executed and deli	vered the foregoing instrument, and
acknowledged to me that they executed the s	same as their free act and deed
S A BETH STORE	
STAVEN UNDER MY HAND AND SEAL O	OF OFFICE, this day of
19.5 Z	
My.commission expires:	
CON MESSION	Solathe B.C.
Starting March 1955	Regardent Beley
and a second second Second second second Second second	
STATE OF)	
COUNTY OF)	
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appeared person described in and who executed and deliv	to me known to be the
acknowledged to me that executed and deriv	
acknowledged to me that	ante as fife act and deed,
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My commission expires:	
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	Notary Public
STATE OF	
COUNTY OF	
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person described in and who executed and deliv	
acknowledged to me that executed the sa	ame as free act and deed.
CIVEN UNDER MY HAND AND CEAL OF	
GIVEN UNDER MY HAND AND SEAL OF , 19	F OFFICE, this day of
, 17 . 	
My commission expires:	
	Notary Public
	Notar y 1 ubiic
	notary i ubite
STATE OF	notary i ubite
STATE OF) COUNTY OF)	
COUNTY OF)	
COUNTY OF) On this day of	_, 19, before me appeared
COUNTY OF) On this day of, to me personal	, 19, before me appeared ly known, who, being by me duly
COUNTY OF) On this day of	_, 19, before me appeared ly known, who, being by me duly
COUNTY OF) On thisday of, to me personall sworn, did say that he is the President of	, 19, before me appeared ly known, who, being by me duly
COUNTY OF) On this day of, to me personall sworn, did say that he is the President of and that the seal affixed to said instrument is the	, 19, before me appeared ly known, who, being by me duly
COUNTY OF) On thisday of, to me personall sworn, did say that he is thePresident of and that the seal affixed to said instrument is the and that said instrument was signed and sealed in	, 19 , before me appeared ly known, who, being by me duly corporate seal of said corporation, behalf of said corporation by
COUNTY OF) On thisday of, to me personall sworn, did say that he is thePresident of and that the seal affixed to said instrument is the and that said instrument was signed and sealed in authority of its Board of Directors, and said	, 19, before me appeared ly known, who, being by me duly corporate seal of said corporation, behalf of said corporation by acknowledged
COUNTY OF) On thisday of, to me personall sworn, did say that he is thePresident of and that the seal affixed to said instrument is the and that said instrument was signed and sealed in	, 19, before me appeared ly known, who, being by me duly corporate seal of said corporation, behalf of said corporation by acknowledged
COUNTY OF	, 19 , before me appeared ly known, who, being by me duly corporate seal of said corporation, behalf of said corporation by acknowledged d corporation.
COUNTY OF) On thisday of, to me personall sworn, did say that he is thePresident of and that the seal affixed to said instrument is the and that said instrument was signed and sealed in authority of its Board of Directors, and said said instrument to be the free act and deed of said Given under my hand and notarial seal th	, 19 , before me appeared ly known, who, being by me duly corporate seal of said corporation, behalf of said corporation by acknowledged d corporation.
COUNTY OF	, 19 , before me appeared ly known, who, being by me duly corporate seal of said corporation, behalf of said corporation by acknowledged d corporation.

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SIGNATURES A	ND ADDRESSES
Name	Name Samuel Herrick
Address	Address 1713 K St.
	washin. 6 DC
Name	Name
Address	Address
Name	Name
Address	Address

On this 7th day of alpert, 1952, before me personally appeared Self 1977 to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that the executed the same as the free act and deed GIVEN UNDER MY HAND AND SEAL OF OFFICE, this $\frac{74}{4}$ day of $\frac{1952}{1952}$ minission expires Notary Public DE ominies or Expires Sept. 14, 1953 OF TATE COUNTY OF On this _____ day of _____ 19____, before me personally to me known to be the appeared person described in and who executed and delivered the foregoing instrument, and acknowledged to me that ______ executed the same as ______ free act and deed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of , 19 My commission expires: Notary Public STATE OF COUNTY OF On this _____ day of _____, 19__, before me personally to me known to be the appeared person described in and who executed and delivered the foregoing instrument, and acknowledged to me that ______ executed the same as ______ free act and deed. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of _____, 19____. My commission expires: Notary Public STATE OF COUNTY OF On this _____ day of _____, 19 , before me 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 _____ acknowledged authority of its Board of Directors, and said said instrument to be the free act and deed of said corporation. Given under my hand and notarial seal this _____ day of _____, 19__. My commission expires: Notary Public

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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	SIGNATURES	AND ADDRESSES
Name nolas	Howeheck	Name
Address Bilt	more Itatil	Address
Daylo	n Ohio	
0		
Name		Name
Address		Address
Name	9. ₁₉₉ . 19	Name
Address 😂		Address
And any other second constrained A second		
COUNTY OF Montgenery		
--	--	
Montgenery		
On this <u>30</u> day of <u>April</u> , <u>19</u> 5	2, before me personally	
appeared <u>Nole Hornbeck</u> person described in and who executed and delivered		
acknowledged to me that <u>che</u> executed the same a		
GIVEN UNDER MY HAND AND SEAL OF OFF	TICE, this 30 day 860	
<u>boril</u> . 19 <u>52</u> .		
My commission expires. DORDING EUCHTHEOFER MACUL, FICTARY Public		
In and for Montgomery County, Ohio My Commission Expires March 22, 1933	Notary Public Stand	
	World y T don't in 7910 VL water	
STATE OF) COUNTY OF)		
(COUNTI OF)		
	, before me personally	
appeared	to me known to be the	
person described in and who executed and delivered acknowledged to me that executed the same as		
acknowledged to me mat	i i ee act and ueeu.	
GIVEN UNDER MY HAND AND SEAL OF OFF	ICE, this day of	
My commission expires		
	Notary Public	
COUNTY OF)		
	, before me personally	
appeared	to me known to be the	
person described in and who executed and delivered t acknowledged to me that executed the same as	s free act and deed.	
GIVEN UNDER MY HAND AND SEAL OF OFFI	ICE, this day of	
, 19		
My commission expires:		
	Notary Public	
STATE OF	na sa	
COUNTY OF		
	, before me appeared wn, who, being by me duly	
sworn, did say that he is the President of	wh, who, being by me duty	
and that the seal affixed to said instrument is the corpo	rate seal of said cornoration	
and that said instrument was signed and sealed in behalf		
authority of its Board of Directors, and said	acknowledged	
said instrument to be the free act and deed of said corpo	oration.	
Civen under my hand and notavial coal this	day of , 19	
Given under my hand and notarial seal this	uay 01, 17	
My commission expires:		
	Notary Public	

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	EXHIBIT "B" SCHEDULE SHOWING THE PERCENTAGE AND KIND OF OWNERSHIP OF OIL AND GAS INTERESTS IN ALL LAND IN THE LAKEWOOD UNIT AGREEMENT EDDY COUNTY NEW MEXICG												
Tract No.	Desc	ription	No of Acres	Serial No (Las Cruces) And Effective Date of Lease	Landowner and Percent of Royalty	Record Owner of Lease or Application	Name and Percent of Overriding Royalty	Working Interest And Percent					
	Fede	ral Lands											
JA	T'20S Sec Sec Sec	R25E 3. NE/4. SW/4 4: N/2 SE/4, SE/4 NE/4 9. NE/4	601 11	061761- B 7-1-47	USA - 12 1/2%	Mabel B. Shaw	Mozell Brown- \$400 per acre payable from 2% of production from interest leased	Stanolind 85 1/2 to 87 1/2%					
lB	Sec.	5: SE/4 SE/4	40.00	061761 A 7 - 1 - 47	USA - 12 1/2%	Lois Anderson	Mozelle Brown - 3%	Malco - 42 1/4% Stanolind - 42 1/4%					
	T19S-	R25E						· · ·					
2A		33: SE/4, NE/4 SW/4	520.00	062281 9-1-48	USA - 12 1/2%	Mabeï B. Shaw	Louise Wertheim - 3%	Stanolind 84 1/2%					
		34: SW/4 35: SE/4											
2B	Sec.	34: SE/4	160.00			Lois Anderson	Louise Wertheim - 2%	Malco - 85 1/2%					
	1205	- R25E											
3	Sec.	11: N/2 NE/4, SE/4 NE/4	120.00	064238 5-1-51	USA - 12 1/2%	Elizabeth W. Crosby and Stanley W.	Elizabeth W Crosby and Stanley W. Crosby, 111 - \$80,000 or \$400	Stanolind - 85 1/2% to 87 1/2%					

Crosby, III

per acre payable from 2% of production from interest leased.

	Tract No.	Desc	ription	No. of Acres	Serial No (Las Cruces) And Effective Date of Lease	Landowner and Percent of Royalty	Record Owner of Lease or Application	Name and Percent of Overriding Royalty	Working Interest And Percent
		Fede	eral Lands			<u></u>			
			- R25E						
	4	Sec	26 SW/4 27 S/2 SW/4 35 NE/4, SW/4	560.00	064842 Application	USA 12 1/2%	Ralph S. Trigg	Ralph S Trigg - 5%	Malco - 82 1/2%
)	5	Sec.	25: SW/4 27: SE/4 34: N/2 35: NW/4	800.00	068535 Application	USA - 12 1/2%	Victor B Van Hook	Victor B. VanHook - 5%	Malco - 82 1/2%
	6	Sec.	32: N/2 NW/4	160.00	NM-02296 Application	USA - 12 1/2%	Pauline V. Trigg	C. A. Scheurick - 2%	Pauline V. Trigg - 85 1/2%
		T20S	-R25E						
		Sec.	2: SW/4 SW/4						
		Sec.	4: NE/4 NE/4						
	7	Sec. Sec.	3: SE/4, NW/4 4: S/2 NW/4, N/2 SW/4	601. 25	NM-03539 7-1-47	USA - 12 1/2%	E. H. Shaw	Mozelle Brown - 3%	Stanolind - 84 1/2%
)		Sec.	10: N/2 NW/4, SW/4 NW/4						
		T198-	R25E					×	
	88		33: S/2 SW/4, NW/4 SW/4	120.00	NM-04456-A 5-1-51	USA - 12 1/2%	Mabel B. Shaw	Barbara Phelps Anderson - 1% Alda Mae Hirschfelt	Stanolind - 84 1/2%
								- 2%	

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Tract No.	Description	No of Acres	Serial No. (Las Cruces) And Effective Date of Lease	Landowner and Percent of Royalty	Record Owner of Lease or Application	Name and Percent of Overriding Royalty	Working Interest And Percent
	Federal Lands					25 2	
8B	T19S-R25E Sec. 32: SE/4	160.00	NM-04456 5-1-51	USA - 12 1/2%	Barbara Phelps Anderson	Alda Mae Hirschfelt - 2%	Malco - 85 1/2%

Total Federal Lands 3, 842. 36 acres or 51.07% of Unit Area

Tract No.			No of Acres	State Serial Number And Effective Date of Lease	Landowner and Percent of Royaliy	Record Owner of Lease or Application	Name and Percent of Overriding Royalty	Working Interest and Percent
	State	Lands						
9	Sec.	-R25E 32: SE/4 NW/4 33: SW/4 NW/4	80.00	B-10115-6 3-1-43	State - 12 1/2%	Malco	None	Malco - 87 1/2%
10	Sec.	32: S/2 NE/4	80.00	B-10890-3 12-25-43	State 12 1/2%	Malco	None	Malco - 87 1/2%
11	Sec.	32: SE/4 SW/4	40.00	B-9714-20 6-29-42	State - 12 1/2%	Malco	None	Malco - 87 1/2%
12	Sec.	28: N/2 SW/4	80.00	B-9976 12-22-42	State - 12 1/2%	Stanolind	Lida L. Weaver - 2%	Malco - 42 3/4% Stanolind - 42 3/4%
13		29: N/2 SE/4 32: SW/4 SW/4	120.00	E-737-3 2-11-46	State - 12 1/2%	Sunray Oil Corp.	None	Sunray - 87 1/2%
14	Sec.	32: NE/4 NE/4, SW/4 NW/4	80.00	E-5371 7-10-51	State - 12 1/2%	Gulf O.1 Corp.	None	Gulf - 87 1/2%
15	Sec.	36: SW/4 NW/4	40.00	E-2511 3-10-49	State - 12 1/2%	Malco	O. H. Randel - 1 1/2% Harold Kersey - 3/4% Vilas P Sheldon - 3/4%	Malco 42 1/4% Stanolind 42 1/4%
16	Sec.	36: SE/4 NW/4	40.00	E-4818 12-11-50	State - 12 1/2%	Buffalo Oil Co.	None	Buffalo - 87 1/2%

Tract No	Description	No. of Acres	State Serial Number And Effective Date of Lease	Landowner and Percent of Royalty	Record Owner of y Lease or Application	Name and Percent of Overriding Royalty	Working Interest And Percent
	State Lands						
	(100 D 25 D						
17	<u>T19S-R25E</u> Sec. 36: N/2 NW/4, SW/4	240.00	B-8885-15 11-20-40 (Extended 4 yrs. from 11-20-50)	State - 12 1/2%	Erle B. Woodworth	None	Erle B. Woodworth - 87 1/2%
	T20S-R25E						
18	Sec. 2: Lot 2	40.20	B-9155 5-26-41 (HBP)	State - 12 1/2%	Great Western Drilling Company	None	Great Western Drilling Company - 87 1/2%
19	Sec. 2: NE/4 NE/4, SW/4 NW/4, N/2 NW/4, NW/4 SW/4	200.00	E-2862 8-10-49	State - 12 1/2%	Wilson Oil Company	None	Wilson Oil Co 87 1/2%
20	Sec. 2: SE/4 NW/4	40.00	E-5372 7-10-51	State - 12 1/2%	Gulf Oil Corporation	None	Gulf - 87 1/2%
	T19S-R25E						
21	Sec. 33: NE/4, N/2 NW/4	240.00	E-951 8-10-46	State - 12 1/2%	Gulf Oil Corporation	None	Gulf - 87 1/2%
22	Sec. 33: SE/4 NW/4	40.00	E-737-4 2-11-46	State - 12 1/2%	Malco	A. N. Etz and Wife Bonnie R Etz - 3%	Malco - 42 1/4% Stanolind - 42 1/4%

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Tract No.	Description	No. of Acres	State Serial Number And Effective Date of Lease	Landowner and Percent of Royalty	Record Owner of Lease or Application	Name and Percent of Overriding Royalty	Working Interest And Percent
	State Lands						
23	T19S-R25E Sec. 28: S/2 SW/4 Sec. 29: S/2 SE/4 Sec. 32: NW/4 NE/4	2.10.00	E - 5006 2 - 10 - 51	State - 12 1/2%	Malco	None	Malco - 43 3/4% Stanolind 43 3/4%
	$\frac{\text{T20S-R25E}}{\text{Sec.} \ 2: \ SW/4 \ NE/4}$						
	Total State Lands 1,60	0.20 acres	or 21.26% of Un	iit Area.			

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Tract No.	Description	No. of Acres	Expiration Date of Lease	Landowner and Record Owner of Percent of Royalty Lease or Applicatio	Name and Percent of n Overriding Royalty	Working Interest And Percent
	Patented Lands					
2.4	T20S-R25E Sec. 11: NW/4, SW/4 NE/4	200.00	6-2259	Ella Anderson, Stanolind Wallace A. Ander- son, Mary Jose- phine Aho, Catherine Austin Duncan, Dorthy Hazel Woodson and Wm. A. Connolly -	None	Stanolind 87 1/2%
25A	Sec. 2: $SE/4$ NE/4,	80.00	6-7-59	12. 1/2% Alex McGonagill, Stanolind	None	Stanolind - 87 1/2%
25B	NE/4 SW/4 Sec. 2: SE/4	160. 00	6-7-59	et ux, - 12 1/2% Ralph A. Shugart Stanolind and Wife - 6 1/4% U.S. Smelting, Refining and Mining Company - 6 1/4%	None	Stanolind - 87 1/2%
26	Sec. 2: SE/4 SW/4	40.00	10-29-59	Will P. Swope, Stanolind et ux - 12 1/2%	None	Stanolind - 87 1/2%
27A(1)	Sec. 10: NW/4 NE/4	40.00	9-25-54	Ella Anderson, Stanolind Wallace A. Ander- son, Mary J. Aho, Catherine A. Duncan, and Dorothy H. Woodson - 11. 45834%	Neil H. Wills - \$400 per acre or \$56,666.80 payable from 2% of produc- tion from interest leased.	Stanolind - 85 1/2 to 87 1/2%

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l'ract No	Description	No. of Acres	Expiration Date of Lease	Landowner and Record Owner of Percent of Royalty Lease or Application	Näme and Percent of Overriding Royalty	Working Interest And Percent
	Patented Lands	- *			· · ·	
	T20S-R25E					
27A(2)			92554	Wm. Anderson Stanolind Connolly - 1. 04166%	Neil H Wills - \$400 per acre or \$5, 332 payable from 2% of production from interest leased.	
7B(1)	Sec. 10: E/2 NE/4,* SW/4 NE/4, SE/4 NW/4	160.00	9-25-54	Ella Anderson, Stanolind Wallace A. Anderson, Mary J. Aho, Catherine	Malco - 3% of Production from Interest leased	Stanolind 84 1/2%
Ne/4		1/2% Roya Lee Vand ticipating)	lägriff	A. Duncan, and Dorothy H. Woodson - 11. 45834%		
7B(2)			9-25-54	William Anderson Connolly - 1.04166%	Malco - 3% of production from interest leased	
3	T19S-R25E Sec. 26: 26 acres out of the E/2 NW/4	26.00	7-26-59	Malco Refineries Stanolind Inc 12 1/2% (R. T. Badger, et al, own 1/16 of 12 1/2% Royalty Non- Participating)	Malco - 3%	Stanolind - 84 1/2
				Participating)		
	T20S-R25E					
	Sec. 4: S/2 SW/4, W/2 SW/4 SE/	100.00 4	10-4-54	Miles R. Choate Stanolind and Elizabeth M. Choate - 12 1/2%	Malco - 3%	Stanolind - 84 1/2

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Contraction Contractor

Tract No	Description	Nosof Acres	Expiration Date of Lease	Landowner and Percent of Royalty	Record Owner of Lease or Application	Name and Percent of Overriding Royalty	Working Interest And Percent
	Patented Lands						
30	T20S-R25E Sec. 4: Lots 2,3,4, SW/4 NE/4	161. 30	6-13-59	Nettic Ebert Holstun - 12 1/2%	Stanolind	None	Stanolind - 87 1/2°
31(1)	$\frac{\text{T19S-R25E}}{\text{Sec. 28: SE}/4}$	160.00	10-25-50	Mrs. Amy Bond - 6 1/4%	Stanolind	None	Stanolind - 43 3/4
31(2)			1-16-56	Catherine Williams, Robert Edgar Williams Elizabeth Ann Williams, John Findley Williams, Barbara Jane Williams - 6 1/4%	Stanolind	None	Malco - 21 7/8% Stanclind - 21 7/89
32	Sec. 26: SW/4 NW/4 W/2 SE/4 N and that pa N/2 NW/4 I South of Sev Rivers	W/4, rt of ying	4-28-54	Pink Scott - 12 1/2%	Malco	None	Malco - 87 1/2%
33(1)	Sec. 27: N/2 SW/4	80.00	8-15-55	A. H. Schrock and wife Georgia Schrock, Esther Schrock Webb and husband, Fred E. Webb, Wm. J. Wey John S. Schrock an Majorie Schrock, I Schrock and wife B Schrock - 8.928589	d Wife W. ernice M.	None	Malco - 62 1/2%

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Tract No	Description	No. of Acres	Expiration Date of Lease	Landowner and Percent of Lease	Record Owner of Lease or Application	Name and Purcent of Overriding Royalty	Working Interest And Percent
<u></u>	Patented Lands T19S-R25E						
33(2)			6-24-57	Earl L. Gage Joseph M. Gage Betty Jean Gage Bułmer - 1. 785719	Stano)ind	None	Stanolind - 6 25% Malco - 6.25%
33(3)			Unleased	Martha Schrock Saylor (N.C.M.) - 14.2857i%			
34	Sec. 32: N/2 SW/4	80.00	9-14-54	Albert S. Foster - 12 1/2%	Malco	None	Malco - 87 1/2%
	T20S-R25E						
35(1)	Sec. 5: N/2 SE/4, SW/4 SE/4	120.00	9-8-54	M. E. Collier 3.125% Marshall & Winsto Inc 1.5625% Clarence Hinkle - 0.78125% R. R. Hinkle - 0.78125%	Malco on,	None	Malco - 87 1/2%
35(2)			1-15-55	New Mexico Osage Coop. Royalty - 4.6875%			
35(3)			1-15-55	May Patterson - 0. 78125%			
35(4)			10-18-55	Fred T. Hildt 0.5208333%			

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Tract No.	Description	No. of Acres	Expiration Date of Lease	Landowner and Percent of Royalty	Record Owner of y Lease or Application	Name and Percent of Overriding Royalty	Working Interest And Percent
	Patented Lands	···· · · ·					
35(5)	<u>T20S-R25E</u>		10-18-55	C. R. Nixon- 0.2604167			
36(1)	Sec. 4: SE/4 SE/4, E/2 SW/4 SE/4	60.00 1	2 - 15 - 56	May Ridley - 6.25%	Stanolind	None	Malco - 43 3/4% Stanolind - 43 3/4%
36(2)			2-15-56	Samuel Herrick - 6.25%			
37	<u>T19S-R25E</u> Sec. 27: NE/4	160.00	3 - 12 - 61	Lee R. Walker and wife Anna A. Walker - 12 1/2	Stanolind 2%	None	Malco - 43 3/4% Stanolind - 43 3/4%
38	T20S-R25E Sec. 5: Lots 1,2, SE/4 NE/4	120.45	3-27-61	Nettie Ebert Holstun - 12 1/2%	Stanolind	None	Malco - 43 3/4% Stanolind - 43 3/4%
39(1)	<u>T19S-R25E</u> Sec. 26: SE/4	160.00	5-3-56	Nola Hornbeck - 3.90625%	Stanolind	Nola Hornbeck - \$50 per net acre or \$2,500 payable out of 1/16 of 7/8 of production from interest leased.	Malco - 41.015625% to 43 3/4% Stanolind - 41.015625 to 43 3/4%
39(2)			5-3-56	Grace Knox Smith and husband Roy L. Smith - 8.59375%	Stanolind	Grace Knox Smith and husband Roy L. Smith - \$50 per net acre or \$5,500 payable out of 1/16 of 7/8 of production	n n

1/16 of 7/8 of product from interest leased.

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Revised SEP

Tract No.	Description	No of Acres	Expiration Date of Lease	Landowner and Record Owner of Percent of Royalty Lease or Application	Name and Percent of Overriding Royalty	Working Interest And Percent
40	Patented Lands T205-R25E Sec. 5: SW/4 NE/4	40. 00	Unleased	J S Covert - 100%		
41	T195-R25E Sec. 26: 45 14 acres out of the NW/4	45.14	Unleased	Henry H. Morris - 100%		

Total Patented Lands 2, 081.75 acres or 27.67% of Unit Area.

RECAPITULATION

Land	Acres	Percentage
Federal	3,812.36	51.07
State	1,600.20	21.26
Patented	2,081.75	27.67
Totals	7,524.31	100.00%
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IN THE MATTER OF THE APPLICATION OF STANOLIND OIL AND GAS COMPANY FOR THE APPROVAL OF THE LAKEWCOD UNIT AGREEMENT EMBRACING 7524. 11 ACRES OF LAND IN TOWNSHIPS 19 AND 20 SOUTH, RANGE 25 EAST, N. M. P. M., NEW MEXICO

The undersigned, Commissioner of Public Lands of the State of New Mexico, having considered the application of Stanolind Oil and Gas Company for approval of the Lakewood Unit Agreement covering lends in Eddy County, New Mexico, described in said Agreement, and the undersigned having considered the aforesaid application and the evidence offered by the Petitioner at the hearing before the Oil Conservation Commission on the 2.0 th day of May, 1952, FINDS:

1. That said Lakewood Unit Agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy.

2. That under the operation of the proposed Unit Agreement the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area affected.

3. That the Agreement is in other respects for the best interests of the State of New Mexico.

Said Agreement is hereby approved.

Dated July 11th, 1952, in Santa Fe, New Mexico.

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CERTIFICATE - DETERMINATION

Pursuant to the authority vested in the Secretary of the Interior, under the act approved February 25, 1920, 41 Stat. 437, 30 U.S.C. secs. 181 et seq., as amended by the act of August 8, 1946, 60 Stat. 950, and delegated to the Director of the Geological Survey pursuant to Departmental Order No. 2365 of October 8, 1947, 43 CFR sec. 4.611, 12 F. R. 6784, I do hereby:

A. Approve the attached agreement for the development and operation of the Lakewood Unit Area, State of New Mexico.

B. Certify and determine that the unit plan of development and operation contemplated in the attached agreement is necessary and advisable in the public interest for the purpose of more properly conserving the natural resources.

C. Certify and determine that the drilling, producing, rental, minimum royalty, and royalty requirements of all Federal leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of this agreement.

> SEP | 1 1952 Dated

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H.C.F. HICHOGRAPHICS

Acting Director, United States Geological Survey

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In order to reach hit the observative particulars which have indexed good consity development in other days will in this province, a hole about be drived to a darch sufficient to host the instalant formation of allurish age. In the following inbulation, we that the probable sequence of antisents to be expected and the approximate totekness of each formation or asrive:

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	80000	63801	60	57.01	
Conservavorian	Ragdalons	6710*	to	97651	
Ministerian	und thereithered a constance	111651	20	10,330*	
there are	i nazoralu	10,230'	t.c)	10,500*	

The shore entire on the land on the forestion concers encountered doing the deficing of the rushes of interal-norbe, dry hole locked in the southeast corner of lestern 24, formuli (21 South, Sense 24 South.

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to believe the sout favorable location for the above test is in the MAL SAL, which all, Township 19 South, Annue 25 Fast, and this lowethes in recommended. A doath of 10,500' should be sufficient to adequately test the Fuseelann furnation.

It is requested that the information contained herein and the science map attached, be kept in strict confidence.

unell farmer

Division Geologist Standlind Oll and Gay Company Fort Forth, Texas

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J. O. SETH A. K. MONTGOMERY OLIVER SETH WH. FEDERIC: JUSTIN T, REID SETH AND MONTGOMERY ATTORNEYS AND COUNSELORS AT LAW III SAN FRANCISCO ST SANTA FE, NEW MEXICO

March 31, 1952

Case 368

Oil Conservation Commission of the State of New Mexico Santa Fe, New Mexico

> Re: Lakewood Unit Eddy County, New Mexico

Gentlemen:

Please find enclosed herewith an Application for approval of the Lakewood Unit Agreement, Eddy County, New Mexico. We have heretofore furnished your office a copy of the proposed Unit Agreement with an attached Geological Memorandum.

It would be appreciated if this matter could be set down for hearing at the May hearing date.

Very truly yours,

Cliver Sett

OS/mfl Enclosures

BEFORE THE OIL CONSERVATION COMMISSION

OF THE STATE OF NEW MEXICO

IN THE MATTER OF THE APPLICATION OF STANOLIND OIL AND GAS COMPANY FOR THE APPROVAL OF THE LAKEWOOD UNIT AGREE-MENT, EMBRACING 7521.75 ACRES, MORE OR LESS, LOCATED IN TOWNSHIP 19 SOUTH, RANGE 25 EAST, AND TOWNSHIP 20 SOUTH, RANGE 25 EAST, N.M.P.M., EDDY COUNTY, NEW MEXICO

CASE NO. 368

APPLICATION

An application is hereby made by Stanolind Oil and Gas Company, a corporation, for approval by the Oil Conservation Commission, of a unit agreement entitled "Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico", the said agreement having been entered into between the applicant horein as the Unit Operator and certain working interest owners and royalty owners as have, or may hereafter, subscribe to or consent to the agreement.

The Lakewood Unit Area embraces the following described lands located in Eddy County, New Mexico, to-wit:

> Township 19 South, Range 25 East, N.M.P.M. Sec. 25, SW1; Sec. 26, HW1; S1; Sec. 27, NET; S1; Sec. 27, NET; S1; Sec. 29, SE1; Sec. 32 to 35, inclusive, all; Sec. 36, W1.
> Township 20 South, Range 25 East, N.M.P.M. Secs. 2 to 4, inclusive, all; Sec. 5, E1; Sec. 9, NET; Sec. 10, NET; Sec. 11, NET;

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Total Unit Area embraces 7,521.75 acres, more or less.

At the hearing hereinafter requested, the requisite number of signed copies of the unit agreement will be submitted for approval, and it is requested that the same be returned to the applicant in order that it may file the necessary counterparts thereof with the Department of the Interior of the United States for the purpose of obtaining final approval of the agreement by the Secretary of the Interior. After approval of the agreement by the Secretary of the Interior a complete and signed copy of the unit agreement will be filed in the Office of the Commissioner of Public Lands of the State of New Mexico. An unsigned copy of the unit agreement has already been filed in the office of the Gommission for a temporary record pending the receipt of the final completed copy.

The form of unit agreement has previously been considered by the Commissioner of Public Lands. Geological evidence concerning the structure affected by this unitization will be submitted to the Commissioner of Public Lands and at the hearing hereinafter requested.

With reference to the lands embraced in this unit, there is attached to the unsigned copy of the unit agreement hereinafter filed a map of the unit area on which is shown the ownership of the various lands embraced in the said unit. The applicant is continuing efforts to obtain commitments to the unit agreement from those owners of interests who have not yet joined, and a full showing of the commitments will be made at the time of the hearing hereinafter requested.

Within six (6) months after the date the unit agreement becomes effective the unit operator is obligated to commence drilling operations on an adequate test well. Should commercial production be discovered, the unitized operation will assure an owderly development program based on structural position and will enable productive operations to be conducted in accordance with the best over-all reservoir practices. Development and operation will be conducted in accordance with the plans having the joint approval of Federal and State authorities. Under this agreement the State of New Mexico will receive its fair share of the oil and gas and this will be allocated to it on an acreage basis in any and all participating areas that may be established. This unit agreement is in all respects to the best interests of the State of New Mexico and tends to eliminate waste and promote conservation of oil and gas.

The unit agreement makes express provision that additional parties may join and subject their interests to the said agreement after its final approval.

The Commission is respectfully requested to set this matter and application down for hearing and following said hearing to give its approval to the unit agreement.

Respectfully submitted this 31st day of March, 1952.

STANOLIND OIL AND GAS COMPANY

Its Agent and Attorney

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BEFORE THE OIL CONSERVATION COMMISSION

OF THE STATE OF NEW MEXICO

IN THE MATTER OF THE APPLICATION OF STANOLIND OIL AND GAS COMPANY FOR THE APPROVAL OF THE LAKEWOOD UNIT AGREE-MENT: EMBRACING 7521.75 ACRES, MORE OK LESS, LOCATED IN TOWNSHIP 19 SOUTH, RANGE 25 EAST, AND TOWNSHIP 20 SOUTH, RANGE 25 EAST, N.M.P.M., EDDY COUNTY, NEW MEXICO

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The Lakewood Unit Area embraces the following described lands located in Eddy County, New Mexico, to-wit:

> Township 19 South, Range 25 East, N.M.P.M. Sec. 25, SW2; Sec. 26, NW4; S2; Sec. 27, NE4; S2; Sec. 28, S2; Sec. 29, SE4; Sec. 32 to 35, inclusive, all; Sec. 36, W2. Township 20 South, Range 25 East, N.M.P.M. Secs. 2 to 4, inclusive, all; Sec. 5, E4; Sec. 10, Ne; Sec. 11, Ne;

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The unit agreement makes express provision that additional parties may join and subject their interests to the said agreement ofter its final approval.

The Commission is respectfully requested to set this matter and application down for hearing and following said hearing to give its approval to the unit agreement.

Respectfully submitted this 31st day of March, 1952.

STANOLIND OIL AND GAS COMPANY

Its Agent and Attorney

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