Case No.

73

Application, Transcript,
Small Exhibits, Etc.

CASE 73 COMANCHE UNIT

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 CONSIDERING:

CASE NO. 73

ORDER NO. 648

THE APPLICATION OF THE RICHFIELD OIL COOPERATION FOR AN ORDER OF APPROVAL OF THE UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE COMANCHE AREA WITHIN T. 10S, R. 25E, and T. 11S, R. 25E, AND T. 10S, R. 26E, AND T. 11S, R. 26E, AND T. 11S, R. 27E, N.M.P.M., CONSTITUTING A COMPACT UNIT AREA OF 16,901.14 ACRES, CHAVES COUNTY, NEW MEXICO.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at ten o'clock A. M. May 8, 1946 at Santa Fe, New Mexico before the Oil Conservation Commission of New Mexico, hereinafter referred to as the "Commission".

NOW, on this 8th day of May, 1946, the Commission having before it for consideration the testimony adduced at the hearing of said case and being fully advised in the premises;

IT IS THEREFORE ORDERED that:

The Order herein shall be known as:

"COMANCHE UNIT AGREEMENT ORDER"

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

(b). That the plan by which the Project shall be operated shall be embraced in the form of unit agreement designated as "Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico", annexed to petitioner's petition as Exhibit A, and such plan shall be known as the Comanche Unit Agreement Plan.

SECTION 2. That the Comanche Unit Agreement plan shall be and is hereby approved.

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

New Mexico Principal Meridian, Chaves County, New Mexico:
T. 10S, R. 25E, Sec. 36, S½SE¼;
T. 11S, R. 25E, Sec. 1, all;
Sec. 2, E½SE¼;
Sec. 11, E½E½;
Secs. 12 and 13;
Sec. 14, E½E½;
Sec. 23, E½NE¼;
Sec. 24, all
Sec. 25, NW¼, NE¼NW¼, NE¼SE¼.

T. 10S, R. 26E, Sec. 31, lots 3, 4, E½SW¼, SE¼;
Sec. 32, S½;
Sec. 33, S½;
Sec. 34, S½S½;
Sec. 35, SW¼SW¼.

T. 11S, R. 26E, (fractional) Sec. 1, Lots 1, 2, 3, 4, S½;
Sec. 2, Lots 5, 6, 7, 8, S½;
Sec. 3, Lots 1, 2, 3, 4, S½;
Sec. 4, Lots 1, 2, 3, 4, 5, SE¼;
Sec. 9, Lots 1, 2, 3, 4, E½;
Secs. 10 to 14, inclusive;
Sec. 15, all;
Sec. 16, Lots 1, 2, 3, 4, E½;
Sec. 21, Lots 1, 2, 3, 4, E½;
Secs. 22, 23, 24;
Sec. 25, N½, SW¼;
Secs. 26 and 27;
Sec. 28, Lots 1, 2, 3, 4, E½;
Sec. 33, Lots 1, 2, NE¼;
Sec. 34, N½, N½S½;
Sec. 35, N½, N½SW¼.

T. 11S, R. 27E, Sec. 6, Lots 1 to 6, inclusive, E½SW¼, SE¼;
Sec. 7, Lots 1, 2, 3, 4, NE¼; E½W½;
Sec. 18, Lots 1, 2, 3, 4, E½W½;
Sec. 19, Lots 1, 2, 3, 4.

(b) The Unit Area may be enlarged or diminished as provided in said plan.

SECTION 4. The Unit Operator shall file with the Commission an executed original, or executed counterparts thereof, of the Comanche Unit Agreement not later than 30 days after the effective date thereof.

SECTION 5. 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 party thereto by subscribing to such Agreement or a counterpart thereof. The Unit Operator shall file with the Commission within 30 days an original of any such counterpart.

SECTION 6. The order herein shall become effective on the first day of the calendar month next following the approval of the Commissioner of Public Lands and the Secretary of the Interior 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 as of the day and year hereinabove designated.

OIL CONSERVATION COMMISSION

John J. Dempsey

John J. Dempsey, Chairman

John E. Miles

John E. Miles, Member

R. R. Spurrier

R. R. Spurrier, Secretary

BEFORE THE OIL CONSERVATION COMMISSION
OF THE STATE OF NEW MEXICO

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(b). That the plan by which the Project shall be operated shall be embraced in the form of unit agreement designated as "Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico", annexed to petitioner's petition as Exhibit A, and such plan shall be known as the Comanche Unit Agreement Plan.

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New Mexico Principal Meridian, Chaves County, New Mexico:
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T. 11S, R. 25E, Sec. 1, all;
Sec. 2, E½SE¼;
Sec. 11, E½E½;
Secs. 12 and 13;
Sec. 14, E½E½;
Sec. 23, E½NE¼;
Sec. 24, all
Sec. 25, NE¼, NE¼NW¼, NE¼SE¼.

T. 10S, R. 26E, Sec. 31, lots 3, 4, E½SW¼, SE¼;
Sec. 32, S½;
Sec. 33, S½;
Sec. 34, S½S½;
Sec. 35, SW¼SW¼.

T. 11S, R. 26E, (fractional) Sec. 1, Lots 1, 2, 3, 4, S½;
Sec. 2, Lots 5, 6, 7, 8, S½;
Sec. 3, Lots 1, 2, 3, 4, S½;
Sec. 4, Lots 1, 2, 3, 4, 5, SE¼;
Sec. 9, Lots 1, 2, 3, 4, E½;
Secs. 10 to 14, inclusive;
Sec. 15, all;
Sec. 16, Lots 1, 2, 3, 4, E½;
Sec. 21, Lots 1, 2, 3, 4, E½;
Secs. 22, 23, 24;
Sec. 25, N½, SW¼;
Secs. 26 and 27;
Sec. 28, Lots 1, 2, 3, 4, E½;
Sec. 33, Lots 1, 2, NE¼;
Sec. 34, N½, N½S½;
Sec. 35, N½, N½SW¼.

T. 11S, R. 27E, Sec. 6, Lots 1 to 6, inclusive, E½SW¼, SE¼;
Sec. 7, Lots 1, 2, 3, 4, NE¼; E½W½;
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Sec. 19, Lots 1, 2, 3, 4.

(b) The Unit Area may be enlarged or diminished as provided in said plan.

SECTION 4. The Unit Operator shall file with the Commission an executed original, or executed counterparts thereof, of the Comanche Unit Agreement not later than 30 days after the effective date thereof.

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SECTION 6. The order herein shall become effective on the first day of the calendar month next following the approval of the Commissioner of Public Lands and the Secretary of the Interior 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 as of the day and year hereinabove designated.

OIL CONSERVATION COMMISSION

John J. Dempsey, Chairman

John E. Miles, Member

R. R. Spurrier, Secretary

NOTICE OF PUBLICATION
STATE OF NEW MEXICO
OIL CONSERVATION COMMISSION

The Oil Conservation Commission, as provided by law, hereby gives notice of the following hearing to be held at Santa Fe, New Mexico at 10:00 A. M., May 8, 1946:

Case 73.

In the matter of the application of the Richfield Oil Corporation for an order of approval of the unit agreement for the development and operation of the Comanche Area within T. 10S, R. 25E, and T. 11S, R. 25E, and T. 10S, R. 26E, and T. 11S, R. 26E, and T. 11S, R. 27E, N. M. P. M., constituting a compact unit area of 16,901.14 acres, Chaves County, New Mexico.

Given under the seal of said Commission at Santa Fe, New Mexico on April 22, 1946.

OIL CONSERVATION COMMISSION

By: R. R. Spurrier

R. R. Spurrier, Secretary

SEAL

AFFIDAVIT OF PUBLICATION

County of Chaves
State of New Mexico, }

I, Thomas G. Summers

Publisher

Of the Roswell Daily Record, a daily newspaper published at Roswell, New Mexico, do solemnly swear that the clipping attached hereto was published once a week in the regular and entire issue of said paper, and not in a supplement thereof for a period of

One weeks,

beginning with the issue dated

26 April, 1946

and ending with the issue dated

26 April, 1946

Thomas G. Summers
Publisher.

Sworn and subscribed to before me

this 3 day of

May, 1946

Marie M. Summers
Notary Public.

My commission expires

Mar. 9, 1948
(Seal)

Run April 26

NOTICE OF PUBLICATION

State of New Mexico
Oil Conservation Commission

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Case 73.

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Given under the seal of said Commission at Santa Fe, New Mexico, on April 22, 1946.

Oil Conservation Commission
(Seal) By: R. R. Spurrier,
Secretary.

LAW OFFICES
HERVEY, DOW & HINKLE
ROSWELL, NEW MEXICO

J. M. HERVEY
HIRAM M. DOW
CLARENCE E. HINKLE
W. E. BONDURANT, JR.
GEORGE H. HUNKER, JR.

WILLIAM C. SCHAUER

November 2, 1950

Mr. R. R. Spurrier, Secretary
New Mexico Oil Conservation Commission
Santa Fe, New Mexico

Dear Mr. Spurrier:

We enclose for your information copy of letter of the Director of the United States Geological Survey granting an extension of the time within which to commence further drilling operations in connection with the Comanche Unit Area, Chaves County, New Mexico, Unit-Sec. No. 452, the extension being until April 15, 1951. A similar extension has been granted by the Commissioner of Public Lands.

Yours very truly,

HERVEY, DOW & HINKLE

By [signature]

CEH:psl
Enclosure

CARBON

LAW OFFICES
HERVEY, DOW & HINKLE
ROSWELL, NEW MEXICO

J. M. HERVEY
HIRAM M. DOW
CLARENCE E. HINKLE
W. E. BONDURANT, JR.
GEORGE H. HUNKER, JR.

WILLIAM C. SCHAUER

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
Washington 25, D. C.

OCT 27 1950

Buffalo Oil Company
808 Gulf States Building
Dallas, Texas

Gentlemen:

On October 19, 1950, Acting Director of the United States Geological Survey, Thomas B. Nolan, approved the application filed by your company as unit operator requesting extension of time within which to commence drilling the fourth test well for the Comanche unit area, Chaves County, New Mexico, I-Sec. No. 452, approved October 10, 1946. The approved extension is for a period of time expiring April 15, 1951.

Enclosed are two approved copies of the application for your record. It is assumed that you will furnish the State of New Mexico, or any other interested principal, with whatever evidence of this approval deemed appropriate.

Very truly yours,

/s/ H. J. Duncan

H. J. Duncan
For the Director

Enclosures

C O P Y

case 13

OCT 3 - 1950

October 2, 1950

COPY

Buffalo Oil Company
Gulf States Building
Dallas, Texas

Attention: Mr. Sam Cooper

Dear Sirs:

Re: Extension I- Sec - No. 452

I have examined the application of Buffalo Oil Company for extension of the above captioned Unit and hereby approve the requested extension for a period of time of six months from and after October 15, 1950, provided however a like extension is likewise approved by the proper officials of the Department of Interior.

Very truly yours,

Guy Shepard

GUY SHEPARD
Commissioner of Public Lands

cc: Mr. W. E. Scott, Buffalo Oil Co, Artesia, New Mexico
U. S. G. S., Roswell, New Mexico
Oil Conservation Commission, Santa Fe, New Mexico

STATE LAND OFFICE
Santa Fe, New Mexico

April 5, 1950

Buffalo Oil Company
Dallas, Texas

Attention of Mr. F. E. Simms

In Re: Comanche Unit
Chaves County, N.M.

Gentlemen:

This office is in receipt of a copy of application to the Secretary of the Interior, Washington, D. C. executed March 15, 1950 by the Buffalo Oil Company, successor unit operator of the Comanche Unit Agreement, (I-Sec. 452), Chaves County, New Mexico, for extension of time. This office will consider the copy as an application in order to expedite the matter of extending the time under the provisions of the original agreement for commencement of drilling operations.

The undersigned hereby consents to the extension of time of six months from and after April 15, 1950 within which the unit operator may commence their drilling operations under the terms of said Comanche Unit Agreement; provided, however, similar authorization for extension is granted by the Director of the U. S. Geological Survey, Department of the Interior.

Very truly yours,

Guy Shepard

GUY SHEPARD
Commissioner of Public Lands

BUFFALO OIL COMPANY

A MARYLAND CORPORATION
GULF STATES BUILDING

DALLAS, TEXAS

July 26, 1949

Amendment and Supplement
to Comanche Unit Agreement

Case 73

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

Gentlemen:

We enclose, for your records, complete copy, in two counterparts of "Amendment and Supplement to Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, I-Sec. 452"

The amendment has been approved by Julian D. Sears, Acting Director of the U.S.G.S., and by Guy Shepard, Commissioner of Public Lands, State of New Mexico.

Very truly yours,

BUFFALO OIL COMPANY

F. W. Simms

FWS/s
cc-Mr. Clarence E. Hinkle
Mr. Wilton E. Scott

CARBON

LAW OFFICES
HERVEY, DOW & HINKLE
ROSWELL, NEW MEXICO

J. M. HERVEY
HIRAM M. DOW
CLARENCE E. HINKLE
W. E. BONDURANT, JR.

GEORGE H. HUNKER, JR.

May 13, 1949

Mr. Guy Shepard
Commissioner of Public Lands
State Land Office
Santa Fe, New Mexico

Re: Comanche Unit Area, Chaves County, New Mexico

Dear Mr. Shepard:

We enclose herewith for your information and files approved copies of the designation of the Buffalo Oil Company as unit operator under the Comanche unit agreement, Chaves County, and application for extension of time extending the time in which to commence further drilling operations until September 21, 1949.

Yours very truly,

HERVEY, DOW & HINKLE

By Clarence E. Hinkle

CEH:rh
nc.

cc: F. H. Jacobson, Buffalo Oil Co., Dallas, Texas.
T. J. Arnold, American Republics Corp., Houston, Tex.
W. R. Scott, Buffalo Oil Co., Artesia, N. M.
Dick Sparrier, N. M. Oil Conservation Comm., Santa Fe, N.M.

STATE LAND OFFICE
Santa Fe, New Mexico

March 2, 1949

Hervey, Dow & Hinkle
Attorneys at Law
Roswell, New Mexico

Attention of Mr. Clarence E. Hinkle

In Re: Comanche Unit Area
Chaves County
I-SEC. NO. 452

Gentlemen:

After having examined the application of Buffalo Oil Company, successor to the original unit operator, for an extension of time within which to commence further drilling operations under the provisions of the Comanche Unit in Chaves County, I conclude that such extension will be in the best interests of the State of New Mexico.

I therefore approve the same effective for six months from and after March 25, 1949. This approval of extension is conditioned, however, upon a like approval by the proper officials of the United States Department of Interior.

Very truly yours,

Guy Shepard

GUY SHEPARD
Commissioner of Public Lands

OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO

COPY

October 17, 1946

Mr. T. F. Rico
Richfield Oil Corporation
Richfield Building
Los Angeles, California

Re: Case 68 - Lake McMillan Unit Agreement, Eddy County
Re: Case 73 - Comanche Unit Agreement, Chaves County

Dear Mr. Rico:

This is to acknowledge the receipt of your letter of October 14 and the accompanying enclosures, the above two captioned executed and approved unit agreements. Each was today filed in its respective case file.

For the Commission I will state that a well commenced on unitized lands with respect to each unit agreement prior to November 1, 1946, will be treated to be a unit well under the respective unit agreement.

With kindest personal regards.

Very truly yours,

JOHN M. KELLY
DIRECTOR

Santa Fe, New Mexico

COPY

June 15, 1946

Mr. Gordon A. Goodwin, Attorney
Richfield Oil Corporation
Richfield Building
Los Angeles, California

Dear Gordon:

Re: Case No. 73, Order No. 648.

In reply to your letter of June 11 regarding the typographical error, the description employed in your petition was the description used in the order, which contains the typographical error mentioned. I have talked to Mr. Spurrier about the matter, and since the order has not been included in the book, the error is being corrected so as to conform with the description in the unit agreement, which is obviously the description intended.

Very truly yours,

Chief Clerk and Legal Adviser

CBL:mem

RICHFIELD OIL CORPORATION

RICHFIELD BUILDING • LOS ANGELES 13 • CALIFORNIA

June 11, 1946

New Mexico Oil Conservation Commission
Santa Fe, New Mexico

Attention: Mr. Carl B. Livingston
Chief Clerk and Legal Adviser

Dear Carl: In re: Case No. 73, Order No. 648

This will acknowledge receipt of copy of the above mentioned order approving the form of unit agreement for the development and operation of the Comanche Area.

In checking the description of the unit area as set forth in the order I find that there is a typographical error in the second line on the second page of the order in describing the property in section 2, T. 11 S., R. 26 E. The order reads: "Sec. 2, Lots 1, 2, 3, 4, S-1/2;" The description in the unit agreement for this section 2 reads: "Sec. 2, Lots 5, 6, 7, 8, S-1/2;". Obviously in typing the stenographer has duplicated the description for section 1 which appears in the line above the description for section 2. Will you kindly have the correction made in the original order and I will accordingly correct my copy.

Let me take this opportunity to thank you for your very kind consideration in advising me as to the procedure before the Commission. The fact that the Commission was in such a hurry that it did not take time to hear our testimony does not detract from the value of your suggestions because I will undoubtedly be back in Santa Fe again on another matter of this kind.

Very truly yours,

Gordon A. Goodwin

Gordon A. Goodwin,
Attorney

GAG:McM

STATE BUREAU OF MINES & MINERAL RESOURCES
Box 871
Santa Fe, New Mexico

JOHN M. KELLY
DIRECTOR

June 8, 1946

COPY

Mr. Gordon A. Goodwin
Richfield Oil Corporation
Richfield Building
Los Angeles, California

Dear Gordon:

Re: Case No. 73, Order No. 648

Enclosed please find copy of the above-captioned order.

Very truly yours,

Chief Clerk and Legal Adviser

CBL:mem
Encl

RICHFIELD OIL CORPORATION

RICHFIELD BUILDING • LOS ANGELES 13 • CALIFORNIA

April 25, 1946

Mr. Carl B. Livingston
Chief Clerk and
Legal Adviser
Oil Conservation Commission
Santa Fe, New Mexico

Dear Mr. Livingston:

Re: Case 73, in the matter of the application of the Richfield Oil Corporation for an order of approval of the unit agreement for the development and operation of the Comanche Area, Chaves County, New Mexico.

This will acknowledge receipt of your letter of April 22, 1946, re above mentioned matter.

I plan to attend the hearing set for May 8, 1946, at 10:00 a.m.

Very truly yours,

Gordon A. Goodwin

Gordon A. Goodwin
Attorney

GAG:McM

RICHFIELD OIL CORPORATION

RICHFIELD BUILDING • LOS ANGELES 13 • CALIFORNIA

April 24, 1946

Mr. Carl B. Livingston
Clerk and Legal Advisor
New Mexico Oil Conservation Commission
Santa Fe, New Mexico

Dear Mr. Livingston: Re: Richfield's Comanche Unit Agreement

I wish to thank you for calling my attention to the typographical error in my letter of April 18, 1946, in the use of the word "to" instead of the word "by". I am sorry that this error was overlooked in mailing the letter to you. You are entirely correct, the word should be "by". Will you kindly make the change in my said letter of April 18, 1946?

Kindest personal regards.

Yours very truly,

Gordon A. Goodwin

Gordon A. Goodwin,
Attorney

GAG:McM
cc: Mr. George Graham

STATE BUREAU OF MINES & MINERAL RESOURCES
Box 871
Santa Fe, New Mexico

JOHN M. KELLY
DIRECTOR

COPY

April 22, 1946

Mr. Gordon A. Goodwin, Attorney
Richfield Oil Corporation
Richfield Building
Los Angeles 13, California

Dear Mr. Goodwin:

Re: Richfield's Comanche Unit Agreement.

Reference is made to your letter of April 18, suggesting slight changes in the proposed Unit Agreement referred to in the caption. I see no objection to these, except possibly there is a typographical error in the sentence you desire to substitute for the last sentence in the second paragraph of Section 10. Please refer to line 6, the last two words "paid to". Did you not mean to say "paid by"? The latter would seem to be the sense of the sentence, since the holder would not be endeavoring to recover money paid to him, but would, no doubt, wish to recover money paid by him.

I have not as yet had the opportunity to confer with Mr. George Graham, but I am mailing him a copy of this letter.

Very truly yours,

Chief Clerk and Legal Adviser

CBL:mom

cc: George A. Graham

RICHFIELD OIL CORPORATION

RICHFIELD BUILDING • LOS ANGELES 13 • CALIFORNIA

April 18, 1946

Mr. Carl B. Livingston
Clerk and Legal Advisor
New Mexico Oil Conservation Commission
Santa Fe, New Mexico

Dear Mr. Livingston: In re: Proposed Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico

In drawing the private agreement between the Working Interest Owners we have found it necessary to make a slight change in the last sentence of the second paragraph of section 10 of the above mentioned unit agreement. Said sentence now reads as follows:

> "The holder of the interests in such lands so excluded shall neither be obligated to repay any benefits allocated to such excluded lands theretofore received, nor shall such holder be entitled to recover any part of the costs allocated to such excluded lands and theretofore paid by him."

We desire to change this sentence to read as follows:

> "The holder of the interests in such lands so excluded shall not be obligated to repay any benefits allocated to such lands theretofore received, nor shall such holder be entitled to recover any part of the costs allocated to such excluded lands and theretofore paid ~~to~~ by him, except any excess of costs so paid over benefits so received."

As you will note, this change affects only the Working Interest Owners and in effect the sentence, as amended, provides that if the costs paid by the Working Interest Owner exceed the benefits received by him at the time his lands are excluded because they are regarded as reasonably proved not to be capable of producing unitized substances in paying quantities, then he may recover from the Unit Operator the excess of costs paid over benefits received.

The provision as originally written was contained in the Lake McMillan unit agreement wherein the private agreement was on a carried interest basis. The Comanche private agreement will be on a joint contribution basis and we feel that unless the amendment above suggested is made no Working Interest Owner will pay any costs of operations to the Unit Operator in excess of benefits he has received. I am sorry that this necessary change was not brought to your attention at the time I was in Santa Fe, but it was overlooked at the time.

Prior to the Secretary of the Interior approving the form of said unit agreement two additional changes were made therein by attorneys in the Solicitor's office at Washington of which I have not heretofore advised you. These two changes are as follows:

On page 20 of said unit agreement, in line 8 thereof, after the word "substances" the Solicitor inserted the following:

"allocated to any federal lease during any year".

On page 24 of said unit agreement, in line 6 thereof, after the words "owners of" there were inserted the words "not less than".

Both of these changes affect only the relationship between federal lessees and the Secretary of the Interior and do not in any way affect the State of New Mexico or its interests in the unit agreement, so there should be no objection on your part to the last two changes above mentioned.

I will appreciate your advising me by wire collect if these changes above mentioned in the Comanche unit agreement meet with your approval. If you approve, identical changes will also be made in the proposed Worman Lake unit agreement.

Kindest personal regards.

Very truly yours,

Gordon A. Goodwin

Gordon A. Goodwin,
Attorney

GAG:McM
AIR MAIL

The provision as originally written was contained in the Lake McMillan unit agreement wherein the private agreement was on a carried interest basis. The Comanche private agreement will be on a joint contribution basis and we feel that unless the amendment above suggested is made no Working Interest Owner will pay any costs of operations to the Unit Operator in excess of benefits he has received. I am sorry that this necessary change was not brought to your attention at the time I was in Santa Fe, but it was overlooked at the time.

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Kindest personal regards.

Very truly yours,

Gordon A. Goodwin

Gordon A. Goodwin,
Attorney

GAG:McM
AIR MAIL

STATE BUREAU OF MINES & MINERAL RESOURCES
Box 871
Santa Fe, New Mexico

JOHN M. KELLY
DIRECTOR

COPY

April 28, 1946

Roswell Daily Record
Roswell, New Mexico

Gentlemen:

Re: Case 73 - Notice for Publication

Please publish the enclosed notice once, immediately. Please proof read the notice carefully and send a copy of the paper carrying such notice.

UPON COMPLETION OF THE PUBLICATION, PLEASE SEND PUBLISHER'S AFFIDAVIT.

For payment please submit statement in duplicate accompanied by voucher executed in duplicate. The vouchers must be signed by a notary in the space provided on the back of the voucher. The necessary blanks are enclosed.

Very truly yours,

Chief Clerk and Legal Adviser

CBL:mem
Encl

STATE BUREAU OF MINES & MINERAL RESOURCES
Box 871
Santa Fe, New Mexico

JOHN M. KELLY
DIRECTOR

COPY

April 23, 1946

The Santa Fe New Mexican
Santa Fe
New Mexico

Gentlemen:

Re: Notice for Publication
Cases Nos. 72, 73, 74, and 75

Please publish the enclosed notice once, immediately. Please proof read the notice carefully and send a copy of the paper carrying such notice.

UPON COMPLETION OF THE PUBLICATION, PLEASE SEND PUBLISHER'S AFFIDAVIT.

For payment please submit statement in duplicate accompanied by voucher executed in duplicate. The vouchers must be signed by a notary in the space provided on the back of the voucher. The necessary blanks are enclosed.

Very truly yours,

Chief Clerk and Legal Adviser

CBL:mam
Encls

STATE BUREAU OF MINES & MINERAL RESOURCES
Box 871
Santa Fe, New Mexico

JOHN M. KELLY
DIRECTOR

COPY

April 23, 1946

Honorable Glenn Staley
Proration Office
Hobbs, New Mexico

Dear Glenn:

Re: Notice of Publication
Cases Nos. 72, 73, 74, and 75

Enclosed please find notice of the above-captioned hearings, which notice is self-explanatory.

Please indicate that you have received this notice.

With kindest personal regards.

Very truly yours,

Chief Clerk and Legal Adviser

CBL:mem
Encl

STATE BUREAU OF MINES & MINERAL RESOURCES

Box 871

Santa Fe, New Mexico

JOHN M. KELLY
DIRECTOR

COPY

April 22, 1946

Gordon A. Goodwin, Esq.
Richfield Oil Corporation
Richfield Building
Los Angeles 13, California

Dear Gordon:

Re: Case 73, in the matter of the application of the Richfield Oil Corporation for an order of approval of the unit agreement for the development and operation of the Comanche Area, Chaves County, New Mexico.

The above-captioned case is set for hearing at Santa Fe, New Mexico May 8, 1946 at 10:00 A. M.

Please indicate that you have received this notice.

Very truly yours,

Chief Clerk and Legal Adviser

CBL:mem

cc: Tom Rico

RICHFIELD OIL CORPORATION

RICHFIELD BUILDING • LOS ANGELES 13 • CALIFORNIA

April 12, 1946

New Mexico Oil Conservation Commission
Santa Fe, New Mexico.

Attention: Carl B. Livingston
Clerk and Legal Advisor

Dear Sir: In re: Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico.

I am forwarding you herewith three executed copies of Richfield Oil Corporation's petition to the New Mexico Oil Conservation Commission for the approval of the above-mentioned unit agreement. I will greatly appreciate your filing the same with said Commission and placing the matter upon the calendar for hearing as soon as possible after the publication of notice as required by law. I will also appreciate your notifying me of the time of the hearing so that I may attend.

There is also enclosed a geological report concerning said unit area for the information and use of the Commission. We have, however, requested that the geological report be held confidential by the Commission if this can be done, inasmuch as we do not care to have the geology on this area a matter of public record at this time.

The form of private agreement to be entered into between the Working Interest Owners in this matter has not yet been completed but I will have a copy of the private agreement to file with the Commission for reference purposes at the time of the hearing.

It is very important to us that this matter be heard at the earliest possible date.

Very truly yours,

Gordon A. Goodwin

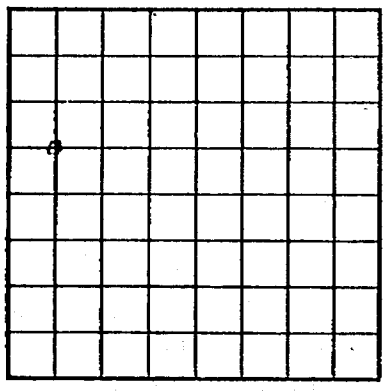
Gordon A. Goodwin
Attorney

GAG:McM
encl.

Budget Bureau No. 42-R355.
Approval expires 11-30-48.

Form 9-330

U. S. LAND OFFICE Las Cruces
SERIAL NUMBER 063855
LEASE OR PERMIT TO PROSPECT E



LOCATE WELL CORRECTLY

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

LOG OF OIL OR GAS WELL

Company Buffalo Oil Company Address Box 517, Artesia, N. Mex.
Lessor or Tract Comanche Unit Field Wildcat State New Mexico
Well No. 3 Sec. 26 T. 11S R. 26E Meridian NMPM County Chaves
Location 1980 ft. {N.} of No Line and 660 ft. {E.} of W. Line of Sec. 26 Elevation 3669
(Derrick floor relative to sea level)

The information given herewith is a complete and correct record of the well and all work done thereon so far as can be determined from all available records.

Signed H. Ellis

Date Oct. 20, 1949 Title Vice Pres.

The summary on this page is for the condition of the well at above date.

Commenced drilling July 17, 1949 Finished drilling Sept. 21, 1949

OIL OR GAS SANDS OR ZONES

(Denote gas by G)

No. 1, from 5938 to 5950 (Show of gas) No. 4, from to
No. 2, from to No. 5, from to
No. 3, from to No. 6, from to

IMPORTANT WATER SANDS

No. 1, from 5938 to 6118 Salt Water No. 3, from to
No. 2, from to No. 4, from to

CASING RECORD

Size casing	Weight per foot	Threads per inch	Make	Amount	Kind of shoe	Cut and pulled from	Perforated From—	Perforated To—	Purpose
16" OD	65#	8 rd	H-40	104	Guide				Surface
10-3/4"	32.75	8 rd	H-40	799	Float				Intermediate
"	40.5	"	"	148					
5-1/2 OD	17#	8 rd	J-55	6060	Float		See history		Producing

MUDDING AND CEMENTING RECORD

Size casing	Where set	Number sacks of cement	Method used	Mud gravity	Amount of mud used
16" OD	118'	93	Plug		
10-3/4	954	440	"		
5½" OD	6007	100	"		

PLUGS AND ADAPTERS

Heaving plug—Material ..... Length ..... Depth set .....

Adapters—Material ..... Size .....

SHOOTING RECORD

Size	Shell used	Explosive used	Quantity	Date	Depth shot	Depth cleaned out

TOOLS USED

Rotary tools were used from 0 feet to 6175 feet, and from ..... feet to ..... feet

Cable tools were used from ..... feet to ..... feet, and from ..... feet to ..... feet

DATES

..... 19.. Put to producing Dry hole, 19..

The production for the first 24 hours was ..... barrels of fluid of which ..... % was oil; ..... % emulsion; ..... % water; and ..... % sediment. Gravity, °Bé. .....

If gas well, cu. ft. per 24 hours ..... Gallons gasoline per 1,000 cu. ft. of gas .....

Rock pressure, lbs. per sq. in. .....

EMPLOYEES

Bruce Blain, Driller Joe Spurgeon, Driller

Bill Reed, Driller ....., Driller

FORMATION RECORD

FROM—	TO—	TOTAL FEET	FORMATION
0	890		Anhydrite & Shale
890	2015		Lime & anhydrite
2015	2162		Lime & Sand
2162	3314		Lime, Shale, and Anhydrite
3314	3842		Lime
3842	4024		Lime & Anhydrite
4024	4414		Lime
4414	4543		Red Shale
4543	5938		Lime & Shale
5938	6173		Dolomite and Lime
6173	6175		Granite

(OVER)

16—43991-1

FORMATION RECORD—Continued

FROM—	TO—	TOTAL FEET	FORMATION

HISTORY

After cementing 10-3/4" OD Casing at 954', drilling was resumed with a 9-7/8" hole to 5086' at which point hole was reduced to 8-3/4". At 5938' went in with 6-1/4" core bit and cored to 5943'. Recovered 3½' of porous dolomite. Drilled with 6¼" bit to 5950' and then ran drill stem test #1 from 5935-50. Tool was open 18 minutes. Gas came to surface in one minute. Gauged 3 million cu.ft per day of sweet gas. Flowing pressure was 560#, 18 min. shut-in pressure 2250 psi. Recovered 240' mud and salt water cut with gas and slight trace of distillate. Following coring was performed with 6-1/8" diamond bits. Took core #2, 5950-60, recovered 10' of porous dolomite. Ran DST #2, 5935-60. Tool open 43 min. Gas to surface in 4 min. Gauged 180 MCF/D of sweet gas. Recovered 90' mud, 822' of drilling fluid or salt water cut heavily with distillate and gas, and 182' of clear salt water. Min. flowing pressure 200 psi, final was 410 psi. 15 min. shut-in pressure 2310 psi. Took core #3, 5960-68 bleeding salt water and distillate. Took Core #4, 5968-94. Recovered 26½' dense dolomite with chert streaks and traces of good porosity. Bleeding distillate and salt water. Ran DST #3, 5971-94 tool open 1-3/4 hrs. Good blow throughout test. Recovered 372' mud and 3298' salt water. Maximum flowing pressure 1650 psi. 15 min. Shut-in pressure 2200 psi. Took Core #5, 5994-6003. Recovered 3'4" hard fractured dolomite and chert. Took Core #6, 6003-12, recovered 9' dolomite. Resumed drilling with 6¼" bit to 6061'. Ran 6-1/8" diamond bit. Took Core #7, 6061-67, recovered 6' dolomite. Ran DST #4, 6012-67. Tool open 45 min. Fair blow. Recovered 90' drilling mud and 180' salt water. Maximum flowing pressure 190 pso. 10 min. shut-in pressure 1420 psi. Took Core #8, 6067-95 recovered 28' hard dolomite. Took Core #9, 6095-6119, recovered 24' hard dolomite with few scattered pores, bleeding salt water and distillate. Took Core #10, 6119-22. Recovered 1'8" dense gray dolomite. Ran DST #5, 6081-6122, tool open 3 hrs., gas to surface in 29 min., strong blow. Recovered 217' mud and 186' salt water. Maximum flowing pressure 150 psi. 15 min. shut-in pressure 700 psi. Took Core #11, 6122-37, recovered 15' hard dolomite, bottom 6' showed florescense and bleeding oil from few tight fractures. Ran DST #6, 6120-37, tool open 1 hr. 40 min. Slight blow for 10 min. Recovered 15' mud, flowing pressure 0, 15 min. shut-in pressure 0. Took Core #12, 6137-53, recovered 16' dense dolomite with few scattered tight pores. Ran DST #7, 6136-53, tool open 3 hrs. slight blow, recovered 30' mud, flowing pressure 0, 15 min. shut-in pressure 0. Took Core #13, 6153-68, recovered 15' dolomite and sand. Took Core #14, 6168-75, recovered 7' sandy dolomite and 1½' of granite on bottom.

Spotted 16 sacks Aquagel on bottom then ran Schlumberger. Reamed from 5938 to 6008 with 7-3/8" bit. Ran 5½" casing at 6007' with 5 centralizers at following depths: 5869, 5899, 5924, 5964, and 5991. Cemented 5½" casing with 100 saks. Ran temperature survey and found top of cement behind 5½" casing at 5670'. Cleaned out to 5973. Ran Gamma Ray-Neutron Survey. Perforated 5½" casing from 5954-57 with 4 shots per foot. Set packer at 5937' to swab below. Swabbed dry and then recovered a small amount of salt water. Acidized perforations with 300 gallons mud acid of which 1/2 bbl. acid was sq ueezed through perforations. Acidizing pressure was 2300 psi. Swabbed hole dry and obtained no increase in fluid. Set Lane Wells bridge plug from 5947-51 and perforated 5½" casing from 5938-41 with 8 shots / ft. Set packer at 5920. After swabbing off load fluid to 3000, gas started showing and steadily increased while swabbing. Swabbed hole nearly dry. Swabbed approximately 22 hrs. at rate of about 2 bbls. salt water per hour. Considerable gas showed at each pull of swab, but died between pulls. Ran retrievable retainer at 5936' and squeezed below with 50 ~~xxxx~~ sacks. 12 sacks were pumped through perforations. Initial squeeze pressure 3300 psi and final pressure was 4200 psi. Next perforated 5½" casing from 5928-32 with 8 shots per ft. Found top of cement plug at 5937. Set packer at 5910'. Swabbed hole dry. No signs of oil, gas, or water. See Sundry Notice of abandonment for subsequent operations.

HISTORY OF OIL OR GAS WELL

It is of the greatest importance to have a complete history of the well. Please state in detail the dates of redrilling, together with the reasons for the work and its results. If there were any changes made in the casing, state fully, and if any casing was "sidetracked" or left in the well, give its size and location. If the well has been dynamited, give date, size, position, and number of shots. If plugs or bridges were put in to test for water, state kind of material used, position, and results of pumping or bailing.

Form 9-331 a
(March 1942)

Budget Bureau No. 42-R356.1.
Approval expires 11-30-49.

(SUBMIT IN TRIPLICATE)

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

Land Office Las Cruces
Lease No. 063855
Unit E

SUNDRY NOTICES AND REPORTS ON WELLS

NOTICE OF INTENTION TO DRILL		SUBSEQUENT REPORT OF WATER SHUT-OFF	
NOTICE OF INTENTION TO CHANGE PLANS		SUBSEQUENT REPORT OF SHOOTING OR ACIDIZING	
NOTICE OF INTENTION TO TEST WATER SHUT-OFF		SUBSEQUENT REPORT OF ALTERING CASING	
NOTICE OF INTENTION TO RE-DRILL OR REPAIR WELL		SUBSEQUENT REPORT OF REDRILLING OR REPAIR	
NOTICE OF INTENTION TO SHOOT OR ACIDIZE		SUBSEQUENT REPORT OF ABANDONMENT	X
NOTICE OF INTENTION TO PULL OR ALTER CASING		SUPPLEMENTARY WELL HISTORY	
NOTICE OF INTENTION TO ABANDON WELL			

(INDICATE ABOVE BY CHECK MARK NATURE OF REPORT, NOTICE, OR OTHER DATA)

Artesia, New Mex. Oct. 19, 1949

Comanche Unit
Well No. 3 is located 1980 ft. from {N/S} line and 660 ft. from {E/W} line of sec. 26

SW¼NW¼ Sec. 26 (¼ Sec. and Sec. No.) 11S (Twp.) 26E (Range) NMPM (Meridian)
Wildcat (Field) Chaves (County or Subdivision) New Mexico (State or Territory)

The elevation of the derrick floor above sea level is 3669 ft.

DETAILS OF WORK

(State names of and expected depths to objective sands; show sizes, weights, and lengths of proposed casings; indicate mudding jobs, cementing points, and all other important proposed work)

In accordance with verbal approval from Mr. P. T. McGrath, this well was abandoned and plugged as follows: Hole was filled with good, heavy mud, cement was spotted in 5½" casing from 5700 to 5625'. The 5½" casing was then shot off at 5615' and casing was pulled from hole. A 10' plug of cement was then placed inside of 10-3/4" casing at the surface. A 10' piece of 4" pipe was placed at the surface of hole and 4' was left sticking above ground. Plugging was completed on Oct. 15, 1949.

I understand that this plan of work must receive approval in writing by the Geological Survey before operations may be commenced.

Company BUFFALO OIL COMPANY

Address Box 517
ARTESIA, NEW MEXICO

By H. G. Weis
Title Vice Pres.

U. S. GOVERNMENT PRINTING OFFICE 16-8437-3

J. H. HERVEY
HIRAM M. DOW
CLARENCE E. HINKLE
W. E. BONDURANT, JR.
GEORGE H. HUNKER, JR.

ROSS MADOLE
WILLIAM C. SCHAUER

LAW OFFICES
HERVEY, DOW & HINKLE
ROSWELL, NEW MEXICO

August 23, 1951

AUG 27 1951

R. R. Spurrier, Executive Secretary
New Mexico Oil Conservation Commission
Santa Fe, New Mexico

Dear Mr. Spurrier:

We enclose herewith an approved copy of Certificate and Consent to Dissolution of the Unit Agreement for the Development and Operation of the Comanche Unit Area, Chaves County, New Mexico. You will note that this has been approved by the acting director of the U.S.G.S. and by the Commissioner of Public Lands, which finally dissolves the unit.

Yours very truly,

HERVEY, DOW & HINKLE

By

CEH:vb

Enc.

cc: Buffalo Oil Company
Gulf States Building
Dallas, Texas

American Republics Corporation
Houston, Texas

RECEIVED
STATE LAND OFFICE
MAY 14 9 44 AM '51
SANTA FE, N. M.

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
U. S. GEOLOGICAL SURVEY

CERTIFICATE AND CONSENT TO DISSOLUTION OF UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE COMANCHE UNIT AREA, CHAVES COUNTY, NEW MEXICO, I, Sec. No. 452

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on July 1, 1946, a certain agreement was made and entered into for the development and operation of the Comanche Unit Area, designated as I. Sec. No. 452, embracing the following described land situated in Chaves County, New Mexico, to-wit:

New Mexico Principal Meridian, New Mexico

T. 10 S., R. 25 E., sec. 36, S½SE¼.

T. 11 S., R. 25 E., sec. 1, all;
sec. 2, E½SE¼;
sec. 11, E½E½;
sec. 12, all;
sec. 13, all;
sec. 14, E½E½;
sec. 23, E½NE¼;
sec. 24, all;
sec. 25, NE¼, NE¼NW¼, NE¼SE¼.

T. 10 S., R. 26 E., sec. 31, lots 3, 4, E½SW¼, SE¼;
sec. 32, S½;
sec. 33, S½;
sec. 34, S½S½;
sec. 35, SW¼SW¼.

T. 11 S., R. 26 E., (fractional) sec. 1, lots 1, 2, 3, 4, S½;
sec. 2, lots 5, 6, 7, 8, S½;
sec. 3, lots 1, 2, 3, 4, S½;
sec. 4, lots 1, 2, 3, 4, 5, SE¼;
sec. 9, lots 1, 2, 3, 4, E½;
sec. 10, all;
sec. 11, all;
sec. 12, all;
sec. 13, all;
sec. 14, all;
sec. 15, all;
sec. 16, lots 1, 2, 3, 4, E½;
sec. 21, lots 1, 2, 3, 4, E½;
sec. 22, all;

T. 11 S., R. 26 E., (continued)
sec. 23, all;
sec. 24, all;
sec. 25, N½, SW¼;
sec. 26, all;
sec. 27, all;
sec. 28, lots 1, 2, 3, 4, E½;
sec. 33, lots 1, 2, NE¼;
sec. 34, N½, N½S½;
sec. 35, N½, N½SW¼.

T. 11 S., R. 27 E., sec. 6, lots 1, 2, 3, 4, 5, 6, E½SW¼, SE¼;
sec. 7, lots 1, 2, 3, 4, NE¼, E½W½;
sec. 18, lots 1, 2, 3, 4, E½W½;
sec. 19, lots 1, 2, 3, 4;

and

WHEREAS, said Unit Agreement was approved by the New Mexico Oil Conservation Commission on May 8, 1946, and by the Commissioner of Public Lands of the State of New Mexico on September 22, 1946, and by the Secretary of the Interior of the United States on October 10, 1946, and

WHEREAS, the Richfield Oil Corporation was originally designated as Unit Operator under the terms of said Unit Agreement and thereafter said Unit Operator resigned and the Buffalo Oil Company was designated as the new Unit Operator as provided by the terms of said Agreement, and

WHEREAS, said Unit Operators caused several test wells for oil and gas to be drilled upon portions of the lands embraced within the unit area, all of which failed to discover oil or gas in paying quantities, and that the time within which to commence further drilling operations under the terms of said Unit Agreement has been extended from time to time, the last extension being until April 15, 1951, and

WHEREAS, said Unit Operators have complied with all of the terms and conditions of said Unit Agreement and with all the regulations of the Secretary of the Interior with respect to the drilling and abandonment of the wells drilled within said unit area, and

WHEREAS, said Unit Agreement provides that the same may be terminated at any time by consent of the owners of not less than 75% on an acreage basis of working interests signatory thereto, with the approval of the Commissioner of Public Lands of the State of New Mexico and the Secretary of the Interior of the United States, and

WHEREAS, the undersigned parties being the owners of more than 75% of the working interests on an acreage basis of the oil and gas leases committed to said Unit Agreement are desirous of terminating the same as provided by the terms thereof.

NOW, THEREFORE, the undersigned parties hereto consent and agree to the dissolution and termination of the Unit Agreement for the development and operation of the Comanche Unit Area, Chaves County, New Mexico, I. Sec. No. 452 hereinabove referred to, subject to the approval of the Commissioner of Public Lands of the State of New Mexico and subject to the approval of the Secretary of the Interior of the United States.

IN WITNESS WHEREOF, this instrument is executed on this 3rd day of april, 1951.

BUFFALO OIL COMPANY

By J. M. Jackson Vice-President

Unit Operator

ATTEST:

J. H. Morris
Secretary

AMERICAN REPUBLICS CORPORATION

By R. L. Lyson
President

ATTEST:

Geo. C. Morgan
Asst. Secretary

DeKALB AGRICULTURAL ASSOCIATION, INC.

By G. S. Hyde
President

ATTEST:

Thos. H. Robertson
Secretary

Date Approved AUG 15 1951

Julian D. Sears
Acting Director, U. S. Geological Survey

The above and foregoing Certificate and Consent to Dissolution of Unit Agreement for the Development and Operation of the Comanche Unit Area, Chaves County, New Mexico, is hereby approved this 19th day of July, 1951.

Commissioner of Public Lands of the
State of New Mexico

The above and foregoing Certificate and Consent to Dissolution of Unit Agreement for the Development and Operation of the Comanche Unit Area, Chaves County, New Mexico, is hereby approved this _____ day of _____, 1951.

[redacted]
[redacted]
Director, U. S. Geological Survey

STATE OF TEXAS }
COUNTY OF DALLAS } SS

On this 3rd day of April, 1951, before me personally appeared F. M. JACOBSON to me personally known who being by me duly sworn, did say that he is the Vice President of BUFFALO OIL COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said F. M. JACOBSON acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this, the day and year last above written.

Dee Carr McLucas
Notary Public
DEE CARR McLUCAS
Notary Public, Dallas County, Texas.

My Commission Expires:

June 1, 1951.

STATE OF TEXAS }
COUNTY OF HARRIS } SS

On this 6th day of April, 1951, before me personally appeared A. K. TYSON to me personally known who being by me duly sworn did say that he is the XXX President of AMERICAN REPUBLICS CORPORATION and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said A. K. TYSON acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year last above written.

Myrtle M. Cruz
Notary Public
MYRTLE M. CRUZ
Notary Public, in and for Harris County, Texas

My Commission Expires:

June 1, 1951

STATE OF Illinois }
COUNTY OF DeKalb } SS

On this 28th day of April, 1951, before me personally appeared G. S. Hyde to me personally known who being by me duly sworn did say that he is the President of DE KALB AGRICULTURAL ASSOCIATION, INC., and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said G. S. Hyde acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year last above written.

Dorothy Farrell
Notary Public
DOROTHY FARRELL, Notary Public
[illegible]
My Commission Expires July 15, 1952

Commission Expires:

7-15-52

STATE OF TEXAS }
COUNTY OF DALLAS } SS

On this 3rd day of April, 1951, before me personally appeared F. M. JACOBSON to me personally known who being by me duly sworn, did say that he is the Vice President of BUFFALO OIL COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said F. M. JACOBSON acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this, the day and year last above written.

Dee Carr McLucas
Notary Public
DEE CARR McLUCAS
Notary Public, Dallas County, Texas.

My Commission Expires:

June 1, 1951.

STATE OF TEXAS }
COUNTY OF HARRIS } SS

On this 6th day of April, 1951, before me personally appeared A. K. TYSON to me personally known who being by me duly sworn did say that he is the XXX President of AMERICAN REPUBLICS CORPORATION and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said A. K. TYSON acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year last above written.

Myrtle M. Cruz
Notary Public
MYRTLE M. CRUZ
Notary Public, in and for Harris County, Texas

My Commission Expires:

June 1, 1951

STATE OF Illinois }
COUNTY OF DeKalb } SS

On this 28th day of April, 1951, before me personally appeared G. S. Hyde to me personally known who being by me duly sworn did say that he is the President of DE KALB AGRICULTURAL ASSOCIATION, INC., and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said G. S. Hyde acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year last above written.

Dorothy Terrell
Notary Public
DOROTHY TERRELL, Notary Public
[illegible]
My Commission Expires July 18, 1952

My Commission Expires:

7-18-52

AMENDMENT AND SUPPLEMENT TO UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION OF THE
COMANCHE AREA, CHAVES COUNTY, NEW MEXICO,
I-SEC. 452

THIS AGREEMENT, entered into as of the 27th day of April 1949, by and between the undersigned parties, hereinafter referred to as the "parties hereto",

W-I-T-N-E-S-S-E-T-H:

WHEREAS, as of the 1st day of July, 1946, a certain Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico (I-Sec. 452) was made and entered into by and between the parties hereto, or their predecessors in interest, which said agreement was thereafter duly approved by the New Mexico Oil Conservation Commission on May 6, 1946, and by the Commissioner of Public Lands of the State of New Mexico on September 22, 1946, and by the Secretary of the Interior on October 10, 1946; and

WHEREAS, the undersigned parties hereto are the owners and holders of oil and gas leasehold and mineral interests which have heretofore been committed to said Unit Agreement for the development and Operation of the Comanche Area, Chaves County, New Mexico, the interests of the respective parties hereto being more particularly shown by a revision of Exhibits "A" and "B" attached to the original of said Unit Agreement, which are attached hereto and made a part hereof; and

WHEREAS, the undersigned parties hereto are desirous of amending and supplementing said Unit Agreement by adding thereto the stipulations hereinafter set forth,

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES HERETO, as follows:

1. That Exhibits "A" and "B" which are attached hereto and made a part hereof, are hereby substituted for Exhibits "A" and "B" attached to the original of said Unit Agreement.

2. That said Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico (I-Sec. 452), be, and the same is hereby amended and supplemented by adding thereto the following stipulation:

> "Notwithstanding any provision to the contrary in Section 7, or any other Section, of the Comanche Unit Agreement, all parties signatory to that Agreement hereby agree that each and everyone of the owners of the working interests in lands unitized under the Agreement shall have (1) the right to take in kind that proportionate share of the unitized substances which is allocated or allocable to his working interest in accordance with the provisions of the Agreement, (2) the right to personally sell such proportionate share, and (3) the right to revoke at will any authorization in the Comanche Unit Agreement empowering a representative (or representatives) to sell his proportionate share of the unitized substances if that representative (or representatives) is authorized to sell the shares of more than one owner. An owner, who also acts in a representative capacity, shall be regarded as being "authorized to sell the shares of more than one owner", as the phrase is used in the foregoing sentence, if he also sells or directs the sale of any part of his own share."

3. That said Unit Agreement, as amended and supplemented herein, is hereby in all things ratified and confirmed by the parties hereto.

4. That this amendment and supplement may be executed in any number of counterparts with the same force and effect as if all parties hereto had signed the same instrument and the same shall be binding upon all those who have executed counterparts hereof regardless of whether or not it is executed by all other parties owning or claiming an interest in any of the oil and gas leasehold interests or mineral interests committed to the Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, and this amendatory and supplemental agreement shall become effective upon approval hereof by the New Mexico Oil Conservation Commission, the Commissioner of Public Lands of the State of New Mexico, and by the Director of the United States Geological Survey.

IN WITNESS WHEREOF, this agreement is executed the day and year first hereinabove written.

ATTEST:

Jim Lackey
Secretary

BUFFALO OIL COMPANY

By H. T. Faubion
President

Owner of interest shown
Exhibit "B" Tract No.s. 1, 2, 3, 4, 6, 9, 10, 11, 12, 13, 14, 15, 17, 25, 29, 30, 32, 33, 34, 35, 39, 47, 48, 49, 50, 51, 52, 54, 59, & 65.

ATTEST:

Geo. H. Robert
Secretary

DeKALB AGRICULTURAL ASSOCIATION, INC.

By W. Hyde Pus

Owner of interest shown
Exhibit "B" Tract s No.s. 5, 7, 16, 19, 21, 23 24, 27, 38, 40.

~~ATTEST:~~

~~Secretary~~

CITIES SERVICE OIL COMPANY

By J. Kennedy
Attorney-in-Fact

Owner of interest shown
Exhibit "B" Tract No. 62 (1/2 Int.)

APPROVED AS TO FORM
LEGAL DEPARTMENT
F. O. SEARLE

ATTEST:

V C Bash
Secretary

REPOLLO OIL COMPANY

By T. H. Hammett
T. H. HAMMETT, VICE-PRESIDENT

Owner of interest shown
Exhibit "B" Tract No. 62 (1/2 Int.)

ATTEST:

Secretary

HONOLULU OIL CORPORATION

By

Owner of interest shown
Exhibit "B" Tract No.

Owner__ of interest shown
Exhibit "B" Tract__ No._____

Ola Wimberly (Mrs)
Ola Wimberly

Frank E. Wimberly
Owner of interest shown Frank E. Wimberly
Exhibit "B" Tract__ No. -27-

Shelby Gass
Ferne Jue Gass
Owner__ of interest shown
Exhibit "B" Tract__ No. 54

A W Hockenhull
Mamie Hockenhull
Owner__ of interest shown
Exhibit "B" Tract s No.s 47, 48 and 50.

Virginia Shaw
Jack Shaw
Owner__ of interest shown
Exhibit "B" Tract__ No. 29

Marion Henry
Owner__ of interest shown
Exhibit "B" Tract__ No. 30

Lillian J Hinkle
Owner__ of interest shown
Exhibit "B" Tract__ No. 35

Owner__ of interest shown
Exhibit "B" Tract__ No._____

_____

_____
Owner__ of interest shown
Exhibit "B" Tract__ No._____

_____

_____
Owner_of interest shown
Exhibit "B" Tract__ No._____

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Owner__ of interest shown
Exhibit "B" Tract__ No._____

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Owner__ of interest shown
Exhibit "B" Tract__ No._____

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Owner__ of interest shown
Exhibit "B" Tract__ No._____

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Owner__ of interest shown
Exhibit "B" Tract__ No._____

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Owner__ of interest shown
Exhibit "B" Tract__ No._____

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Owner__ of interest shown
Exhibit "B" Tract__ No._____

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Owner__ of interest shown
Exhibit "B" Tract__ No._____

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Owner_of interest shown
Exhibit "B" Tract__ No._____

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Owner__ of interest shown
Exhibit "B" Tract__ No._____

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Owner__ of interest shown
Exhibit "B" Tract__ No._____

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Owner__ of interest shown
Exhibit "B" Tract__ No._____

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Owner__ of interest shown
Exhibit "B" Tract__ No._____

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Owner__ of interest shown
Exhibit "B" Tract__ No._____

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Owner__ of interest shown
Exhibit "B" Tract__ No._____

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Owner of interest shown
Exhibit "B" Tract__ No._____

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Owner__ of interest shown
Exhibit "B" Tract__ No._____

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Owner__ of interest shown
Exhibit "B" Tract__ No._____

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Owner__ of interest shown
Exhibit "B" Tract__ No._____

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Owner__ of interest shown
Exhibit "B" Tract__ No._____

_____

_____
Owner__ of interest shown
Exhibit "B" Tract__ No._____

STATE OF ILLINOIS)
)SS
COUNTY OF DeKalb)

On this 2d day of May, 1949, before me personally appeared L. L. Hyde, to me personally known who being by me duly sworn, did say that he is the President of **DeKalb Agricultural Association, Inc.**, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said L. L. Hyde acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year last above written.

My Commission Expires
July 18, 1952

Dorothy Farrell
Notary Public

STATE OF OKLAHOMA)
)SS
COUNTY OF Tulsa)

On this 5th day of May, 1949, before me personally appeared T. H. Hammett, to me personally known, who being by me duly sworn, did say that he is the Vice President of **Repollo Oil Company**, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said T. H. Hammett acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year last above written.

My Commission Expires
December 10, 1949

Agnes Sigler
Notary Public

STATE OF OKLAHOMA)
)SS
COUNTY OF Washington)

On this 6th day of May, 1949, before me personally appeared ______________________, to me personally known, who being by me duly sworn, did say that he is the Attorney In Fact ~~President~~ of Cities Service Oil Company, and that ~~the seal affixed to said instrument is the corporate seal of said corporation, and that~~ said instrument was signed ~~and sealed~~ in behalf of said corporation by authority of its Board of Directors, and said J. C. Kennedy acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year last above written.

My Commission Expires
December 12, 1949

W B Roark
Notary Public

STATE OF TEXAS)
)SS
COUNTY OF Dallas)

On this 4th day of May, 19 49, before me personally appeared H. P. Taubman, to me personally known who being by me duly sworn, did say that he is the _____ President of Buffalo Oil Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said H. P. Taubman acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year last above written.

My Commission Expires
June 1, 1949

Dee Carr McLucas
Notary Public

DEE CARR McLUCAS
Notary Public, Dallas County, Texas.

STATE OF _____)
)SS
COUNTY OF _____)

On this ___ day of _____, 19___, before me personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year last above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ___ day of _____, 19___, before me personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year last above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 19___, before me personally appeared _____, to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF OKLAHOMA)
)SS
COUNTY OF Jackson)

On this 3rd day of May, 1949, before me personally appeared Ola Wimberly and Frank E. Wimberly, her husband to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF. I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
May 21, 1952

Vada Mayfield
Notary Public

STATE OF Missouri)
)SS
COUNTY OF Audrain)

On this 7th day of May, 1949, before me personally appeared Shelby C. Gass and Fern Twelfs Gass to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Naomi P. Thompson
Notary Public

My Commission Expires
March 20th, 1950.

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 19___, before me personally appeared _____, to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF OKLAHOMA)
)SS
COUNTY OF Oklahoma)

On this 17th day of May, 1949, before me personally appeared A. W. Hockenhull and Mamie Hockenhull, his wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
11-17-49.

Margaret Ruger
Notary Public

STATE OF NEW MEXICO)
)SS
COUNTY OF EDDY)

On this 28th day of May, 1949, before me personally appeared Virginia Shaw and Hack Shaw her husband to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Elsie G. Gorman
Notary Public

My Commission Expires
June 29 - 1951

STATE OF New Mexico)
)SS
COUNTY OF Chaves)

On this 31st day of May, 1949, before me personally appeared Marion Roney also known as Marion Roney, to me known to be the person desoribed in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
5-21-53

Edna Mae Bear
Notary Public

STATE OF New Mexico)
)SS
COUNTY OF Chaves)

On this 31st day of May, 1949, before me personally appeared Clarence E. Hill and William L. Hill, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF. I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
Nov. 12, 1951

Marion Roney
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ___ day of _____, 19___, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 19___, before me personally appeared _____, to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 19___, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____ free act and deed.

IN WITNESS WHEREOF. I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ___ day of _____, 19___, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 19___, before me personally appeared _____, to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 19___, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ___ day of _____, 19___, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
SS
COUNTY OF _____)

On this ____ day of _____, 19___, before me personally appeared _____, to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires _____

_____
Notary Public

STATE OF _____)
SS
COUNTY OF _____)

On this ____ day of _____, 19___, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires _____

_____
Notary Public

STATE OF _____)
SS
COUNTY OF _____)

On this ___ day of _____, 19___, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires _____

_____
Notary Public

the Records of

Witness my hand and seal of office.

G. V. Miller,

County Clerk.

Deputy.

Rec.#2177 B

Fee:$1.

a widow

, in the County

, has made, constituted

W. Lodewick

, in the county

, true and lawful

assign, transfer

in and to

State of

interests,

for and

conditions

right

may

POWER OF ATTORNEY

Cora Lodewick

TO

S. W. Lodewick

STATE OF NEW MEXICO,
County of Chaves } ss.

I hereby certify that this instrument was filed for record on the 4th day of May, A. D., 19 49 at 9:15 o'clock A. M., and was duly recorded in Book 38 at Page 153 of the Records of

Witness my hand and seal of office.

G. W. Miller,
County Clerk.

Deputy.

1M-3-46

Rec.#2177 B

Fee:$1.50

153

is a true and literal exemplification from the record in this office.

Witness my hand and seal of office on this the
4th *day of* May *A. D., 19*

George W. Miller
County Clerk

By Kay Harris *Deputy*

STATE OF NEW MEXICO,
County of [illegible] } ss.

On this [illegible] day of January, 19 47 before me personally appeared [illegible]

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that [illegible] executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.

My Com. Expires
March 20, 1949

[illegible] Notary

CLERK'S CERTIFICATE

STATE OF NEW MEXICO,
COUNTY OF CHAVES. } ss.

I, George W. Miller, County Clerk, in and for the County and State aforesaid, do hereby certify that the annexed copy of POWER OF ATTORNEY from Cora Lodewick to S. W. Lodewick, recorded in Book 38 of Miscellaneous, page 153;

[illegible]

Witness my hand and seal of office on this the 4th day of May A.D., 19[illegible]

[illegible] County Clerk

By Kay Cunningham Deputy

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 19___, before me personally appeared _____, to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 19___, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____ _____)

On this ___ day of _____, 19___, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 19___, before me personally appeared _____, to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 19___, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ___ day of _____, 19___, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 19___, before me personally appeared _____, to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 19___, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ___ day of _____, 19___, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 19___, before me personally appeared _____, to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 19___, before me personally appeared _____
to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ___ day of _____, 19___, before me personally appeared _____ _____
to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 19___, before me personally appeared _____, to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 19___, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ___ day of _____, 19___, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

Rec.#2177 B Fee:$1.50

[illegible]

[illegible] widow

[illegible], in the County

[illegible] ha s made, constituted

[illegible] W. Lodewick

[illegible], in the county

[illegible], true and lawful

[illegible] assign, transfer

[illegible] interest in and to

[illegible] State of

[illegible] interests,

[illegible] for and

[illegible] conditions

[illegible] right

[illegible] may

[illegible], 1947 before me personally appeared

[illegible] the foregoing instrument, and acknowledged

[illegible] and deed.

[illegible] my hand and affixed my official seal on the day and

[illegible]

March [illegible]

RECEIVED [illegible]

CLERK'S CERTIFICATE

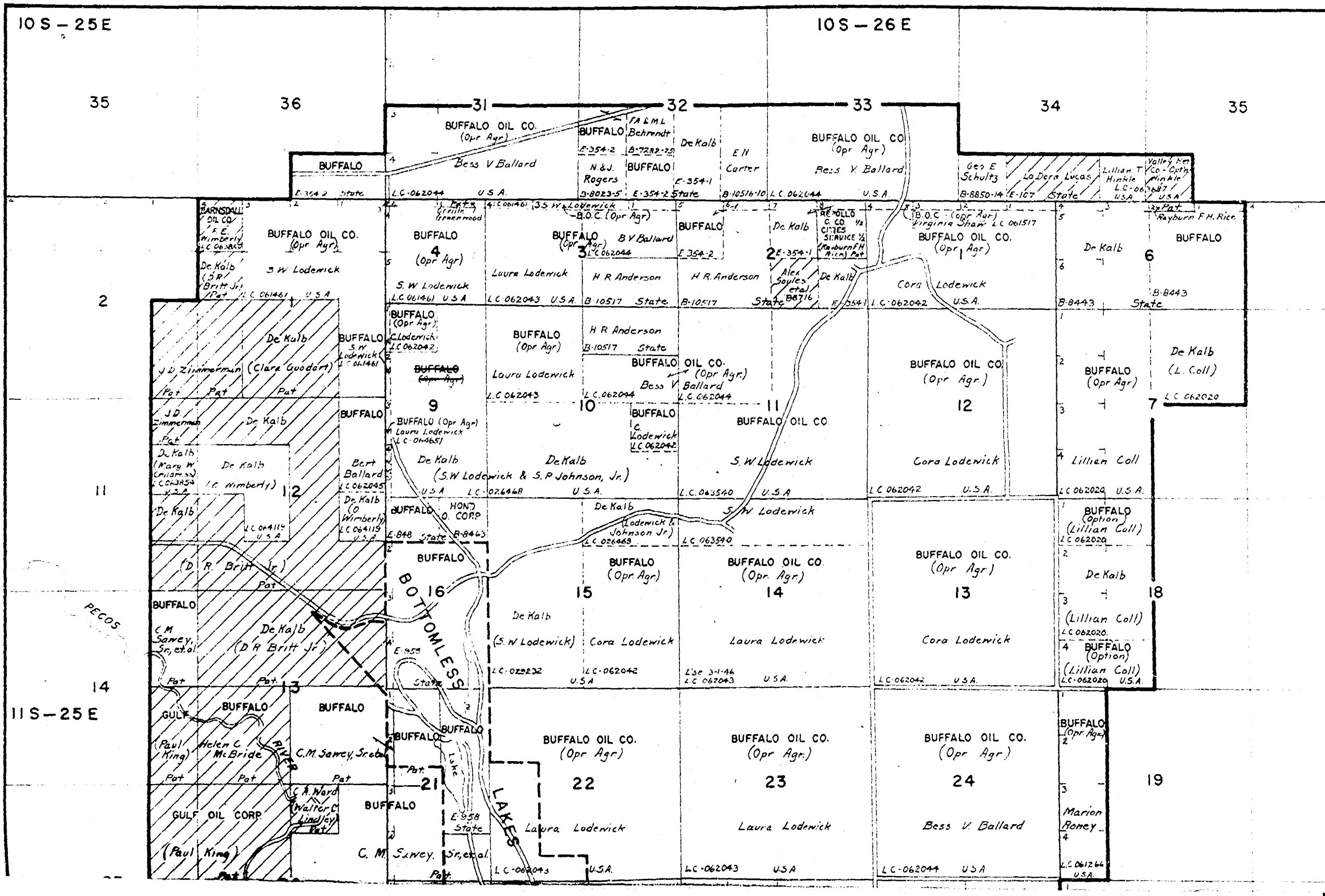
STATE OF NEW MEXICO, }
COUNTY OF CHAVES. } ss.

I, George K. Miller, County Clerk in and for the County and State aforesaid, do hereby certify that the annexed copy of POWER OF ATTORNEY from Cora Lodewick to S. W. Lodewick, recorded in Book 38 of Miscellaneous, page 153;

[illegible]

4th May

Kay Harrington


10 S – 25 E
10 S – 26 E
11 S – 25 E
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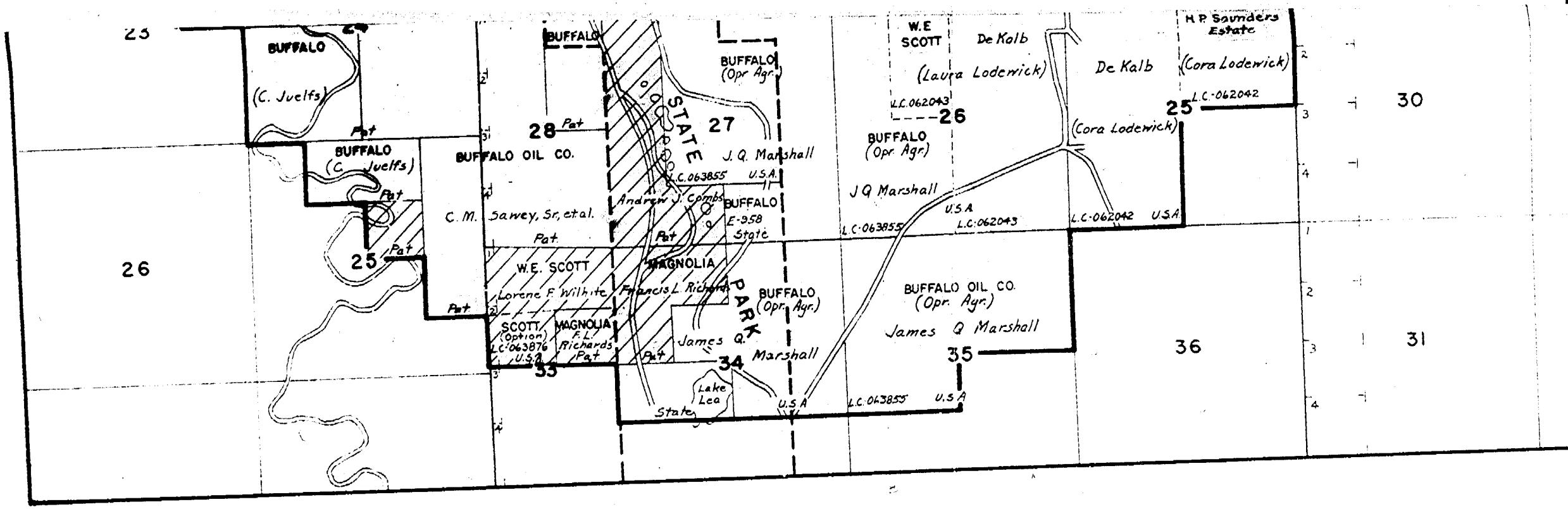
BUFFALO OIL CO. (Opr Agr)
Bess V Ballard
U S A
L.C.-062044
BUFFALO
E-354-2
State
N.&J. Rogers
B-8023-5
E-354-2
B-7282-25
De Kalb
E N Carter
B-10516-10
E-354-1
Geo E Schultz
B-8850-14
E-107
La Dora Lucas
Lillian T Hinkle
Valley Pet Co - Opt Hinkle
BARNSDALL OIL CO
F.E. Wimberly
De Kalb (D R Britt Jr)
S W Lodewick
L.C. 061461
Laura Lodewick
L.C. 062043
H R Anderson
B-10517
B-10517
Alex Soyles etal
B8716
Cora Lodewick
L.C.-062042
B-8443
Virginia Shaw
L.C 061517
Rayburn F H Rice
De Kalb
(Clara Goodart)
J D Zimmerman
Pat
Bert Ballard
L.C 062045
De Kalb (O Wimberly)
L.C 064115
De Kalb (Mary W Collins)
L.C 063854
De Kalb (C Wimberly)
L.C 064115
BUFFALO (Opr Agr)
Laura Lodewick
L.C-064651
De Kalb
(S.W Lodewick & S.P Johnson, Jr.)
L.C-026468
HOND O. CORP
E-848
B-8443
Lodewick & Johnson Jr.
L.C 063540
S.W. Lodewick
L.C.-063540
L.C 062042
L.C 062020
Lillian Coll
BUFFALO (Option)
(Lillian Coll)
L.C 062020
BOTTOMLESS LAKES
De Kalb
(S.W Lodewick)
L.C.-026232
Cora Lodewick
L.C-062042
Laura Lodewick
Use 3-1-46
L.C 062043
Cora Lodewick
L.C-062042
BUFFALO OIL CO. (Opr Agr)
Laura Lodewick
L.C-062043
Bess V. Ballard
L.C-062044
Marion Roney
L.C 061266
PECOS RIVER
GULF
(Paul King)
Helen C. McBride
C.M. Sawey, Sr. etal
C.A. Ward
Walter C Lindley
GULF OIL CORP.
C. M. Sawey, Sr, et al
E-958
State
Lake



		ACRES	%
	U. S. LANDS	11,388.31	67.36
	STATE LANDS	1,893.76	11.20
	PATENTED LANDS	3,625.65	21.44
		16,907.72	100.00

PORTION OF UNIT AREA NOT COMMITTED TO UNIT AGREEMENT AS OF FILING DATE, SEPTEMBER 23, 1946

REVISED AS OF APRIL

MAP OF COMANCHE UNIT AREA

EXHIBIT A

EXHIBIT "B"

SCHEDULE SHOWING THE PERCENTAGE AND KIND OF OWNERSHIP OF OIL AND GAS INTEREST IN ALL LANDS IN THE COMANCHE UNIT AREA

FEDERAL LANDS

Tract No.	Description	No. of Acres	Las Cruces Serial No.	% Royalty Payable to United States	Record Owner of Lease	% of Overriding Royalty under Option Agreement, Operating Agreement or Assignment and Owner	Working Interest Owner and % of Interest
1	Lots 3 & 4, E½SW¼, SE¼ Sec. 31; S½ Sec. 33, T. 10 S., R. 26 E: N½SE¼ Sec. 3; S½NE¼ Sec. 10; NW¼ Sec. 11, T. 11 S., R. 26 E. N.M.P.M.	[illegible]0.38	062044	12½%	Bess V. Ballard	Bess V. Ballard, 2½% under Operating Agreement	Buffalo Oil Co. 85%. Operating Agreement
2	All Sec. 24, T.11 S., R. 26 E., N.M.P.M.	640.00	062044	12½%	Bess V. Ballard	Bess V. Ballard, 3% under Operating Agreement	Buffalo Oil Co. 84½%. Operating Agreement
3	E½NE¼ Sec. 12, T. 11 S. R. 25 E., N.M.P.M.	80.00	065320	12½%	Bert Ballard	Bert Ballard, 2½% under Operating Agreement	Buffalo Oil Co. 85%. Operating Agreement
4	Lots 1,2,3 & 4, E½W½ Sec. 7, T. 11 S., R. 27 E., N.M.P.M.	300.24	062020	12½%	Lillian Coll	Lillian Coll, 3% under Operating Agreement	Buffalo Oil Co. 84½%. Operating Agreement

FEDERAL LANDS (CONTINUED

Tract No.	Description	No. of Acres	Las Crudes Serial No.	% Royalty Payable to United States	Record Owner of Lease	% of Overriding Royalty under Option Agreement, Operating Agreement or Assignment and Owner	Working Interest Owner and % of Interest
5	NE¼ Sec. 7, T. 11 S., R. 27 E., N.M.P.M.	160.00	062020	12½%	Lillian Coll	Lillian Coll, 3% under Option Agreement	DeKalb Agric. Assoc. Inc. 84½% Option Ag.
6	Lot 1, NE¼NW¼ Lot 4, SE¼SW¼ Sec. 18, T. 11 S., R. 27 E. N.M.P.M.	149.30	062020	12½%	Lillian Coll	Lillian Coll, $500 per acre out of 6¼% under Option Agreement	Buffalo Oil. Co. 81¼%. Option Agreement
7	Lot 2, SE¼NW¼ Lot 3, NE¼SW¼ Sec. 18, T. 11 S., R. 27 E., N.M.P.M.	149.30	062020	12½%	Lillian Coll	Lillian Coll, 3% under Option Agreement	DeKalb Agric. Assoc. Inc. 84½%. Option Agreement
8	SE¼SW¼ Sec. 34; SW¼SW¼ Sec. 35, T. 10 S., R. 26 E., N.M.P.M.	80.00	063687	12½%	Lillian T. Hinkle		Lillian T. Hinkle, Lessee. 87½%
9	SW¼ Sec. 3; NW¼ Sec. 10, T. 11 S., R. 26 E. N.M.P.M.	320.00	062043	12½%	Laura Lodewick	Laura Lodewick, 2½% under Operating Agreement	Buffalo Oil Co. 85%. Operating Agreement
10	S½N½, S½ Sec. 14; all Sec. 22; all Sec. 23, T. 11 S., R. 26 E. N.M.P.M.	1,760.00	062043	12½%	Laura Lodewick	Laura Lodewick, 2½% ORI and $250 per acre payable out of 2½% under Operating Agrmnt.	Buffalo Oil Co. 82½%. Operating Agreement
11	Lots 3 and 4 Sec. 9, T. 11 S., R. 26 E. N.M.P.M.	8.15	064651	12½%	Laura Lodewick	Laura Lodewick, 2% under Operating Agreement	Buffalo Oil Co. 85½%. Operating Agreement
12	Lots 1,2,3, SE¼NW¼, S½NE¼, E½SE¼ Sec.1,T.11S, R.25 E: Lots 1,2,3 & 4 Sec. 3; Lots 2,3,4 & 5, SE¼ Sec. 4; Lots 1 & 2 Sec. 9, T. 11 S. R. 26 E., N.M.P.M.	523.51	061461	12½%	S. W. Lodewick	S. W. Lodewick, 2½% under Operating Agreement	Buffalo Oil Co. 85%. Operating Agreement

FEDERAL LANDS (CONTINUED)

Tract No.	Description	No. of Acres	Las Cruces Serial No.	% Royalty Payable to U.S.	Record Owner of Lease	% of Overriding Royalty under Option Agreement, Operating Agreement or Assignment and Owner	Working Interest Owner and % of Interest
13	S½ Sec. 1; NW¼NE¼ Sec. 9; NE¼SE¼ Sec. 10; all Sec. 12, T. 11 S., R. 26 E., N.M.P.M.	1,040.00	062042	12½%	Cora Lodewick	Cora Lodewick, 2½% under Operating Agreement	Buffalo Oil Co. 85%. Operating Agreement
14	All Sec. 13, T. 11 S., R. 26 E., N.M.P.M.	640.00	062042	12½%	Cora Lodewick	Cora Lodewick, 3% under Operating Agreement	Buffalo Oil Co. 84½%. Operating Agreement
15	S½NE¼, SE¼ Sec. 15, T. 11 S., R. 26 E., N.M.P.M.	240.00	062042	12½%	Cora Lodewick	Cora Lodewick, 2½% ORI and $250 per acre payable out of 2½% under Operating Agreement	Buffalo Oil Co. 82½%. Operating Agreement
16	W½ Sec. 15, T. 11 S., R. 26 E., N.M.P.M.	320.00	029232(a)	5%	DeKalb Agric. Assoc. Inc.	L.C.Campbell 3-3/4% Emmett Patton 3-3/4% S.W. Lodewick 2½% ORI and $250 per acre out of 2½%	DeKalb Agric. Assoc. Inc. 82½%
17	E½, SW¼ Sec. 11, T. 11 S., R. 26 E., N.M.P.M.	480.00	063540	12½%	S. W. Lodewick	S. W. Lodewick, 2½% under Operating Agreement	Buffalo Oil Co. 85% Oper. Agreement
18	N½N½ Sec. 14, T. 11 S., R. 26 E., N.M.P.M.	160.00	063540	12½%	S. W. Lodewick		S. W. Lodewick 87½%
19	W½, Sec. 25, T. 11 S., R. 26 E., N.M.P.M.	320.00	062042	12½%	DeKalb Agric. Assoc. Inc.	Cora Lodewick, 2½% ORI & $250 per acre out of 2½%	DeKalb Agric. Assoc. Inc. 82½%
20	NE¼ Sec. 25, T. 11 S. R. 26 E. N.M.P.M.	160.00	062042	12½%	H.P. Saunders, Jr. Estate	Cora Lodewick, 3% ORI	H.P. Saunders, Jr. Estate 84½%

FEDERAL LANDS (CONTINUED)

Tract No.	Description	No. of Acres	Las Cruces Serial No.	% Royalty Payable to U.S.	Record Owner of Lease	% of Overriding Royalty under Option Agreement Operating Agreement or Assignment and Owner	Working Interest Owner and % of Interest
21	E½ Sec. 26, T. 11 S., R. 26 E., N.M.P.M.	320.00	062043	12½%	DeKalb Agric. Assoc. Inc.	Laura Lodewick, 3%	DeKalb Agric.Assoc. Inc. 84½%
22	E½NW¼ Sec. 26, T. 11 S., R. 26 E., N.M.P.M.	80.00	062043	12½%	W. E. Scott	Laura Lodewick,3% Will Lawrence,2% (until receive $500 per acre)	W. E. Scott 82½%
23	SE¼NE¼ Sec. 11, T. 10 S. R. 26 E., N.M.P.M.	40.00	063854	12½%	DeKalb Agric. Assoc. Inc.	Margaret W. Childress, 2½%	DeKalb Agric. Assoc. Inc. 85%
24	NE¼NE¼, S½NE¼, SE¼ Sec. 9; SW¼, W½SE¼, SE¼SE¼ Sec. 10; N½NE¼ Sec. 15, t. 11 S., R. 26 E.NMPM	640.00	026468(a)	5%	DeKalb Agric. Assoc. Inc.	½% S.W.Lodewick & S.P. Johnson,Jr. 2% Mrs.W.K. Edwards 1½% J. B. Purcell 1½% W. E. Sloop 1½% L. B. Hageman 1½% J. C. Dufo 1½% Emmett Patton 10% Total *	DeKalb Agric. Assoc. Inc. 82½% *also $250 per acre out of 2½% to S. W. Lodewick and S. P. Johnson, Jr.
25	W½NW¼, SW¼ Sec. 26; NE¼, E½NW¼, NE¼SW¼, N½SE¼, SE¼SE¼ Sec. 27; NE¼, SE¼NW¼, N½SE¼ Sec. 34; N½, N½SW¼ Sec. 35, T. 11 S., R. 26 E.	1,320.00	063855	12½%	James Q. Marshall	James Q. Marshall, 2 % under Operating Agreement	Buffalo Oil Co. 85%. Operating Agreement
26	Lots 1 & 2, W½NE¼, NE¼NE¼ Sec. 33, T. 11 S., R. 26 E. NMPM	133.70	063876	12½%	W. E. Scott	Lorene F. Wilhite, 3%	W. E. Scott 84½%
27	S½NW¼, NE¼SW¼, NE¼SE¼ Sec. 12, T. 11 S. R. 25 E., N.M.P.M.	160.00	064119	12½%	DeKalb Agric. Assoc. Inc.	Ola Wimberly, 2½%	DeKalb Agric. Assoc. Inc. 85%
28	Lot 4 Sec. 1, T. 11 S. R. 25 E., N.M.P.M.	40.18	063850	12½%	Barnsdall Oil Co.	Frank E. Wimberly, 2½%	Barnsdall Oil Co. 85%

FEDERAL LANDS (CONTINUED)

Tract No.	Description	No. of Acres	Las Cruces Serial No.	% Royalty Payable to U.S.	Record Owner of Lease	% of Overriding Royalty under Option Agreement, Operating Agreement or Assignment and Owner	Working Interest and Owner and % of Interest
29	Lots 1,2,3 & 4 Sec. 1, T. 11 S., R. 26 E., N.M.P.M.	23.79	061517	12½%	Virginia Shaw	Virginia Shaw, 2%, under Operating Agreement	Buffalo Oil Co. 85½%. Operating Agreement
30	Lots 1,2,3 & 4 Sec. 19, T. 11 S., R. 27 E. N.M.P.M.	139.76	061266	12½%	Marion Roney, also known as Marian Roney	Marion Roney, also known as Marian Roney, 2%, under Operating Agrmnt.	Buffalo Oil Co. 85½%. Operating Agreement
	TOTAL FEDERAL LANDS	11,388.31 acres					

STATE LANDS

Tract No.	Description	No. of Acres	Serial No. and Expiration Date	% of Royalty to State of New Mexico	Lease Record Owner and % of Working Interest	% of Overriding Royalty and Owner
31	NE¼SW¼, S½SW¼ Sec. 2; S½SE¼ Sec. 3; N½NE¼ Sec. 10, T. 11 S., R. 26 E., N.M.P.M.	280.00	B-10517 8-10-53	12½%	H. Rummel Anderson 87½%	
32	NW¼SW¼, SE¼SW¼ Sec. 32, T. 10 S., R. 26 E: Lots 5 & 6, NW¼SW¼ Sec. 2, T. 11 S., R. 26 E. N.M.P.M.	131.93	E-354 6-11-55	12½%	Buffalo Oil Co. 87½%	
33	Lot 1, NW¼NE¼ Sec. 16, T. 11 S., R.26E. N.M.P.M.	44.38	E-848 5-10-56	12½%	Buffalo Oil Co. 87½%	

STATE LANDS (CONTINUED)

Tract No.	Description	No. of Acres	Serial No. and Expiration Date	% of Royalty to State of New Mexico	Lease Record Owner and % of Working Interest	% of Overriding Royalty and Owner
34	Lots 2,3 & 4, S½NE¼, SE¼ Sec. 16; E½NE¼, NE¼SE¼ Sec. 21; SW¼SE¼ Sec. 27, T. 11 S., R. 26 E., N.M.P.M.	415.22	E-958 8-10-56	12½%	Buffalo Oil Company 87½%	
35	Lot 1, SE¼ Sec. 6, T. 11 S., R. 27 E. NMPM	166.70	B-8443 12-12-49	12½%	Buffalo Oil Co. 87½%	C. E. Hinkle 1½% Sam'l H. Marshall 1% Bruce Matlock, ½%
36	NE¼SW¼ Sec. 32, T. 10 S., R. 26 E. NMPM	40.00	B-7282 7-1-51	12½%	Fred A. and Myrtle L. Behrendt 87½%	
37	E½SE¼ Sec. 32, T. 10 S. R. 26 E. N.M.P.M.	80.00	B-10516 8-10-53	12½%	Ernest N. Carter 87½%	
38	W½SE¼ Sec. 32, T. 10 S. R. 26 E: Lots 7 & 8, NW¼SE¼, SE¼SE¼ Sec. 2, T. 11 S. R. 26 E. NMPM	171.47	E-354 6-11-55	12½%	DeKalb Agricultural Assoc. Inc. 87½%	
39	S½SW¼ Sec. 36, T. 10 S., R. 25 E., N.M.P.M.	80.00	E-354 6-11-55	12½%	Buffalo Oil Co. 87½%	
40	Lots 3,4,5 & 6, E½SW¼ Sec. 6, T. 11 S., R. 27 E., N.M.P.M.	164.06	B-8443 12-12-49	12½%	DeKalb Agricultural Association, Inc. 87½%	
41	NE¼NE¼ Sec. 16, T. 11 S., R. 26 E. N.M.P.M.	40.00	B-8463 1-8-50	12½%	Honolulu Oil Corp. 87½%	
42	SE¼SW¼, SW¼SE¼ Sec. 34, T. 10 S. R. 26 E. NMPM	80.00	E-107 2-10-55	12½%	LaDora Lucas 87½%	
43	SW¼SW¼ Sec. 32, T. 10 S., R. 26 E., N.M.P.M.	40.00	B-8023 7-1-51	12½%	Hettie E. and John M. Rogers 87½%	

STATE LANDS (CONTINUED)

Tract No.	Description	No. of Acres	Serial No. and Expiration Date	% of Royalty to State of New Mexico	Lease Record Owner and % of Working Interest	% of Overriding Royalty and Owner
44	SW¼SW¼ Sec. 34, T. 10 S., R. 26 E. N.M.P.M.	40.00	B-8850 10-19-50	12½%	Geo. E. Schultz 87½%	
45	SW¼SE¼ Sec. 2, T. 11 S., R. 26 E. NMPM	40.00	B-8716 6-25-50	12½%	Alexander Soules and Walter M. Soules 87½%	
46	N½SW¼ Sec. 34, T. 11 S. R. 26 E. N.M.P.M.	80.00			State of New Mexico (1/8 State Lands Commissioner) (7/8 Science Commission)	
	TOTAL STATE LANDS	1,893.76				

FEE LANDS

Tract No.	Description	No. of Acres	% Royalty Payable to Lessor and Owner	Working Interest Owner and % of Interest
47	SE¼ Sec. 13; W½SE¼ Sec. 21; NE¼NE¼, S½NE¼, SE¼ Sec. 24; E½NE¼, NE¼SE¼ Sec. 25; Lots 1, 2,3 & 4, W½NE¼ Sec. 28, T. 11 S., R. 25 E.,NMPM	747.84	.209816 Selma E. Andrews .209813 Bruce K. Matlock .069939 Donald Winston .069939 D. R. Britt, Jr. .069939 R. R. Hinkle .147325 Charles M. Sawey,Sr. .0625 Virgil M. and Lillie P. Grantham 1/16 .026789 A. W. Wilson .026789 R. R. Culbertson .107150 A. W. Hockenhull	Buffalo Oil Co., except as to interests of A. W. Wilson and R. R. Culbertson which are unleased.

FEE LANDS (CONTINUED)

Tract No.	Description	No. of Acres	% Royalty Payable to Lessor and Owner	Working Interest Owner and % of Interest
48	NE¼NE¼ Sec. 14, T. 11 S., R. 25 E. N.M.P.M.	40.00	.209816 Selma E. Andrews .209813 Bruce K. Matlock .069939 Donald Winston .069939 D. R. Britt, Jr. .069939 R. R. Hinkle .084825 Charles M. Sawey,Sr. .125 George W. Irvin .026789 A. W. Wilson .026789 R. R. Culbertson .107150 A. W. Hockenhull	Buffalo Oil Co., except as to interests of A. W. Wilson and R. R. Culbertson which are unleased.
49	SE¼NE¼ Sec. 14, T. 11 S., R. 25 E. NMPM	40.00	1/4 Bruce K. Matlock 1/4 Selma E. Andrews 1/12 Donald Winston 1/12 R. R. Hinkle 1/12 D. R. Britt, Jr. 1/8 George M. Irvin 1/8 Charles M. Sawey, Sr.	Buffalo Oil Co. 87½%
50	Lots 1,2,3 & 4 Sec. 21, T. 11 S., R. 26 E. N.M.P.M.	25.6	.209816 Selma E. Andrews .209816 Bruce K. Matlock .069939 Donald Winston .069939 R. R. Hinkle .069936 D. R. Britt, Jr. .125 Virgil M. and Lillie P. Grantham 1/8 .084825 Charles M. Sawey, Sr. .026789 R. R. Culbertson .026789 A. W. Wilson .107150 A. W. Hockenhull	Buffalo Oil Co., except as to interests of R. R. Culbertson and A. W. Wilson which are unleased.
51	SW¼ Sec. 13, T. 11 S., R. 25 E., N.M.P.M.	160.00	12½% Helen Chittenden McBride	Buffalo Oil Co. 87½%

FEE LANDS (CONTINUED)

Tract No.	Description	No. of Acres	% Royalty Payable to Lessor and Owners	Working Interest Owner and % of Interest
52	SE¼ Sec. 28, T. 11 S., R. 26 E. N.M.P.M.	160.00	12½% Charles M. Sawey, Sr.	Buffalo Oil Co. 87½%
53	SW¼NW¼ Sec. 1; E½SE¼ Sec. 11: W½NE¼, N½NW¼, W½SW¼, SE¼SW¼, W½SE¼, SE¼SE¼ Sec. 12: N½ Sec. 13, T. 11 S., R. 25 E., N.M.P.M.	840.00	12½% D. R. Britt, Jr.	DeKalb Agricultural Association, Inc. 87½%
54	SW¼ Sec. 24: NW¼NE¼, NE¼NW¼ Sec. 25, T. 11 S. R. 25 E., N.M.P.M.	240.00	12½% Shelby C. Gass and Fern Juelfs Gass	Buffalo Oil Company 87½%
55	W½SE¼, E½SW¼ Sec. 1, T. 11 S., R. 25 E. NMPM	160.00	12½% Clara Goodart	DeKalb Agricultural Association, Inc. 87½%
56	Lot 1 Sec. 4, T. 11 S. R. 26 E., N.M.P.M.	5.63	Orvel Greenwood	Unleased
57	E½SE¼ Sec. 14; E½NE¼ Sec. 23: NW¼ Sec. 24, T.11 S., R.25 E. NMPM	320.00	12½% Paul King	Gulf Oil Corp. 87½%
58	NW¼NE¼ Sec. 24, T. 11 S., R. 25 E. NMPM	40.00	12½% Walter C. Lindley	C. A. Ward 87½%
59	SE¼NE¼ Sec. 28, T. 11 S., R. 26 E. NMPM	40.00	Buffalo Oil Co.	Buffalo Oil Co.
60	SE¼NE¼ Sec. 33; N½NW¼, SW¼NW¼ Sec. 34, T. 11 S., R. 26 E. NMPM	160.00	Francis Leonard Richards	Magnolia Petroleum Company
61	Lot 2, Sec. 6, T. 11 S., R. 27 E. NMPM	6.58	Rayburn F. H. Rice	Unleased

FEE LANDS (CONTINUED)

Tract No.	Description	No. of Acres	% Royalty Payable To Lessor and Owners	Working Interest Owner and % of Interest
62	NE¼SE¼ Sec. 2, T. 11 S., R. 26 E. NMPM	40.00	12½% Rayburn F. H. Rice	Cities Service Oil Co. Repollo Oil Co. (Jointly) 87½%
63	W½SW¼ Sec. 1: E½SE¼ Sec. 2: NE¼NE¼ Sec. 11, T. 11 S, R. 25 E. NMPM	200.00	J. D. Zimmerman	Unleased
64	SW¼NE¼ Sec. 25, T. 11 S. R. 25 E. NMPM	40.00	Ownership not determinable at present time	
65	W½NW¼, SE¼SE¼ Sec. 21; W½W½, SE¼SW¼ Sec. 27; NE¼NE¼ Sec. 28, T. 11 S., R. 26 E. NMPM (Fee Lands acquired by State by condemnation for State Park)	360.00	12½% State of New Mexico	Buffalo Oil Co. 87½% (Lease in process of being issued)
	TOTAL FEE LAND	3,625.65		

RECAPITULATION

FEDERAL LANDS	11,388.31
STATE LANDS	1,893.76
FEE LANDS	3,625.65
TOTAL	16,907.72

Revised as of
April 20, 1949

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CERTIFICATE OF APPROVAL
BY
NEW MEXICO OIL CONSERVATION COMMISSION

The New Mexico Oil Conservation Commission hereby acknowledges receipt of a copy of the above and foregoing amendment and supplement to the Unit Agreement for the development and operation of the Comanche Area, Chaves County, New Mexico, I-SEC. 452, and hereby approves said amendment and supplement as of this the 17th day of June, 1949.

OIL CONSERVATION COMMISSION

By Guy Shepard
R. R. Spurrier

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CERTIFICATE OF APPROVAL
BY
COMMISSIONER OF PUBLIC LANDS
OF THE STATE OF NEW MEXICO

That the undersigned Commissioner of Public Lands of the State of New Mexico does hereby acknowledge receipt of a copy of the above and foregoing amendment and supplement to the Unit Agreement for the development and operation of the Comanche Area, Chaves County, New Mexico, I-SEC. 452, and hereby approves said amendment and supplement as of this the 17th day of June, 1949.

Guy Shepard
Commissioner of Public Lands
State of New Mexico

AMENDMENT AND SUPPLEMENT TO UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION OF THE
COMANCHE AREA, CHAVES COUNTY, NEW MEXICO,
I-SEC. 452

THIS AGREEMENT, entered into as of the 27th day of April 1949, by and between the undersigned parties, hereinafter referred to as the "parties hereto",

W-I-T-N-E-S-S-E-T-H:

WHEREAS, as of the 1st day of July, 1946, a certain Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico (I-Sec. 452) was made and entered into by and between the parties hereto, or their predecessors in interest, which said agreement was thereafter duly approved by the New Mexico Oil Conservation Commission on May 6, 1946, and by the Commissioner of Public Lands of the State of New Mexico on September 22, 1946, and by the Secretary of the Interior on October 10, 1946; and

WHEREAS, the undersigned parties hereto are the owners and holders of oil and gas leasehold and mineral interests which have heretofore been committed to said Unit Agreement for the development and Operation of the Comanche Area, Chaves County, New Mexico, the interests of the respective parties hereto being more particularly shown by a revision of Exhibits "A" and "B" attached to the original of said Unit Agreement, which are attached hereto and made a part hereof; and

WHEREAS, the undersigned parties hereto are desirous of amending and supplementing said Unit Agreement by adding thereto the stipulations hereinafter set forth,

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES HERETO, as follows:

1. That Exhibits "A" and "B" which are attached hereto and made a part hereof, are hereby substituted for Exhibits "A" and "B" attached to the original of said Unit Agreement.

2. That said Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico (I-Sec. 452), be, and the same is hereby amended and supplemented by adding thereto the following stipulation:

> "Notwithstanding any provision to the contrary in Section 7, or any other Section, of the Comanche Unit Agreement, all parties signatory to that Agreement hereby agree that each and everyone of the owners of the working interests in lands unitized under the Agreement shall have (1) the right to take in kind that proportionate share of the unitized substances which is allocated or allocable to his working interest in accordance with the provisions of the Agreement, (2) the right to personally sell such proportionate share, and (3) the right to revoke at will any authorization in the Comanche Unit Agreement empowering a representative (or representatives) to sell his proportionate share of the unitized substances if that representative (or representatives) is authorized to sell the shares of more than one owner. An owner, who also acts in a representative capacity, shall be regarded as being "authorized to sell the shares of more than one owner", as the phrase is used in the foregoing sentence, if he also sells or directs the sale of any part of his own share."

3. That said Unit Agreement, as amended and supplemented herein, is hereby in all things ratified and confirmed by the parties hereto.

4. That this amendment and supplement may be executed in any number of counterparts with the same force and effect as if all parties hereto had signed the same instrument and the same shall be binding upon all those who have executed counterparts hereof regardless of whether or not it is executed by all other parties owning or claiming an interest in any of the oil and gas leasehold interests or mineral interests committed to the Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, and this amendatory and supplemental agreement shall become effective upon approval hereof by the New Mexico Oil Conservation Commission, the Commissioner of Public Lands of the State of New Mexico, and by the Director of the United States Geological Survey.

IN WITNESS WHEREOF, this agreement is executed the day and year first hereinabove written.

ATTEST:

_____
Secretary

BUFFALO OIL COMPANY

By_____

Owner of interest shown
Exhibit "B" Tract__ No._____

ATTEST:

_____
Secretary

DeKALB AGRICULTURAL ASSOCIATION, INC.

By_____

Owner of interest shown
Exhibit "B" Tract__ No._____

ATTEST:

_____
Secretary

CITIES SERVICE OIL COMPANY

By_____
Attorney-in-Fact

Owner of interest shown
Exhibit "B" Tract__ No._____

ATTEST:

_____
Secretary

REPOLLO OIL COMPANY

By_____

Owner of interest shown
Exhibit "B" Tract__ No._____

ATTEST:

Secretary

HONOLULU OIL CORPORATION

By_____
PRESIDENT

Owner of interest shown
Exhibit "B" Tract__ No. 41

Ben V. Ballard
Bero Ballard
Owner of interest shown
Exhibit "B" Tracts No. 1,2

Bero Ballard
Ben V. Ballard
Owner of interest shown
Exhibit "B" Tract No. 3

Laura Lodewick
A W Lodewick
Owner of interest shown
Exhibit "B" Tracts No. 9,10,11,21,22

Lillian T. Hinkle
Bennett E. Hinkle
Owner of interest shown
Exhibit "B" Tract No. 8

A W Lodewick
Laura Lodewick
Owner of interest shown
Exhibit "B" Tracts No. 12,16,17,18,24

Lillian Coll
W. M. Coll
Owner of interest shown
Exhibit "B" Tracts No. 4,5,6,7

L. R. Johnson Jr.
Geraldine O. Johnson
Owner of interest shown
Exhibit "B" Tract No. 24

Ora Lodewick
By A W Lodewick Atty in fact
Owner of interest shown
Exhibit "B" Tracts No. 13,14,15,19,20

Jimmie Saunders, Indivly and as Exec. of Est. of N. P. Saunders, Jr. dec'd

Owner ✓ of interest shown
Exhibit "B" Tract__ No. 20

James L. Marshall
Virginia A. Marshall

Owner__ of interest shown
Exhibit "B" Tract__ No. 25

M. C. Lorenzen

Owner__ of interest shown
Exhibit "B" Tract__ No. 22

Margaretta Childress
J. Childress

Owner__ of interest shown
Exhibit "B" Tract__ No. 23

Raymond H. Rice
Jane H. Rice

Owner__ of interest shown
Exhibit "B" Tract 8 No. 61,62

George E. Schultz
Clara R. Schultz

Owner__ of interest shown
Exhibit "B" Tract__ No. 44

Fred A. Behrendt
Myrtle L. Behrendt

Owner__ of interest shown
Exhibit "B" Tract__ No. 36

Hettie E. Rogers

Owner__ of interest shown
Exhibit "B" Tract__ No. 43

John M. Rogers
Pelest. D. Rogers
Owner__ of interest shown
Exhibit "B" Tract__ No. 43

Ernest M. Carter
Ruby J. Carter
Owner__ of interest shown
Exhibit "B" Tract__ No. 37

H. Raymond Anderson
Anne S. Anderson
Owner__ of interest shown
Exhibit "B" Tract__ No. 31

Orvel Greenwood
Artilla Greenwood
Owner__ of interest shown
Exhibit "B" Tract__ No. 56

Charles M. Lawey Sr
Bema Florence H. Lawey
Owner__ of interest shown
Exhibit "B" Tract8__ No. 47,48,49,50,52
Insofar as authority extends
STATE OF NEW MEXICO
Guy Shepard
Commissioner of Public Lands

Owner__ of interest shown
Exhibit "B" Tract__ No. 46

Owner__ of interest shown
Exhibit "B" Tract__ No.

Owner__ of interest shown
Exhibit "B" Tract__ No.

Owner__ of interest shown
Exhibit "B" Tract__ No._____

Owner__ of interest shown
Exhibit "B" Tract__ No._____

Owner__ of interest shown
Exhibit "B" Tract__ No._____

Owner__ of interest shown
Exhibit "B" Tract__ No._____

Owner__ of interest shown
Exhibit "B" Tract__ No._____

Owner__ of interest shown
Exhibit "B" Tract__ No._____

Owner__ of interest shown
Exhibit "B" Tract__ No._____

Owner__ of interest shown
Exhibit "B" Tract__ No._____

STATE OF _____)
)SS
COUNTY OF _____)

On this ___ day of _____, 19___, before me personally appeared _____, to me personally known who being by me duly sworn, did say that he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year last above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ___ day of _____, 19___, before me personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year last above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ___ day of _____, 19___, before me personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year last above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ___ day of _____, 19___, before me personally appeared _____, to me personally known who being by me duly sworn, did say that he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year last above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ___ day of _____, 19___, before me personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Difectors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year last above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ___ day of _____, 19___, before me personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year last above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ___ day of _____, 19___, before me personally appeared _____, to me personally known who being by me duly sworn, did say that he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year last above written.

My Commission Expires
_____

_____
Notary Public

STATE OF CALIFORNIA)
City and)SS
COUNTY OF San Francisco)

On this 17th day of May, 1949, before me personally appeared A. C. MATTEI, to me personally known, who being by me duly sworn, did say that he is the — President of HONOLULU OIL CORPORATION, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Difectors, and said A. C. MATTEI acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year last above written.

My Commission Expires
Aug. 27, 1951

Helen G. Boyle <Helen G. Boyle>
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ___ day of _____, 19___, before me personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ President of _____, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year last above written.

My Commission Expires
_____

_____
Notary Public

STATE OF NEW MEXICO)
)SS
COUNTY OF CHAVES)

On this 27th day of April, 19 49, before me personally appeared Bert Hilbert and wife, Rose Y. Hilbert to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
Oct 3, 1949

Notary Public

STATE OF NEW MEXICO)
)SS
COUNTY OF CHAVES)

On this 27th day of April, 19 49, before me personally appeared S.M.Ledewick and wife, Irene Ledewick to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
Oct 3, 1949

Notary Public

STATE OF NEW MEXICO)
)SS
COUNTY OF CHAVES)

On this 27th day of April, 19 49 before me personally appeared Clarence E.Hinkle, and wife, Lillian T.Hinkle to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
Oct 3, 1949

Notary Public

STATE OF NEW MEXICO)
)SS
COUNTY OF CHAVES)

On this 27th day of April, 1949, before me personally appeared H.W.Coll,and wife,Lillian Coll, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
Oct 3, 1949

Notary Public

STATE OF NEW MEXICO)
)SS
COUNTY OF CHAVES)

On this 27th day of April, 1949, before me personally appeared S.P.Johnson,Jr.,and wife,Geraldine O.Johnson to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
Oct 3, 1949

Notary Public

STATE OF NEW MEXICO)
)SS
COUNTY OF CHAVES)

On this 27th day of April, 1949, before me personally appeared S.W.Lodewick,attorney-in-fact for Cora Lodewick to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed and as the free act and deed of Cora Lodewick.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
Oct 3, 1949

Notary Public

STATE OF NEW MEXICO)
SS
COUNTY OF CHAVES)

On this 27th day of April, 1949, before me personally appeared W. C. Lawrence, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My commission expires: Notary Public.

STATE OF NEW MEXICO)
SS
COUNTY OF CHAVES)

On this 27th day of April, 1949, before me personally appeared Jimmie Saunders, individually, and as executrix of the estate of H. P. Saunders, Jr., deceased, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed, and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My commission expires: Notary Public.

STATE OF NEW MEXICO)
SS
COUNTY OF CHAVES)

On this 27th day of April, 1949, before me personally appeared James Q. Marshall, and wife, Virginia C. Marshall, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My commission expires: Notary Public.

STATE OF NEW MEXICO)
)SS
COUNTY OF CHAVES)

On this 27th day of April, 1949, before me personally appeared Rayburn F.H.Rice, and wife, Jane H.Rice to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
Oct.3, 1949

Notary Public

STATE OF NEW MEXICO)
)SS
COUNTY OF CHAVES)

On this 27th day of April, 1949, before me personally appeared Floyd Childress, and wife, Margaret W.Childress to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
Oct.3, 1949

Notary Public

STATE OF California)
)SS
COUNTY OF Los Angeles)

On this 30 day of April, 1949, before me personally appeared George E.J. Schultz and Clara R. Schultz his wife to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Mary C. Turner
Notary Public

My Commission Expires
June 17, 1950

STATE OF California)
)SS
COUNTY OF Los Angeles)

On this 2nd day of May, 1949, before me personally appeared Fred A. Behrendt (?) Myrtle E. Behrendt his wife to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
Jan. 21, 1951.

Dorothy L. Miller
Notary Public

STATE OF California)
)SS
COUNTY OF Los Angeles)

On this 4th day of May, 1949, before me personally appeared Hettie E. Rogers a widow John W. Rogers & Celeste D. Rogers his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF. I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
Dec. 2, 1951

Lorraine H. Hunter
Notary Public

NOTARY PUBLIC
IN AND FOR THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

STATE OF California)
)SS
COUNTY OF Santa Barbara)

On this 4th day of May, 1949, before me personally appeared Ernest N. Carter and Ruby I. Carter, his wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Paul Bellwood
Notary Public

My Commission Expires
My Commission Expires April 6, 1951

PAUL BELLWOOD
Notary Public
Santa Barbara County

STATE OF Arizona)
COUNTY OF Pima) SS

On this 7th day of May, 1949, before me personally appeared H. Rummerfield Anderson & Anne S. Anderson his wife to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
Jan. 15, 1951

Patricia Ann Taylor
Notary Public

STATE OF NEW MEXICO)
COUNTY OF CHAVES) SS

On this 9th day of May, 19 49, before me personally appeared Orvel Greenwood and Artilla Greenwood, his wife, to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
5-25-50

James D. Jennings
Notary Public

STATE OF ~~NEW MEXICO~~)
COUNTY OF ~~EDDY~~) SS

On this 12th day of May, 19 49, before me personally appeared Charles M. Sawey, Sr. & BERNA FLORENCE M. SAWEY, his wife to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
~~June 25, 1950~~

D. L. Williamson
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 19___, before me personally appeared _____, to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 19___, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ___ day of _____, 19___, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 19___, before me personally appeared _____, to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 19___, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ___ day of _____, 19___, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 19___, before me personally appeared _____, to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 19___, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this ___ day of _____, 19___, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires
_____

_____
Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____, 19___, before me personally appeared _____, to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires

_____

_____
Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____, 19___, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires

_____

_____
Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

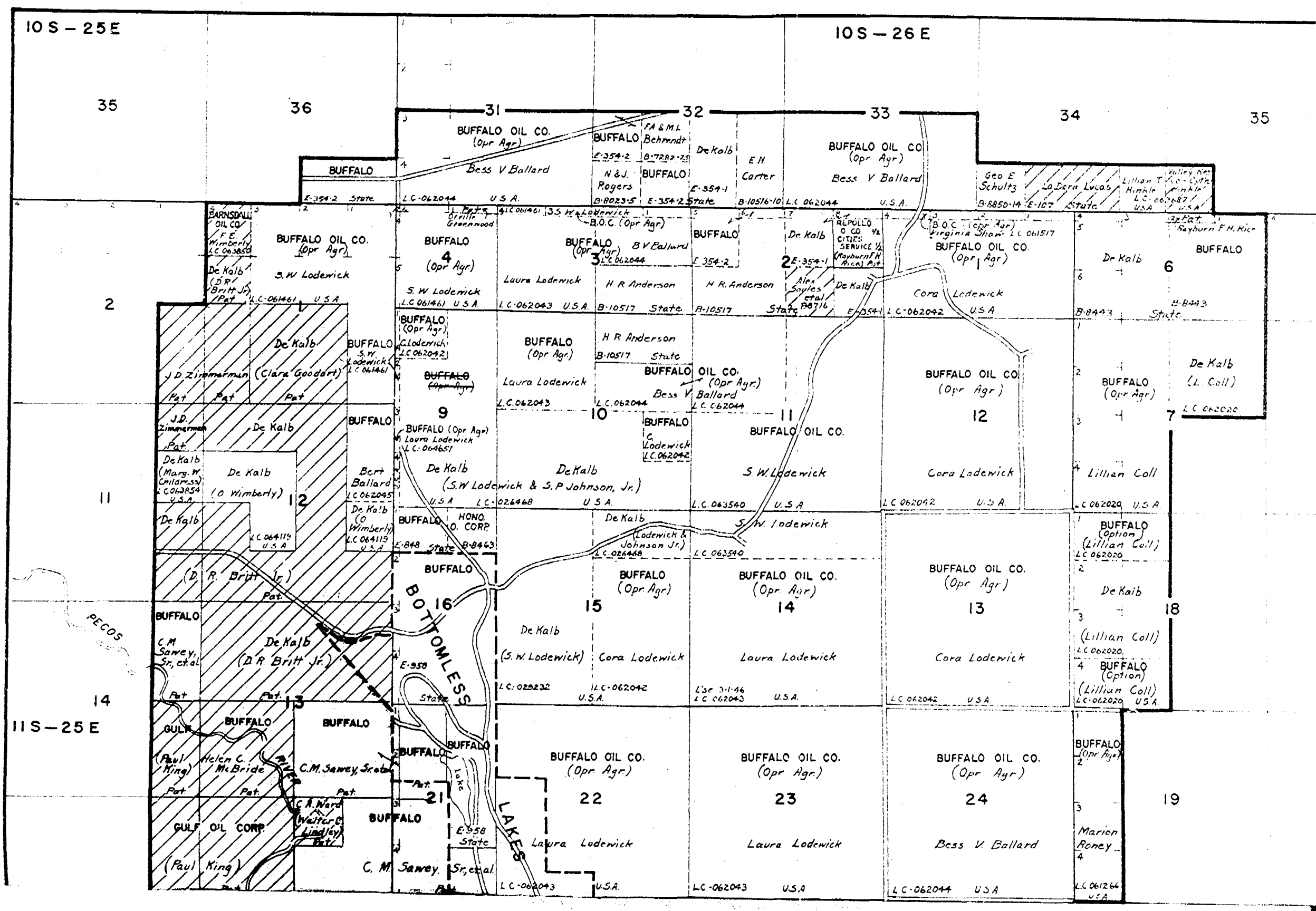
On this ___ day of _____, 19___, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument, and acknowledged that __he__ executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires

_____

_____
Notary Public


10 S — 25 E
10 S — 26 E
11 S — 25 E
PECOS
BOTTOMLESS LAKES
35
36
31
32
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2
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14
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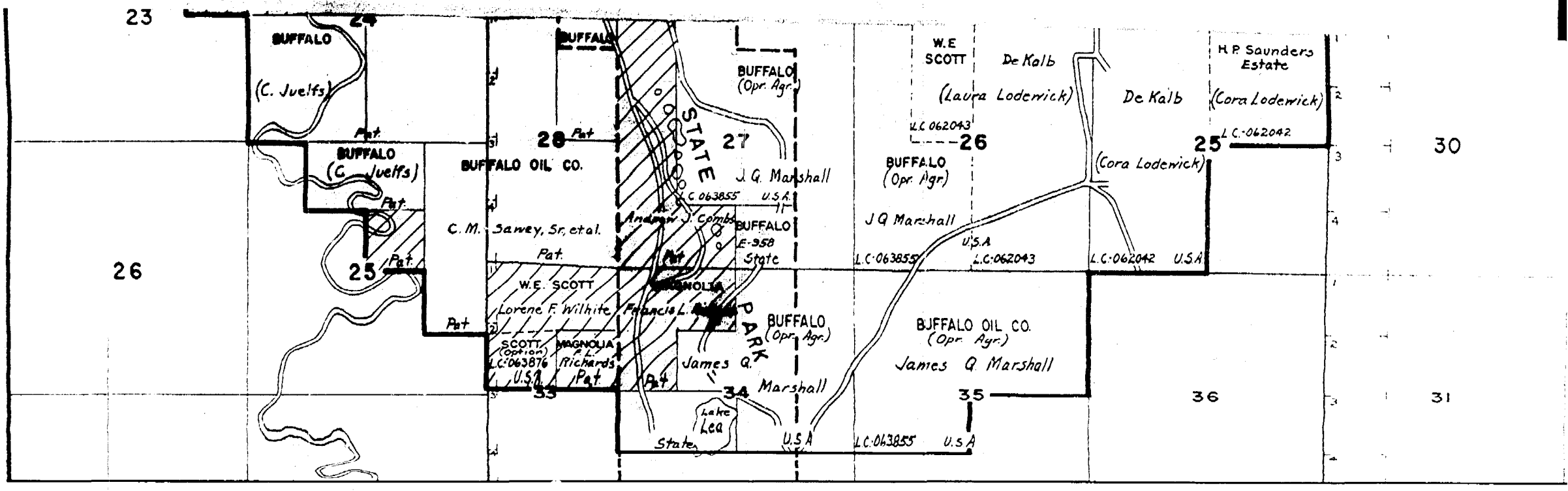
12
BUFFALO OIL CO. (Opr Agr)
Bess V Ballard
BUFFALO
E-354-2 State
L.C.-062044 U.S.A.
N & J. Rogers
B-8023-5
FA & M.L. Behrendt
B-7287-25
De Kalb
E.N. Carter
B-10516-10
Geo E Schultz
B-6850-14
La Dora Lucas
E-107 State
Lillian T. Hinkle
L.C.-063887 U.S.A.
Valley Nat. Co. Cotn. Hinkle
BARNSDALL OIL CO.
F.E. Wimberly
L.C. 063850
De Kalb (D.R. Britt Jr.) Pat
L.C.-061461 U.S.A.
S.W. Lodewick
Orville Greenwood
B.O.C. (Opr Agr)
B V Ballard
L.C. 062044
E 354-2
REPOLLO O CO. 1/2
CITIES SERVICE 1/2
(Rayburn F.H. Rice) Pat
Virginia Shaw L.C. 061517
Rayburn F.H. Rice
Laura Lodewick
L.C.-062043 U.S.A.
H R Anderson
B-10517 State
Alex Sayles et al
B-8716
Cora Lodewick
L.C.-062042 U.S.A.
B-8443 State
J.D. Zimmerman
(Clara Goodart)
Pat
De Kalb (Marg. W. Childress)
L.C. 063854 U.S.A.
(O Wimberly)
L.C. 064119 U.S.A.
Bert Ballard
L.C. 062045
(D.R. Britt Jr.)
C.M. Sawey, Sr. et al.
GULF
(Paul King)
Helen C. McBride
C.M. Sawey, Sr. et al.
C.A. Ward
Walter C. Lindley
GULF OIL CORP.
C. M. Sawey, Sr. et al.
L.C. 061461 U.S.A.
C. Lodewick
L.C. 062042
BUFFALO (Opr Agr)
Laura Lodewick
L.C. 064651
De Kalb (S.W. Lodewick & S.P. Johnson, Jr.)
L.C.-026468 U.S.A.
HONO. O. CORP.
E-848 State
B-8463
S.W. Lodewick
L.C. 063540 U.S.A.
(Lodewick & Johnson Jr.)
(S.W. Lodewick)
Cora Lodewick
L.C.-029232 U.S.A.
L.C.-062042 U.S.A.
L'se 3-1-46
L.C. 062043 U.S.A.
E-958 State
Lake
Bess V. Ballard
L.C.-062044 U.S.A.
Marion Roney
L.C. 061266 U.S.A.
Lillian Coll
L.C. 062020 U.S.A.
(Option)
(Lillian Coll)
L.C. 062020
De Kalb (L. Coll)
L.C. 062020



		ACRES	%
	U. S. LANDS	11,388.31	67.36
	STATE LANDS	1,893.76	11.20
	PATENTED LANDS	3,625.65	21.44
		16,907.72	100.00

PORTION OF UNIT AREA NOT COMMITTED TO UNIT AGREEMENT AS OF FILING DATE, SEPTEMBER 23, 1946

REVISED AS OF APR

MAP OF COMANCHE UNIT AREA

EXHIBIT A

EXHIBIT "B"

SCHEDULE SHOWING THE PERCENTAGE AND KIND OF OWNERSHIP OF OIL AND GAS INTEREST IN ALL LANDS IN THE COMANCHE UNIT AREA

FEDERAL LANDS

Tract No.	Description	No. of Acres	Las Cruces Serial No.	% Royalty Payable to United States	Record Owner of Lease	% of Overriding Royalty under Option Agreement, Operating Agreement or Assignment and Owner	Working Interest Owner and % of Interest
1	Lots 3 & 4, E½SW¼, SE¼ Sec. 31; S½ Sec. 33, T. 10 S., R. 26 E: N½&E¼ Sec. 3; S½NE¼ Sec. 10; NW¼ Sec. 11, T. 11 S., R. 26 E. N.M.P.M.	960.38	062044	12½%	Bess V. Ballard	Bess V. Ballard, 2½% under Operating Agreement	Buffalo Oil Co. 85%. Operating Agreement
2	All Sec. 24, T.11 S., R. 26 E., N.M.P.M.	640.00	062044	12½%	Bess V. Ballard	Bess V. Ballard, 3% under Operating Agreement	Buffalo Oil Co. 84½%. Operating Agreement
3	E½NE¼ Sec. 12, T. 11 S. R. 25 E., N.M.P.M.	80.00	065320	12½%	Bert Ballard	Bert Ballard, 2½% under Operating Agreement	Buffalo Oil Co. 85%. Operating Agreement
4	Lots 1,2,3 & 4, E½W½ Sec. 7, T. 11 S., R. 27 E., N.M.P.M.	300.24	062020	12½%	Lillian Coll	Lillian Coll, 3% under Operating Agreement	Buffalo Oil Co. 84½%. Operating Agreement

FEDERAL LANDS (CONTINUED

Tract No.	Description	No. of Acres	Las Crudes Serial No.	% Royalty Payable to United States	Record Owner of Lease	% of Overriding Royalty under Option Agreement, Operating Agreement or Assignment and Owner	Working Interest Owner and % of Interest
5	NE¼ Sec. 7, T. 11 S., R. 27 E., N.M.P.M.	160.00	062020	12½%	Lillian Coll	Lillian Coll, 3% under Option Agreement	DeKalb Agric. Assoc. Inc. 84½% Option Ag.
6	Lot 1, NE¼NW¼ Lot 4, SE¼SW¼ Sec. 18, T. 11 S., R. 27 E. N.M.P.M.	149.30	062020	12½%	Lillian Coll	Lillian Coll, $500 per acre out of 6¼% under Option Agreement	Buffalo Oil. Co. 81¼%. Option Agreement
7	Lot 2, SE¼NW¼ Lot 3, NE¼SW¼ Sec. 18, T. 11 S., R. 27 E., N.M.P.M.	149.30	062020	12½%	Lillian Coll	Lillian Coll, 3% under Option Agreement	DeKalb Agric. Assoc. Inc. 84½%. Option Agreement
8	SE¼SW¼ Sec. 34; SW¼SW¼ Sec. 35, T. 10 S., R. 26 E., N.M.P.M.	80.00	063687	12½%	Lillian T. Hinkle		Lillian T. Hinkle, Lessee. 87½%
9	SW¼ Sec. 3; NW¼ Sec. 10, T. 11 S., R. 26 E. N.M.P.M.	320.00	062043	12½%	Laura Lodewick	Laura Lodewick, 2½% under Operating Agreement	Buffalo Oil Co. 85%. Operating Agreement
10	S½N½, S½ Sec. 14; all Sec. 22; all Sec. 23, T. 11 S., R. 26 E. N.M.P.M.	1,760.00	062043	12½%	Laura Lodewick	Laura Lodewick, 2½% ORI and $250 per acre payable out of 2½% under Operating Agrmnt.	Buffalo Oil Co. 82½%. Operating Agreement
11	Lots 3 and 4 Sec. 9, T. 11 S., R. 26 E. N.M.P.M.	8.15	064651	12½%	Laura Lodewick	Laura Lodewick, 2% under Operating Agreement	Buffalo Oil Co. 85½%. Operating Agreement
12	Lots 1,2,3, SE¼NW¼, S½NE¼, E½SE¼ Sec.1,T.11S, R.25 E: Lots 1,2,3 & 4 Sec. 3; Lots 2,3,4 & 5, SE¼ Sec. 4; Lots 1 & 2 Sec. 9, T. 11 S. R. 26 E., N.M.P.M.	523.51	061461	12½%	S. W. Lodewick	S. W. Lodewick, 2½% under Operating Agreement	Buffalo Oil Co. 85%. Operating Agreement

FEDERAL LANDS (CONTINUED)

Tract No.	Description	No. of Acres	Las Cruces Serial No.	% Royalty Payable to U.S.	Record Owner of Lease	% of Overriding Royalty under Option Agreement, Operating Agreement or Assignment and Owner	Working Interest Owner and % of Interest
13	S½ Sec. 1; NW¼NE¼ Sec. 9; NE¼SE¼ Sec. 10; all Sec. 12, T. 11 S., R. 26 E., N.M.P.M.	1,040.00	062042	12½%	Cora Lodewick	Cora Lodewick, 2½% under Operating Agreement	Buffalo Oil Co. 85%. Operating Agreement
14	All Sec. 13, T. 11 S., R. 26 E., N.M.P.M.	640.00	062042	12½%	Cora Lodewick	Cora Lodewick, 3% under Operating Agreement	Buffalo Oil Co. 84½%. Operating Agreement
15	S½NE¼, SE¼ Sec. 15, T. 11 S., R. 26 E., N.M.P.M.	240.00	062042	12½%	Cora Lodewick	Cora Lodewick, 2½% ORI and $250 per acre payable out of 2½% under Operating Agreement	Buffalo Oil Co. 82½%. Operating Agreement
16	W½ Sec. 15, T. 11 S., R. 26 E., N.M.P.M.	320.00	029232(a)	5%	DeKalb Agric. Assoc. Inc.	L.C.Campbell 3-3/4% Emmett Patton 3-3/4% S.W. Lodewick 2½% ORI and $250 per acre out of 2½%	DeKalb Agric. Assoc. Inc. 82½%
17	E½, SW¼ Sec. 11, T. 11 S., R. 26 E., N.M.P.M.	480.00	063540	12½%	S. W. Lodewick	S. W. Lodewick, 2½% under Operating Agreement	Buffalo Oil Co. 85% Oper. Agreement
18	N½N½ Sec. 14, T. 11 S., R. 26 E., N.M.P.M.	160.00	063540	12½%	S. W. Lodewick		S. W. Lodewick 87½%
19	W½, Sec. 25, T. 11 S., R. 26 E., N.M.P.M.	320.00	062042	12½%	DeKalb Agric. Assoc. Inc.	Cora Lodewick, 2½% ORI & $250 per acre out of 2½%	DeKalb Agric. Assoc. Inc. 82½%
20	NE¼ Sec. 25, T. 11 S. R. 26 E. N.M.P.M.	160.00	062042	12½%	H.P. Saunders, Jr. Estate	Cora Lodewick, 3% ORI	H.P. Saunders, Jr. Estate 84½%

FEDERAL LANDS (CONTINUED)

Tract No.	Description	No. of Acres	Las Cruces Serial No.	% Royalty Payable to U.S.	Record Owner of Lease	% of Overriding Royalty under Option Agreement Operating Agreement or Assignment and Owner	Working Interest Owner and % of Interest
21	E½ Sec. 26, T. 11 S., R. 26 E., N.M.P.M.	320.00	062043	12½%	DeKalb Agric. Assoc. Inc.	Laura Lodewick, 3%	DeKalb Agric.Assoc. Inc. 84½%
22	E½NW¼ Sec. 26, T. 11 S., R. 26 E., N.M.P.M.	80.00	062043	12½%	W. E. Scott	Laura Lodewick,3% Will Lawrence,2% (until receive $500 per acre)	W. E. Scott 82½%
23	SE¼NE¼ Sec. 11, T. 10 S. R. 26 E., N.M.P.M.	40.00	063854	12½%	DeKalb Agric. Assoc. Inc.	Margaret W. Childress, 2½%	DeKalb Agric. Assoc. Inc. 85%
24	NE¼NE¼, S½NE¼, SE¼ Sec. 9; SW¼, W½SE¼, SE¼SE¼ Sec. 10; N½NE¼ Sec. 15, t. 11 S., R. 26 E.NMPM	640.00	026468(a)	5%	DeKalb Agric. Assoc. Inc.	½% S.W.Lodewick & S.P. Johnson,Jr. 2% Mrs.W.K. Edwards 1½% J. B. Purcell 1½% W. E. Sloop 1½% L. B. Hageman 1½% J. C. Dufo 1½% Emmett Patton 10% Total *	DeKalb Agric. Assoc. Inc. 82½% *also $250 per acre out of 2½% to S. W. Lodewick and S. P. Johnson, Jr.
25	W½NW¼, SW¼ Sec. 26; NE¼, E½NW¼, NE¼SW¼, N½SE¼, SE¼SE¼ Sec. 27; NE¼, SE¼NW¼, N½SE¼ Sec. 34; N½, N½SW¼ Sec. 35, T. 11 S., R. 26 E.	1,320.00	063855	12½%	James Q. Marshall	James Q. Marshall, 2 % under Operating Agreement	Buffalo Oil Co. 85½%. Operating Agreement
26	Lots 1 & 2, W½NE¼, NE¼NE¼ Sec. 33, T. 11 S., R. 26 E. NMPM	133.70	063876	12½%	W. E. Scott	Lorene F. Wilhite, 3%	W. E. Scott 84½%
27	S½NW¼, NE¼SW¼, NE¼SE¼ Sec. 12, T. 11 S. R. 25 E., N.M.P.M.	160.00	064119	12½%	DeKalb Agric. Assoc. Inc.	Ola Wimberly, 2½%	DeKalb Agric. Assoc. Inc. 85%
28	Lot 4 Sec. 1, T. 11 S. R. 25 E., N.M.P.M.	40.18	063850	12½%	Barnsdall Oil Co.	Frank E. Wimberly, 2½%	Barnsdall Oil Co. 85%

FEDERAL LANDS (CONTINUED)

Tract No.	Description	No. of Acres	Las Cruces Serial No.	% Royalty Payable to U.S.	Record Owner of Lease	% of Overriding Royalty under Option Agreement, Operating Agreement or Assignment and Owner	Working Interest and Owner and % of Interest
29	Lots 1,2,3 & 4 Sec. 1, T. 11 S., R. 26 E., N.M.P.M.	23.79	061517	12½%	Virginia Shaw	Virginia Shaw, 2%, under Operating Agreement	Buffalo Oil Co. 85½%. Operating Agreement
30	Lots 1,2,3 & 4 Sec. 19, T. 11 S., R. 27 E. N.M.P.M.	139.76	061266	12½%	Marion Roney, also known as Marian Roney	Marion Roney, also known as Marian Roney, 2%, under Operating Agrmnt.	Buffalo Oil Co. 85½%. Operating Agreement

TOTAL FEDERAL LANDS 11,388.31 acres

STATE LANDS

Tract No.	Description	No. of Acres	Serial No. and Expiration Date	% of Royalty to State of New Mexico	Lease Record Owner and % of Working Interest	% of Overriding Royalty and Owner
31	NE¼SW¼, S½SW¼ Sec. 2; S½SE¼ Sec. 3; N½NE¼ Sec. 10, T. 11 S., R. 26 E., N.M.P.M.	280.00	B-10517 8-10-53	12½%	H. Rummel Anderson 87½%	
32	NW¼SW¼, SE¼SW¼ Sec. 32, T. 10 S., R. 26 E: Lots 5 & 6, NW¼SW¼ Sec. 2, T. 11 S., R. 26 E. N.M.P.M.	131.93	E-354 6-11-55	12½%	Buffalo Oil Co. 87½%	
33	Lot 1, NW¼NE¼ Sec. 16, T. 11 S., R.26E. N.M.P.M.	44.38	E-848 5-10-56	12½%	Buffalo Oil Co. 87½%	

STATE LANLS (CONTINUED)

Tract No.	Description	No. of Acres	Serial No. and Expiration Date	% of Royalty to State of New Mexico	Lease Record Owner and % of Working Interest	% of Overriding Royalty and Owner
34	Lots 2,3 & 4, S½NE¼, SE¼ Sec. 16; E½NE¼, NE¼SE¼ Sec. 21; SW¼SE¼ Sec. 27, T. 11 S., R. 26 E., N.M.P.M.	415.22	E-958 8-10-56	12½%	Buffalo Oil Company 87½%	
35	Lot 1, SE¼ Sec. 6, T. 11 S., R. 27 E. NMPM	166.70	B-8443 12-12-49	12½%	Buffalo Oil Co. 87½%	C. E. Hinkle 1½% Sam'l H. Marshall 1% Bruce Matlock, ½%
36	NE¼SW¼ Sec. 32, T. 10 S., R. 26 E. NMPM	40.00	B-7282 7-1-51	12½%	Fred A. and Myrtle L. Behrendt 87½%	
37	E½SE¼ Sec. 32, T. 10 S. R. 26 E. N.M.P.M.	80.00	B-10516 8-10-53	12½%	Ernest N. Carter 87½%	
38	W½SE¼ Sec. 32, T. 10 S. R. 26 E: Lots 7 & 8, NW¼SE¼, SE¼SE¼ Sec. 2, T. 11 S. R. 26 E. NMPM	171.47	E-354 6-11-55	12½%	DeKalb Agricultural Assoc. Inc. 87½%	
39	S½SW¼ Sec. 36, T. 10 S., R. 25 E., N.M.P.M.	80.00	E-354 6-11-55	12½%	Buffalo Oil Co. 87½%	
40	Lots 3,4,5 & 6, E½SW¼ Sec. 6, T. 11 S., R. 27 E., N.M.P.M.	164.06	B-8443 12-12-49	12½%	DeKalb Agricultural Association, Inc. 87½%	
41	NE¼NE¼ Sec. 16, T. 11 S., R. 26 E. N.M.P.M.	40.00	B-8463 1-8-50	12½%	Honolulu Oil Corp. 87½%	
42	SE¼SW¼, SW¼SE¼ Sec. 34, T. 10 S. R. 26 E. NMPM	80.00	E-107 2-10-55	12½%	LaDora Lucas 87½%	
43	SW¼SW¼ Sec. 32, T. 10 S., R. 26 E., N.M.P.M.	40.00	B-8023 7-1-51	12½%	Hettie E. and John M. Rogers 87½%	

STATE LANDS (CONTINUED)

Tract No.	Description	No. of Acres	Serial No. and Expiration Date	% of Royalty to State of New Mexico	Lease Record Owner and % of Working Interest	% of Overriding Royalty and Owner
44	SW¼SW¼ Sec. 34, T. 10 S., R. 26 E. N.M.P.M.	40.00	B-8850 10-19-50	12½%	Geo. E. Schultz 87½%	
45	SW¼SE¼ Sec. 2, T. 11 S., R. 26 E. NMPM	40.00	B-8716 6-25-50	12½%	Alexander Soules and Walter M. Soules 87½%	
46	N½SW¼ Sec. 34, T. 11 S. R. 26 E. N.M.P.M.	80.00			State of New Mexico (1/8 State Lands Commissioner) (7/8 Science Commission)	
	TOTAL STATE LANDS	1,893.76				

FEE LANDS

Tract No.	Description	No. of Acres	% Royalty Payable to Lessor and Owner	Working Interest Owner and % of Interest
47	SE¼ Sec. 13; W½SE¼ Sec. 21; NE¼NE¼, S½NE¼, SE¼ Sec. 24; E½NE¼, NE¼SE¼ Sec. 25; Lots 1, 2,3 & 4, W½NE¼ Sec. 28, T. 11 S., R. 25 E.,NMPM	747.84	.209816 Selma E. Andrews .209813 Bruce K. Matlock .069939 Donald Winston .069939 D. R. Britt, Jr. .069939 R. R. Hinkle .147325 Charles M. Sawey,Sr. .0625 Virgil M. and Lillie P. Grantham 1/16 .026789 A. W. Wilson .026789 R. R. Culbertson .107150 A. W. Hockenhull	Buffalo Oil Co., except as to interests of A. W. Wilson and R. R. Culbertson which are unleased.

FEE LANDS (CONTINUED)

Tract No.	Description	No. of Acres	% Royalty Payable to Lessor and Owner	Working Interest Owner and % of Interest
48	NE¼NE¼ Sec. 14, T. 11 S., R. 25 E. N.M.P.M.	40.00	.209816 Selma E. Andrews .209813 Bruce K. Matlock .069939 Donald Winston .069939 D. R. Britt, Jr. .069939 R. R. Hinkle .084825 Charles M. Sawey,Sr. .125 George W. Irvin .026789 A. W. Wilson .026789 R. R. Culbertson .107150 A. W. Hockenhull	Buffalo Oil Co., except as to interests of A. W. Wilson and R. R. Culbertson which are unleased.
49	SE¼NE¼ Sec. 14, T. 11 S., R. 25 E. NMPM	40.00	1/4 Bruce K. Matlock 1/4 Selma E. Andrews 1/12 Donald Winston 1/12 R. R. Hinkle 1/12 D. R. Britt, Jr. 1/8 George M. Irvin 1/8 Charles M. Sawey, Sr.	Buffalo Oil Co. 87½%
50	Lots 1,2,3 & 4 Sec. 21, T. 11 S., R. 26 E. N.M.P.M.	25.6	.209816 Selma E. Andrews .209816 Bruce K. Matlock .069939 Donald Winston .069939 R. R. Hinkle .069936 D. R. Britt, Jr. .125 Virgil M. and Lillie P. Grantham 1/8 .084825 Charles M. Sawey, Sr. .026789 R. R. Culbertson .026789 A. W. Wilson .107150 A. W. Hockenhull	Buffalo Oil Co., except as to interests of R. R. Culbertson and A. W. Wilson which are unleased.
51	SW¼ Sec. 13, T. 11 S., R. 25 E., N.M.P.M.	160.00	12½% Helen Chittenden McBride	Buffalo Oil Co. 87½%

FEE LANDS (CONTINUED)

Tract No.	Description	No. of Acres	% Royalty Payable to Lessor and Owners	Working Interest Owner and % of Interest
52	SE¼ Sec. 28, T. 11 S., R. 26 E. N.M.P.M.	160.00	12½% Charles M. Sawey, Sr.	Buffalo Oil Co. 87½%
53	SW¼NW¼ Sec. 1; E½SE¼ Sec. 11: W½NE¼, N½NW¼, W½SW¼, SE¼SW¼, W½SE¼, SE¼SE¼ Sec. 12: N½ Sec. 13, T. 11 S., R. 25 E., N.M.P.M.	840.00	12½% D. R. Britt, Jr.	DeKalb Agricultural Association, Inc. 87½%
54	SW¼ Sec. 24: NW¼NE¼, NE¼NW¼ Sec. 25, T. 11 S. R. 25 E., N.M.P.M.	240.00	12½% Shelby C. Gass and Fern Juelfs Gass	Buffalo Oil Company 87½%
55	W½SE¼, E½SW¼ Sec. 1, T. 11 S., R. 25 E. NMPM	160.00	12½% Clara Goodart	DeKalb Agricultural Association, Inc. 87½%
56	Lot 1 Sec. 4, T. 11 S. R. 26 E., N.M.P.M.	5.63	Orvel Greenwood	Unleased
57	E½SE¼ Sec. 14; E½NE¼ Sec. 23: NW¼ Sec. 24, T.11 S., R.25 E. NMPM	320.00	12½% Paul King	Gulf Oil Corp. 87½%
58	NW¼NE¼ Sec. 24, T. 11 S., R. 25 E. NMPM	40.00	12½% Walter C. Lindley	C. A. Ward 87½%
59	SE¼NE¼ Sec. 28, T. 11 S., R. 26 E. NMPM	40.00	Buffalo Oil Co.	Buffalo Oil Co.
60	SE¼NE¼ Sec. 33; N½NW¼, SW¼NW¼ Sec. 34, T. 11 S., R. 26 E. NMPM	160.00	Francis Leonard Richards	Magnolia Petroleum Company
61	Lot 2, Sec. 6, T. 11 S., R. 27 E. NMPM	6.58	Rayburn F. H. Rice	Unleased

FEE LANDS (CONTINUED)

Tract No.	Description	No. of Acres	% Royalty Payable To Lessor and Owners	Working Interest Owner and % of Interest
62	NE¼SE¼ Sec. 2, T. 11 S., R. 26 E. NMPM	40.00	12½% Rayburn F. H. Rice	Cities Service Oil Co. Repollo Oil Co. (Jointly) 87½%
63	W½SW¼ Sec. 1: E½SE¼ Sec. 2: NE¼NE¼ Sec. 11, T. 11 S, R. 25 E. NMPM	200.00	J. D. Zimmerman	Unleased
64	SW¼NE¼ Sec. 25, T. 11 S. R. 25 E. NMPM	40.00	Ownership not determinable at present time	
65	W½NW¼, SE¼SE¼ Sec. 21; W½W½, SE¼SW¼ Sec. 27; NE¼NE¼ Sec. 28, T. 11 S., R. 26 E. NMPM (Fee Lands acquired by State by condemnation for State Park)	360.00	12½% State of New Mexico	Buffalo Oil Co. 87½% (Lease in process of being issued)
	TOTAL FEE LAND	3,625.65		

RECAPITULATION

FEDERAL LANDS	11,388.31
STATE LANDS	1,893.76
FEE LANDS	3,625.65
TOTAL	16,907.72

Revised as of April 20, 1949

s

CERTIFICATE OF APPROVAL
BY
NEW MEXICO OIL CONSERVATION COMMISSION

The New Mexico Oil Conservation Commission hereby acknowledges receipt of a copy of the above and foregoing amendment and supplement to the Unit Agreement for the development and operation of the Comanche Area, Chaves County, New Mexico, I-SEC. 452, and hereby approves said amendment and supplement as of this the _____ day of _____, 1949.

OIL CONSERVATION COMMISSION

By_____

_____

_____

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CERTIFICATE OF APPROVAL
BY
COMMISSIONER OF PUBLIC LANDS
OF THE STATE OF NEW MEXICO

That the undersigned Commissioner of Public Lands of the State of New Mexico does hereby acknowledge receipt of a copy of the above and foregoing amendment and supplement to the Unit Agreement for the development and operation of the Comanche Area, Chaves County, New Mexico, I-SEC. 452, and hereby approves said amendment and supplement as of this the ___ day of _____,1949.

_____
Commissioner of Public Lands
State of New Mexico

CERTIFICATE OF APPROVAL
BY
THE DIRECTOR OF THE
UNITED STATES GEOLOGICAL SURVEY

Pursuant to the authority vested in the Secretary of the Interior under the Act approved February 25, 1920, 41 Stat. 436, 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 C.F.R. sec. 4.611, 12 F.R. 6784, I do hereby:

Approve the attached amendment and supplement to the Unit Agreement for the development and operation of the Comanche Area, Chaves County, New Mexico, I-SEC. 452.

Dated this the 7 day of JUL, 1949.

Julian D. Sears
Acting Director
United States Geological Survey

GAO:MOK 2/13/46 800

DEPARTMENT OF THE INTERIOR

UNITED STATES OF AMERICA

WASHINGTON, D. C.

IN THE MATTER OF APPLICATION FOR DESIGNATION OF Comanche UNIT AREA.	)

Application for Designation of a Unit Area for the Comanche Area in the State of New Mexico.

TO THE HONORABLE SECRETARY OF THE INTERIOR:

The application of HIGHLAND OIL CORPORATION, a Delaware corporation, hereinafter referred to as "Applicant", respectfully shows:

That the following described area lies on the Northwestern Shelf of the South Permian structural Basin and includes parts of T. 10 S., R. 25 E., T. 10 S., R. 26 E., T. 11 S., R. 25 E., T. 11 S., R. 26 E., and T. 11 S., R. 27 E., New Mexico Principal Meridian in the State of New Mexico. Said area, hereinafter referred to as the "Comanche Area" is described as follows:

New Mexico Principal Meridian, Chaves County, New Mexico

T. 10 S., R. 25 E.,

Sec. 36, S-1/2 NW-1/4.

T. 10 S., R. 26 E.,

Sec. 31, S-1/2;
Sec. 32, S-1/2;
Sec. 33, S-1/2;
Sec. 34, S-1/2 N-1/2;
Sec. 36, SW-1/4 SW-1/4.

T. 11 S., R. 25 E.,

Sec. 1, all;
Sec. 2, E-1/2 SW-1/4;
Sec. 11, E-1/2 E-1/2;
Sec. 12, all;
Sec. 13, all;
Sec. 14, E-1/2 E-1/2;
Sec. 23, E-1/2 NE-1/4;
Sec. 24, all;
Sec. 25, NW-1/4, NE-1/4 NW-1/4, NE-1/4 SE-1/4.

T. 11 S., R. 26 E.,

Fract. Sec. 1, all;
Fract. Sec. 2, all;
Fract. Sec. 3, all;
Fract. Sec. 4, all;
Fract. Sec. 9, all;
Sec. 10, all;
Sec. 11, all;
Sec. 12, all;
Sec. 13, all;
Sec. 14, all;
Sec. 15, S-1/2, S-1/2 N-1/2, NE-1/4 NW-1/4, NW-1/4 NW-1/4, and the NE-1/4 NW-1/4 and the NE-1/4 NE-1/4, EXCEPTING FROM said last two (2) mentioned quarter-quarter sections all the oil and gas lying above 1800' below the surface of the ground;
Fract. Sec. 16, all;
Fract. Sec. 21, all;
Sec. 22, all;
Sec. 23, all;
Sec. 24, all;
Sec. 25, N-1/2, SW-1/4;
Sec. 26, all;
Sec. 27, all;
Fract. Sec. 28, all;
Fract. Sec. 33, N-1/2;
Sec. 34, N-1/2, N-1/2 S-1/2;
Sec. 35, N-1/2, S-1/2 SW-1/4.

T. 11 S., R. 27 E.,

Fract. Sec. 6, all;
Sec. 7, N-1/2, SW-1/4;
Sec. 18, N-1/2;
Sec. 19, N-1/2 N-1/2.

Applicant hereby respectfully requests the Secretary of the Interior to designate the above described ~~East~~ ~~Comanche~~ Comanche Area in New Mexico as a unit area pursuant to the Act of Congress approved February 25, 1920, entitled "An act to promote the mining of coal, phosphate, oil, oil shale, gas and sodium on the public domain", 41 Stat. 443, 446, 450, as amended or supplemented by the acts of March 4, 1931, 46 Stat. 1523, and August 21, 1935, 49 Stat. 677, 678; 30 U. S. C. 226, 184 and 189.

There is attached hereto, marked "Exhibit A", and by reference made a part hereof, a map outlining the desired unit area and showing by distinct symbols or colors state land, privately owned land, public land identified by Land

Office serial numbers, and ownership of all land in said area. Supporting this application and filed concurrently herewith is a geological report substantiating this application, to which reference is hereby made for further particulars.

The granting of this application to designate said ~~East~~ Comanche Area as a unit area, as herein requested, is necessary and advisable in the public interest, and the proposed unit area is reasonable and proper in that said geologic structure covers a large area composed of privately owned, state owned and federally owned land. The development of such an area by more than one operator operating independently would result in the duplication of effort, economic waste of materials, labor and natural resources. Development as a unit will permit a greater recovery of the oil and gas through adequate and effective control and prevention of wastage of reservoir energy through secondary recovery operations. The size of the unit area justifies operations on a large scale for the discovery, development, production and transportation of oil and gas and will conserve natural resources and prevent avoidable waste of oil and gas.

Applicant hereby requests that the geological report accompanying this application be considered confidential and that said report and its contents be not disclosed except to those persons in the Department of the Interior who are required to pass upon this application.

Dated this 28th day of February, 1946.

HIGHFIELD OIL CORPORATION

By [signature]
Vice President

[signature]
Secretary

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STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

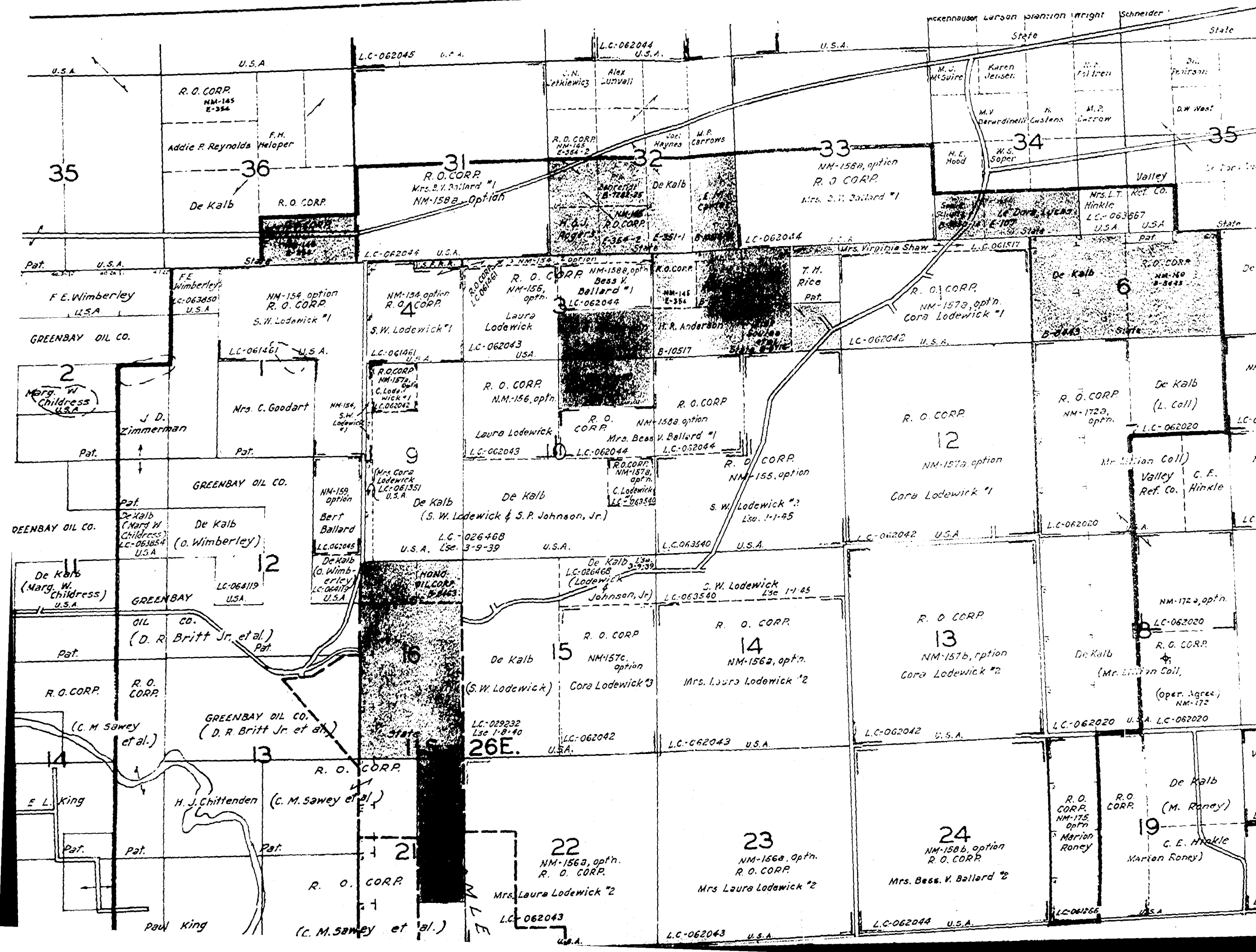
On this 12th day of ~~February~~ March, in the year 1946, before me, HAZEL F. LOCKHART, a Notary Public in and for said County and State, personally appeared FRANK A. MORGAN, known to me to be the Vice President, and GRAVE B. BONNER, known to me to be the Secretary of MORNINGLE OIL CORPORATION, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Hazel F. Lockhart
Notary Public in and for said
County and State

My commission expires:

My Commission Expires February 3, 1950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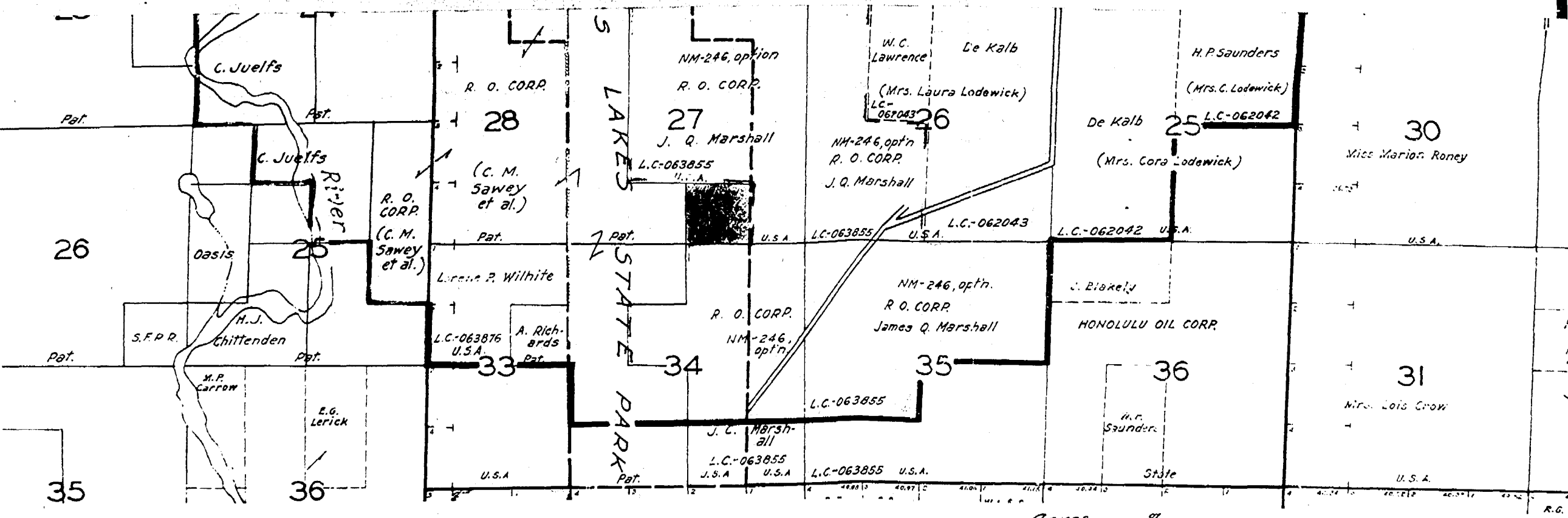
R. O. CORP.
NM-145
E-354
Addie P. Reynolds
F.H. Heloper
De Kalb
R. O. CORP.
R. O. CORP.
Mrs. B. V. Ballard "1
NM-158a, Option
L.C-062045
L.C-062044
U.S.A.
Alex Lunvali
Joel Haynes
M.P. Carrows
De Kalb
NM-158a, option
R. O CORP.
Mrs. B. V. Ballard "1
M.J. McGuire
Karen Jensen
M.V. Berardinelli
Custens
M.P. Carrow
H.E. Hood
W.S. Soper
Valley
Mrs. L.T. Hinkle
L.C-063667
Valley Ref. Co.
D.W. West
State
Pat.
F.E. Wimberley
L.C-063850
F E. Wimberley
U.S.A
GREENBAY OIL CO.
NM-154 option
R. O. CORP.
S. W. Lodewick "1
LC-061461
NM-154 option
R. O. CORP.
S.W. Lodewick "1
L.C-061461
R. O. CORP.
NM-156, optn.
Laura Lodewick
L.C-062043
USA.
R. O. CORP.
NM-1588, optn
Bess V. Ballard "1
L.C-062044
H. R. Anderson
B-10517
T.H. Rice
Pat.
Mrs. Virginia Shaw
L.C-061517
R. O. CORP.
NM-157a, opt'n.
Cora Lodewick "1
LC-062042
De Kalb
6
R. O. CORP.
NM-150
B-8443
2
Marg. W. Childress
J. D. Zimmerman
Mrs. C. Goodart
NM-154, S.W. Lodewick "1
R.O.CORP. NM-157a, Opt'n C. Lodewick "1 L.C.062042
9
(Mrs. Cora Lodewick L.C-061351 U.S.A.
R. O. CORP.
N.M.-156, opt'n.
Laura Lodewick
L.C-062043
R. O. CORP.
NM-158a option
Mrs. Bess V. Ballard "1
L.C-062044
R. O. CORP.
NM-157a, opt'n.
C. Lodewick
LC-063540
R. O. CORP.
NM-155, option
S. W. Lodewick "2
Lse. 1-1-45
R. O. CORP.
12
NM-157a option
Cora Lodewick "1
R. O. CORP.
NM-172a, opt'n.
De Kalb
(L. Coll)
L.C-062020
Mr. Lillian Coll)
Valley Ref. Co.
C. E. Hinkle
GREENBAY OIL CO.
NM-159 option
Bert Ballard
L.C.062045
De Kalb
(S. W. Lodewick & S.P. Johnson, Jr.)
L.C-026468
Lse. 3-9-39
U.S.A.
De Kalb
(Marg. W. Childress)
L.C-063854
U.S.A
De Kalb
(O. Wimberley)
11
De Kalb
(Marg. W. Childress)
U.S.A.
12
LC-064119
U.S.A.
De Kalb
(O. Wimberley)
LC-064119
U.S.A.
(HONO-OIL CORP.
De Kalb
L.C-026468
(Lodewick & Johnson, Jr)
S. W. Lodewick
Lse 1-1-45
L.C-063540
GREENBAY OIL CO.
(D. R. Britt Jr. et al.)
16
De Kalb
15
(S. W. Lodewick)
R. O. CORP.
NM-157c, option
Cora Lodewick "3
R. O. CORP.
14
NM-156a, opt'n.
Mrs. Laura Lodewick "2
R. O CORP.
13
NM-157b, rption
Cora Lodewick "2
De Kalb
(Mr. Lillian Coll,
(oper. Agree.)
NM-172
R. O. CORP.
NM-172a, opt'n.
L.C-062020
R. O. CORP.
(C. M. Sawey et al.)
GREENBAY OIL CO.
(D. R. Britt Jr. et al.)
State
L.C-029232
Lse 1-8-40
26E.
L.C-062042
L.C-062043
L.C-062042
L.C-062020
14
13
R. O. CORP.
(C. M. Sawey et al.)
E. L. King
H. J. Chittenden
21
22
NM-156a, opt'n.
R. O. CORP.
Mrs. Laura Lodewick "2
L.C-062043
23
NM-156a, opt'n.
R. O. CORP.
Mrs Laura Lodewick "2
24
NM-158b, option
R. O. CORP.
Mrs. Bess. V. Ballard "2
L.C-062044
R. O. CORP.
NM-175, optn
Marion Roney
R. O. CORP.
De Kalb
(M. Roney)
19
C. E. Hinkle
Marion Roney)
Pat.
Paul King
R. O. CORP.
(C. M. Sawey et al.)
MLE



		Acres	%
	U. S. LANDS	11,693.68	69.16
	STATE LANDS	1,510.36	8.93
	PATENTED LANDS	3,705.65	21.91
		16,909.69	100.00

MAP OF ~~EAST ROSWELL~~ COMANCHE UNIT AREA

EXHIBIT A

4/9/46 GAG:McM

BEFORE THE OIL CONSERVATION COMMISSION

OF THE STATE OF NEW MEXICO

IN THE MATTER OF THE APPLICATION)
OF RICHFIELD OIL CORPORATION, A)
DELAWARE CORPORATION, FOR AN ORDER)
OF APPROVAL OF THE UNIT AGREEMENT)
FOR THE DEVELOPMENT AND OPERATION)
OF THE COMANCHE AREA, CHAVES COUNTY,)
NEW MEXICO.)

Geologic Report Accompanying
Application for an Order of
Approval of the Unit Agreement
for the Development and Operation of the Comanche Area,
Chaves County, New Mexico.

TO THE OIL CONSERVATION COMMISSION OF THE STATE OF NEW MEXICO:

The following geologic report is filed concurrently with and accompanies the application of Richfield Oil Corporation, a Delaware corporation, for an order of approval of the Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, reference to which said application is hereby made for further particulars, and the proposed Comanche Unit Area therein described is incorporated herein and by reference made a part hereof and is hereinafter referred to as the "proposed unit area".

INTRODUCTION

Richfield Oil Corporation, hereinafter referred to as "Richfield", has for over two years intensively explored for geologic structures favorable for oil accumulation in Chaves County, New Mexico. Among the several techniques used during this period the seismograph has proved to be the most reliable for those areas where acceptable results can be obtained. After exten-

sive use of all methods Richfield drilled an exploratory well to basement for stratigraphic information essential to evaluation of the oil possibilities. Results of this exploratory work have established that the proposed unit area is particularly encouraging for exploration for commercial oil accumulation in deep strata. This conclusion is supported by the strategically high structural position of this area on an extensive homocline dipping easterly into an oil producing basin, (see Regional Map of Middle Pecos Valley Area, New Mexico, attached hereto, marked "Exhibit B", and by reference made a part hereof), the presence within the area of wells which have produced oil from shallow beds, local geologic structure as outlined by the seismograph, an encouraging stratigraphic section, and the presence of strong showings of oil and gas in the deeper beds penetrated by the Richfield U. S. Coll No. 1, the recently abandoned exploratory well which is located outside of and along the east edge of the proposed unit area.

REGIONAL GEOLOGIC SETTING

GENERAL.

Regional relationships of the proposed unit area are shown on said Exhibit B. The area lies on the Northwestern Shelf of the South Permian Basin, 35 miles north of the producing fields of the Maljamar-Artesia trend. It contains within its boundary a small oil field, named the Comanche field, with three shallow wells which have produced oil from the Permian. All of the oil and

gas lying above fifteen hundred feet (1500') below the surface of the ground in 320 acres surrounding these three small wells are excluded from the proposed unit area. The nearest ~~pre~~-Permian production outside the block lies 35 miles east-southeast in the Caprock field and comes from the Queen sand of upper Permian. The nearest pre-Permian production is in the Jones field 100 miles east-southeast, in northwest Gaines County, Texas.

REGIONAL STRUCTURE.

The regional structure of the Northwestern Shelf area consists of a Permian homocline dipping east-southeast. Subsurface contours on the top of the San Andres show an average easterly dip of about 60 feet per mile between Roswell and the Caprock field, a distance of 40 miles. On this regional homocline are a number of local surface structural features such as the Y-O overthrust anticline, the Six Mile anticline, and the Elkins anticline, and, in addition, numerous subsurface structures which are apparent after detailed seismograph work. One of these subsurface structures is the well-defined anticline of the proposed unit area centering in Section 14, Township 11 South, Range 26 East, (see seismograph structure contours shown on map, "Exhibit A", attached hereto and by reference made a part hereof).

REGIONAL STRATIGRAPHY.

The regional stratigraphic section consists of Triassic red beds and sandstones of variable thickness; a thick section of Permian red beds,

evaporites and dolomites; a section of varying thickness of Pennsylvanian limestones, shales, and sandstones; and, below an unconformity at the base of the Pennsylvanian, an appreciable thickness of pre-Pennsylvanian sedimentary rocks which lie directly upon the pre-Cambrian basement (see Exhibit C). The following table lists the recognized rock formations and their known thicknesses at various points within this region, see plat showing Interpreted Regional Geologic Section from Sacramento Mountains to Northwest Gaines County, Texas, attached hereto, marked "Exhibit C", and by reference made a part hereof, (see Exhibit C for locations):

	Sacramento Mountains (feet)	Stanolind No. 1 Pichacho (feet)	Richfield No. 1 Coll (feet)	DeKalb No. 1 White (feet)	Amerada No. 1-A Jones (feet)
Whitehorse	None	None	1,075	1,640	2,540
San Andres	850±	377±	1,190	1,250	1,450
Glorieta-Yeso	550±	1,883	2,285	2,360	1,780
Abo	650±	278	720	920	1,320
Hueco	None	None	215	330	110
Pennsylvanian	1,100±	None	775	717+	1,125
Mississippian	263±	None	None		750
Devonian-Silurian	155±	None	357		455+
Ordovician	348±	None	None		
Pre-Cambrian	10*	333*	13*		

*Observed or penetrated

LOCAL GEOLOGIC SETTING

The proposed unit area, lying in the up-dip part of the Northwestern Shelf of the South Permian Basin, occupies a high structural position in relation to the major easterly dipping homocline of the Shelf area and to most of the oil productive areas of the Permian Basin of West Texas and Southeast New Mexico. The area includes a small oil field

in upper Permian rocks and, were wells sufficiently abundant and properly spaced, it is probable that structural closure in these shallow beds could be demonstrated. The gypsum bearing Permian red beds lying at or near the surface are not useful as a guide to local structure, due principally to the poor quality or lack of exposures and to extensive solution cavities and surface slumping.

SIGNIFICANCE OF COMANCHE OIL FIELD.

The small Comanche field, with its three shallow wells either idle or abandoned, is located in the NE-1/4 of the NW-1/4 and the NE-1/4 of the NE-1/4 of Section 15, Township 11 South, Range 26 East. Discovered in 1936 the field produced a total of 11,250 barrels of oil to the end of 1943. The production in 1943, the last recorded year, was 380 barrels. The producing horizon is in the upper San Andres (Permian). Although this field is of little economic importance the presence of Permian production has considerable geologic significance in that Permian productive "highs" commonly overlie highly productive pre-Permian "highs". Prolific pre-Permian production has been found beneath Permian production in the Penrose field of Lea County, New Mexico, and in the Jones, Fullerton, Embar, Bedford, Keystone, Sand Hills, Abell, Apco, Big Lake, and other fields of West Texas.

SUBSURFACE STRUCTURE.

Extensive use of a reflection seismograph crew, especially equipped to obtain results under the conditions existing in this area, has established the

presence of an anticline with known closure of about 100 feet on a horizon near the top of the Abo formation (lower Permian). Almost no information was obtainable with the seismograph north and west of this area of known closure. Additional evidence, including the structural relation of this anticline to said Coll No. 1 well in which occurred excellent showings of oil in the Devonian, indicates that this well is within the closed area, and that an additional closure of from 75 feet to 100 feet is present. Probable total closure at the top of the Abo, therefore, is 175 to 200 feet.

Structural closure in the Devonian cherty dolomite, the encouraging reservoir rock which unconformably underlies the Pennsylvanian in this immediate area, may be appreciably greater and may cover a larger area than that shown for the top of the Abo.

STRATIGRAPHIC SECTION.

It is expected that a well drilled on the closed anticline in the proposed unit area will encounter the same stratigraphic section as that penetrated by the Richfield U. S. Coll No. 1 well located along the eastern edge of this area. The Coll well was spudded on August 19, 1945, drilled to 6,630 feet, and abandoned in basement on January 16, 1946. The formations penetrated by this well include 5,485 feet of Permian, 775 feet of Pennsylvanian, 357 feet of Devonian or older age, and 13 feet of igneous rock at the bottom, see local cross section based upon combined subsurface and geophysical data, attached hereto, marked "Exhibit D", and by reference

made a part hereof. The most promising stratigraphic interval for oil possibilities in the 357 feet of Devonian or older rocks which here consist principally of cherty dolomite. This section is similar to the type of cherty dolomite that produces prolifically on the Central Basin platform in West Texas and which there is called Devonian. On the electric log of the Coll well this section appears to have considerable porosity. The strongest oil and gas shows were below 6,260 feet in Devonian and warranted testing. A preliminary formation test in this dolomite from 6,276 to 6,350 feet yielded a small flow of sweet gas, accompanied by some free oil and salt water. Two production tests through perforations in the same zone yielded approximately the same quantity of gas and considerable salt water colored with oil. Because of these shows and the known structural relation of this well to the closed subsurface anticline in deep-seated rocks of the proposed unit area, it is evident that the structurally higher parts of the seismograph anticline lying to the west of this well should encourage additional exploration.

SUMMARY OF GEOLOGICAL INFORMATION

The proposed unit area has been selected by Richfield for wildcat exploration for oil because of geological evidence considered to be outstandingly favorable. This evidence may be summarized as follows:

1. Its high structural position with regard to regional structure and the oil producing province of the Permian Basin is favorable.

2. A small shallow non-commercial oil field near its center is particularly significant in indicating favorable local structure. Deep drilling within or near known minor occurrences of oil in shallow beds has led to many major discoveries.

3. Seismograph data have established the presence of an anticline in deep Permian beds which, with little doubt, marks the position of an anticline of equal if not greater size in underlying Devonian rocks.

4. Richfield's Coll No. 1 well, recently abandoned along the eastern edge of the proposed unit area, established the presence in the Northwestern Shelf of a major unconformity at the base of the Pennsylvanian and immediately overlying a favorable section of porous Devonian dolomite which, heretofore, has been known only in subsurface producing areas of the Basin to the east and southeast.

5. The Devonian dolomite in the Coll No. 1 well yielded flowing gas and strong showings of oil. The known structural relation between this well and the anticline in the proposed unit area indicates that this well is on the eastern edge of an oil field in the Devonian dolomite.

Richfield hereby requests that this geologic report be considered confidential and that this report and its contents be not disclosed except to those persons in the Oil Conservation Commission who are required to pass upon the application of Richfield for an order approving said unit agreement.

Dated this 10th day of April, 1946.

RICHFIELD OIL CORPORATION

By _____
Vice President

_____
Secretary

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

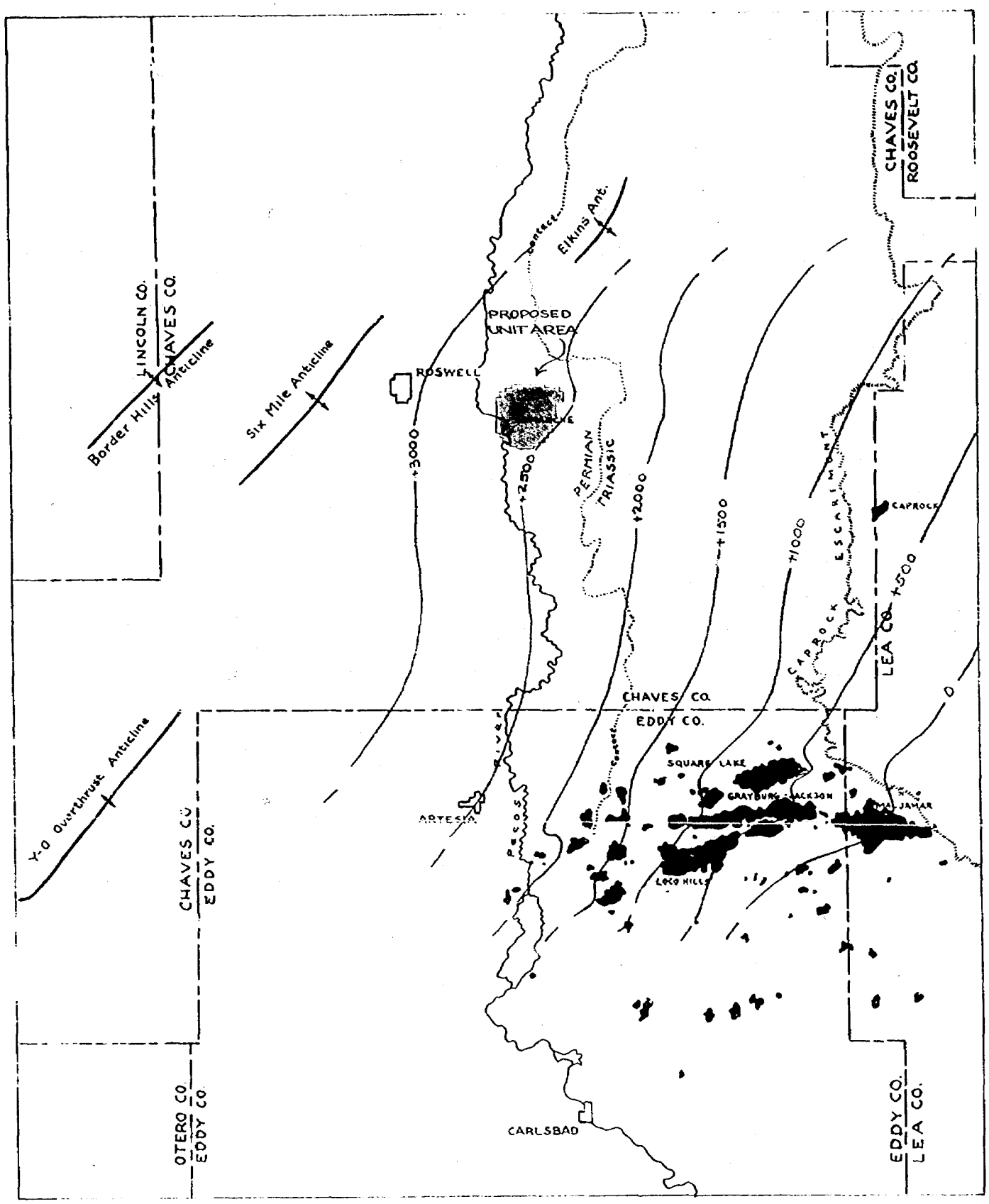
On this 12th day of April, in the year 1946, before me, GEORGE R. SHEPPARD, a Notary Public in and for said County and State, personally appeared FRANK A. MORGAN, known to me to be the Vice President, and CLEVE B. BONNER, known to me to be the Secretary of RICHFIELD OIL CORPORATION, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESSES WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

George R. Sheppard
Notary Public in and for said
County and State

My commission expires:
My Commission Expires Dec. 31, 1949

RICHFIELD OIL CORPORATION



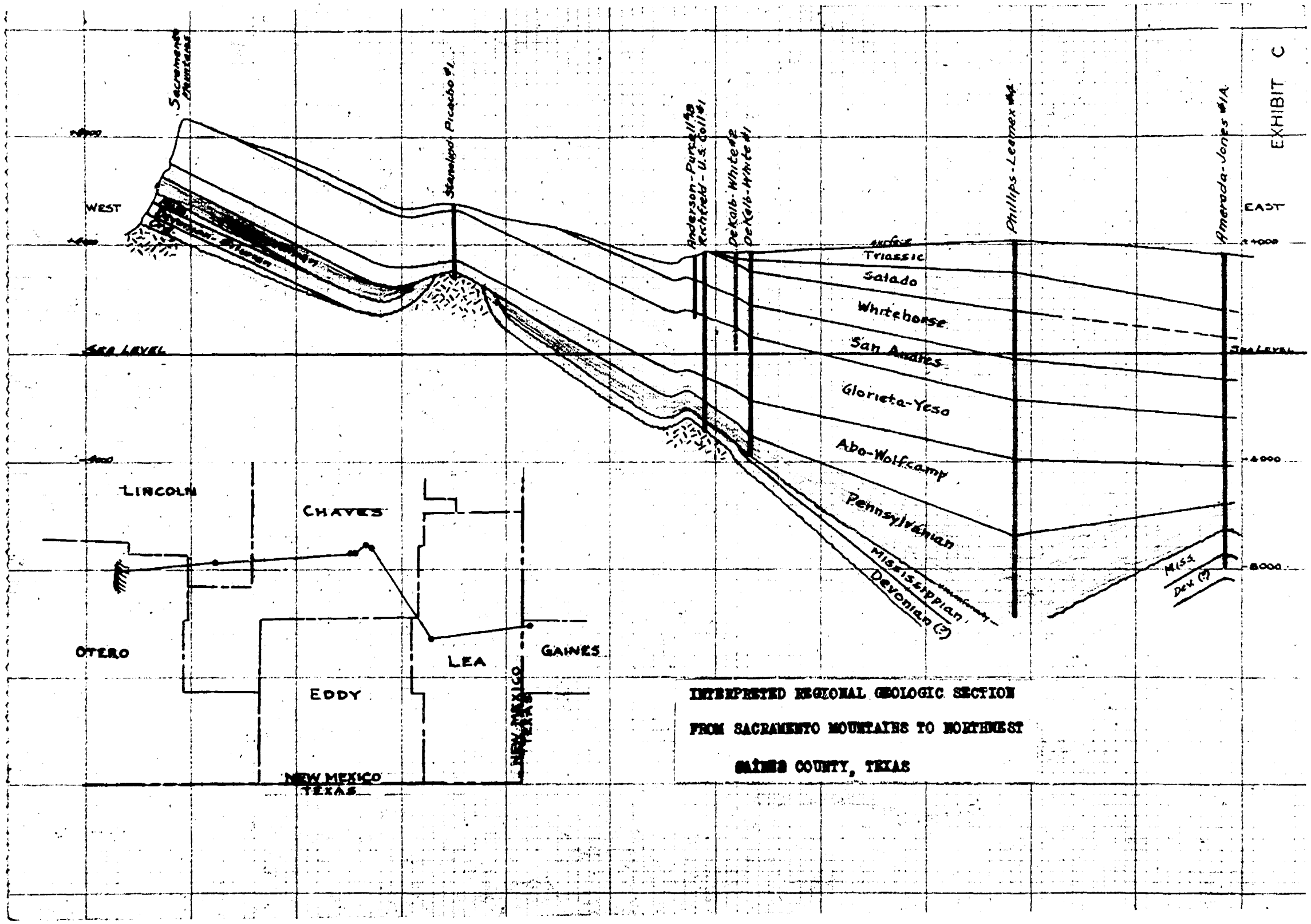
Producing area - oil or gas
Permian - Triassic Contact
Caprock Escarpment
Surface anticlines
500' Contours on top San Andres

REGIONAL MAP
OF
MIDDLE PECOS VALLEY AREA
NEW MEXICO

JANUARY 23, 1945

EXHIBIT B

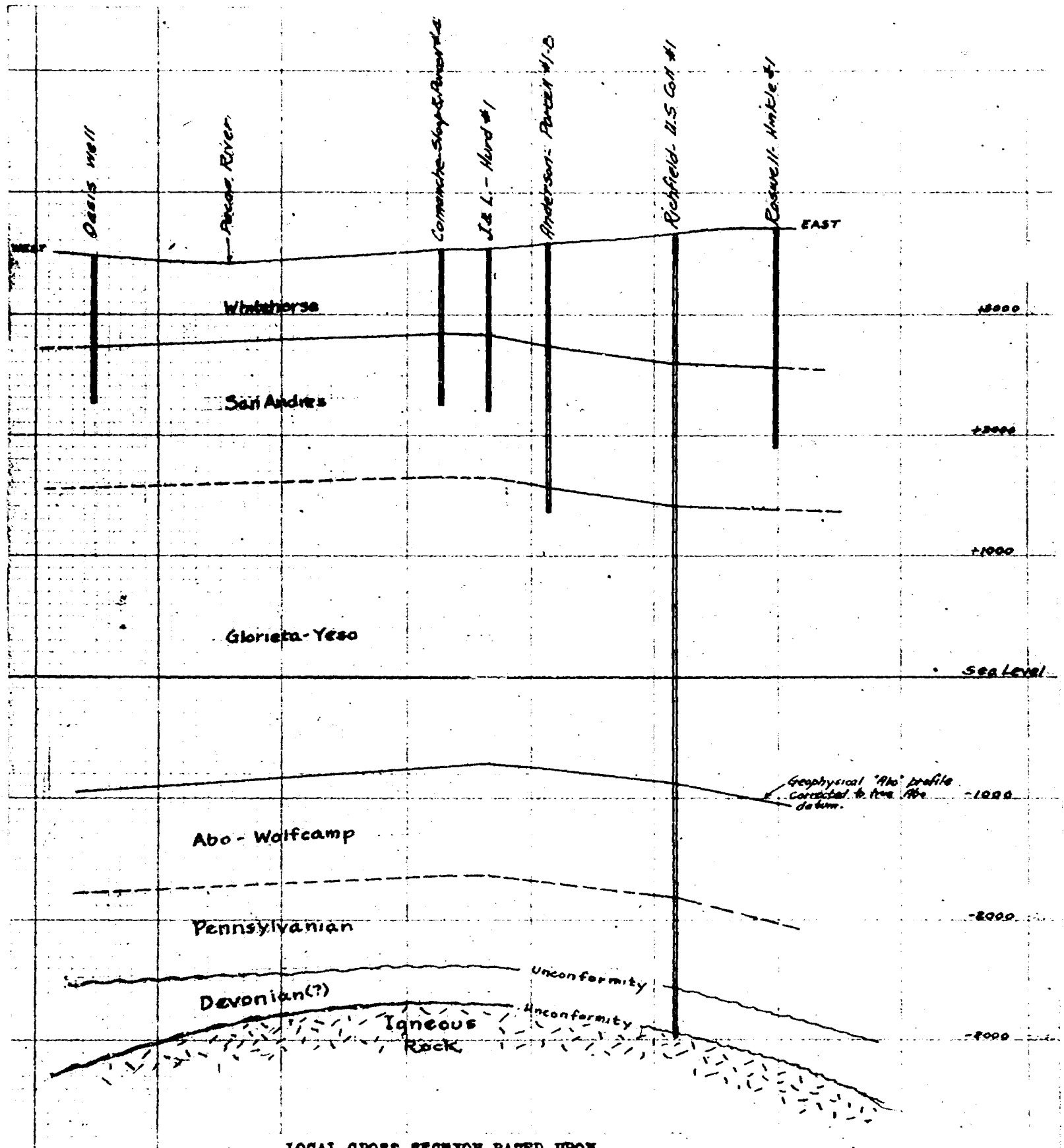
EXHIBIT C



INTERPRETED REGIONAL GEOLOGIC SECTION

FROM SACRAMENTO MOUNTAINS TO NORTHWEST

GAINES COUNTY, TEXAS



LOCAL CROSS SECTION BASED UPON COMBINED SUBSURFACE AND GEOPHYSICAL DATA

EXHIBIT D

GAG:McM 4/9/48 Rec

BEFORE THE OIL CONSERVATION COMMISSION

OF THE STATE OF NEW MEXICO

IN THE MATTER OF THE APPLICATION OF RICHFIELD OIL CORPORATION, A DELAWARE CORPORATION, FOR AN ORDER OF APPROVAL OF THE UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE COMANCHE AREA, CHAVES COUNTY, NEW MEXICO, WITHIN TOWNSHIP 10 SOUTH, RANGE 25 EAST, AND TOWNSHIP 11 SOUTH, RANGE 25 EAST, AND TOWNSHIP 10 SOUTH, RANGE 26 EAST, AND TOWNSHIP 11 SOUTH, RANGE 26 EAST, AND TOWNSHIP 11 SOUTH, RANGE 27 EAST, NEW MEXICO PRINCIPAL MERIDIAN.	)

TO THE OIL CONSERVATION COMMISSION OF THE STATE OF NEW MEXICO:

The application of RICHFIELD OIL CORPORATION, a Delaware corporation, hereinafter referred to as "Applicant", respectfully shows:

I.

There is presented to the Oil Conservation Commission of the State of New Mexico the proposed form of Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, hereinafter referred to as "said unit agreement"; that a true copy of the proposed form of unit agreement is attached hereto, marked "Exhibit A", and by reference made a part hereof; that the unit area described therein has heretofore been approved by the United States Geological Survey; that the form of unit agreement, Exhibit A, has heretofore been approved as to form by the Secretary of the Interior of the United States and a true copy of the letter-approval thereof is attached hereto, marked "Exhibit B", and by reference made a part hereof.

II.

That said unit agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in the geologic structure covered by the unit area described therein, which is hereinafter referred to as "said unit area". The granting of this application is necessary and advisable in the public interest in that said geologic structure and said unit area cover a compact area of sixteen thousand nine hundred one and 14/100 (16,901.14) acres, consisting of twenty-one and 89/100 per cent (21.89%) privately owned land, ten and 73/100 per cent (10.73%) land owned by the State of New Mexico and sixty-seven and 38/100 per cent (67.38%) land owned by the United States of America. The development of such an area by more than one operator operating independently of each other would result in duplication of effort, economic waste of materials and labor, and possible waste of natural resources and reservoir energy. The size of said unit area justifies operations on a large scale by a single operator under the unit agreement for the discovery, development, production and transportation of oil or gas, will promote conservation of natural resources, prevent avoidable waste of oil and gas, and result in better utilization of reservoir energy.

III.

That under the proposed unit operation the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the proposed unit area. Said unit agreement provides for the unit operation of the unit area, for the allocation of production to the various tracts of land therein on an acreage basis, all as specified in said unit agreement, Exhibit A, reference to which is hereby made for further particulars.

IV.

That the separate institutions will participate in rentals due as to lands in such area, as under the terms of the previously granted leases, and in royalties in the proportion that their acreage bears to the total acreage included in the participating area or areas of such proposed unit; that the said unit agreement does not affect the rentals payable under state leases and reference is hereby made to said unit agreement, Exhibit A, for further particulars as to the method and allocation of royalties on an acreage basis.

V.

That such unit agreement is in other respects for the best interests of the state with respect to state lands by reason of all the facts hereinabove set forth.

VI.

That it is anticipated that a very high percentage of the holders of rights or interests in state lands and in federal lands within said unit area will be satisfied with and will join in said proposed unit agreement and commit their interests thereto by signature thereto. That said unit agreement provides that the Working Interest Owners thereunder will enter into a private agreement defining the method and manner in which the costs of operations shall be charged to the accounts of the various owners of working interests and the reimbursement of Unit Operator for its operations, and the method and manner in which Unit Operator shall account to the Working Interest Owners for their respective shares of the revenue and benefits derived from operations under said unit agreement. Said unit agreement further provides that such private agreement shall not in any way modify any of the terms and conditions of said unit

agreement or relieve Unit Operator of any right or obligation established under said unit agreement, and in case of any inconsistency or conflict between said unit agreement and the private agreement said unit agreement shall prevail. Said private agreement is now being negotiated and has not yet been completed. Two authenticated copies of said private agreement when completed will be filed with this Honorable Commission for information purposes, and upon the approval of said unit agreement by the Commissioner of Public Lands of the State of New Mexico two authenticated copies of said private agreement will be filed with said Commissioner as provided for in section 7 of said unit agreement. No part of the costs and expenses of operations shall be charged to the Royalty Owners. The Royalty Owners, including the State of New Mexico, will not be affected by the private agreement between the Working Interest Owners and royalties will be paid on all unitized substances allocated to the various tracts of land within the participating area on an acreage basis as provided in said unit agreement.

VII.

Geological and Engineering Data:

That said unit area lies on the Northwestern Shelf of the South Permian structural Basin and includes parts of Township 10 South, Range 25 East, Township 11 South, Range 25 East, Township 10 South, Range 26 East, Township 11 South Range 26 East and Township 11 South, Range 27 East, New Mexico Principal Meridian, Chaves County, in the State of New Mexico. That said unit area is particularly described as follows:

T. 10 S., R. 25 E., sec. 36, S½SE¼.

T. 11 S., R. 25 E., sec. 1, all;
sec. 2, E½SE¼;
sec. 11, E½E½;

secs. 12 and 13;
sec. 14, E½E½;
sec. 23, E½NE¼;
sec. 24, all;
sec. 25, NE¼, NE¼NW¼, NE¼SE¼.

T. 10 S., R. 26 E., sec. 31, lots 3,4, E½SW¼, SE¼;
sec. 32, S½;
sec. 33, S½;
sec. 34, S½S½;
sec. 35, SW¼SW¼.

T. 11 S., R. 26 E., (fractional) sec. 1, lots 1,2,3,4,S½;
sec. 2, lots 1,2,3,4,S½;
sec. 3, lots 1,2,3,4,S½;
sec. 4, lots 1,2,3,4,5,SE¼;
sec. 9, lots 1,2,3,4,E½;
secs. 10 to 14, inclusive;
sec. 15, all;
sec. 16, lots 1,2,3,4,E½;
sec. 21, lots 1,2,3,4,E½;
secs. 22, 23, 24;
sec. 25, N½, SW¼;
secs. 26 and 27;
sec. 28, lots 1,2,3,4,E½;
sec. 33, lots 1,2, NE¼;
sec. 34, N½, N½S½;
sec. 35, N½, N½SW¼.

T. 11 S., R. 27 E., sec. 6, lots 1 to 6, inclusive, E½SW¼, SE¼;
sec. 7, lots 1,2,3,4, NE¼, E½W½;
sec. 18, lots 1,2,3,4, E½W½;
sec. 19, lots 1,2,3,4.

That there is contained in the form of said unit agreement, Exhibit A attached hereto, as Exhibit A thereto, a map outlining the unit area and showing by distinct symbols or colors state land, privately owned land, and land owned by the United States of America identified by Land Office serial numbers, and the ownership of all land in said unit area. Reference is hereby made to said map for further particulars.

A regional map showing the location of said unit area is attached hereto and marked "Exhibit C" and by reference made a part hereof.

Applicant has for over two years intensively explored for geologic structures favorable for oil accumulation in Chaves County, New Mexico. Among the several techniques used during this period the seismograph has proved to be the most reliable for those areas where acceptable results

can be obtained. After extensive use of all methods Applicant drilled an exploratory well to basement for stratigraphic information essential to evaluation of the oil possibilities. The results of this exploratory work have established that the proposed unit area is encouraging for exploration for commercial oil accumulation in deep strata. This conclusion is supported by a geologic report which was filed with the Department of the Interior of the United States of America In the Matter of the Application for Designation of the Comanche Unit Area by the United States Geological Survey. A copy of said geologic report has heretofore been filed with Mr. R. R. Spurrier, State Geologist of the State of New Mexico, and an identical geologic report has been filed concurrently herewith with your Honorable Commission.

Applicant hereby respectfully requests that said geologic report be considered confidential and that said geologic report be not disclosed except to those persons in the Conservation Commission of the State of New Mexico who are required to pass upon this application for an order of approval of said unit agreement. Said geologic report and its contents are hereby referred to in connection with this application.

VIII.

That the development of the pool or field underlying said unit area pursuant to the terms of said unit agreement will have the effect of preventing waste as prohibited by Chapter 72 of the Laws of New Mexico, 1935, and said agreement is fair to the Royalty Owners and the Working Interest Owners in such pool or field.

WHEREFORE, your Applicant respectfully requests that the Oil Conservation Commission of the State of New Mexico

enter its order in this matter approving the Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, same being the agreement attached hereto and marked "Exhibit A", and that your Applicant as Unit Operator under said agreement be permitted to file with the Commission an executed original of said unit agreement and two authenticated copies of said private agreement on or before the effective date thereof, or within a reasonable time thereafter.

Dated this 10th day of April, 1946.

RICHFIELD OIL CORPORATION

By _____ Vice President

_____ Secretary

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On this 12th day of April, 1946, before me personally appeared FRANK A. MORGAN, to me personally known, who being by me duly sworn did say that he is the Vice President of Richfield Oil Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said FRANK A. MORGAN acknowledged said instrument to be the free act and deed of said corporation.

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

_____ Notary Public

GEORGE R. SHEPPHIRD

My commission expires:
My Commission Expires Dec. 31, 1949

UNIT AGREEMENT FOR THE DEVELOPMENT

AND OPERATION OF THE COMANCHE AREA,

CHAVES COUNTY, NEW MEXICO.

THIS AGREEMENT, entered into as of the _____ day of _____, 1946, by and between the parties subscribing, ratifying or consenting hereto, and herein referred to as the "parties hereto,"

W I T N E S S E T H ;

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

WHEREAS, it is the purpose of the parties hereto to conserve natural resources, prevent avoidable waste, and secure other benefits obtainable through development and operation of the unit area subject to this agreement under the terms, conditions and limitations hereinafter set forth, under and pursuant to the provisions of Sections 17, 27 and 32 of the Act of Congress approved February 25, 1920, entitled "An Act to promote the mining of coal, phosphate, oil, oil shale, gas and sodium on the public domain", 41 Stat. 443, 448, 450, as amended or supplemented by the Acts of March 4, 1931, 46 Stat. 1523, and August 21, 1935, 49 Stat. 676; 30 U. S. C. 226, 184, and 189; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Chap. 88, Laws of 1943) to consent to or approve this agreement on behalf of the State of New Mexico, in so far as it covers and includes lands and mineral interests of the State of New Mexico; and

EXHIBIT "A"

WHEREAS, the Oil Conservation Commission of the State of New Mexico is authorized by an Act of the Legislature (Chap. 72, Laws of 1935) to approve this agreement and the conservation provisions hereof;

NOW, THEREFORE, in consideration of the premises and the promises hereinafter contained, the parties hereto agree as follows:

1. ENABLING ACT AND REGULATIONS. The Act of Congress, approved February 25, 1920, *supra*, as amended, and the Acts of the Legislature of the State of New Mexico (Chap. 72, Laws of 1935 and Chap. 88, Laws of 1943) and all pertinent regulations heretofore or hereafter issued thereunder, including operating regulations, are accepted and made a part of this agreement.

2. DEFINITIONS. For all purposes of this agreement certain terms used herein are defined as follows:

(a) "Secretary" shall mean the Secretary of the Interior of the United States and those persons or agencies duly authorized to act for and in his behalf.

(b) "Supervisor" shall mean the Oil and Gas Supervisor of the United States Geological Survey and those persons or agencies duly authorized to act for and in his behalf.

(c) "Commissioner" shall mean the Commissioner of Public Lands of the State of New Mexico.

(d) "Commission" shall mean the Oil Conservation Commission of the State of New Mexico and those persons duly authorized to act for and in its behalf.

(e) "Working Interest Owner" shall mean a party owning the rights to operate upon unitized lands for the purpose of exploring, discovering, developing, and producing unitized substances.

(f) "Royalty Owner" shall mean a party hereto or consenting hereto owning interests in unitized lands, or leases or other agreements pertaining to unitized lands, other than the rights to operate upon unitized lands for the purpose of exploring, discovering, developing, and producing unitized substances.

(g) "Paying quantities", in regard to any obligations of Unit Operator to drill any well or to continue drilling additional wells, shall mean a quantity of the unitized substances sufficient to repay the cost of drilling, equipping and operating the well and a small profit in addition thereto.

(h) "Unitized lands" shall mean such parts of the unit area as are committed hereto and are described opposite the signatures of the parties hereto.

3. UNITIZED SUBSTANCES. All oil, gas, natural gasoline and associated fluid hydrocarbons producible from land subject to this agreement, in any and all sands or horizons, are unitized under the terms of this agreement and hereinafter are called "unitized substances".

4. UNIT AREA. The following described lands, all situate in the County of Chaves, State of New Mexico, are hereby designated and recognized as constituting the unit area:

New Mexico Principal Meridian, New Mexico

T. 10 S., R. 25 E., sec. 36, S½SE¼.

T. 11 S., R. 25 E., sec. 1, all;
sec. 2, E½SE¼;
sec. 11, E½E½;
sec. 12, all;
sec. 13, all;
sec. 14, E½E½;
sec. 23, E½NE¼;
sec. 24, all;
sec. 25, NE¼, NE¼NW¼, NE¼SE¼.

T. 10 S., R. 26 E., sec. 31, lots 3, 4, E½SW¼, SE¼;
sec. 32, S½;
sec. 33, S½;
sec. 34, S½S½;
sec. 35, SW¼SW¼.

T. 11 S., R. 26 E., (fractional) sec. 1, lots 1, 2, 3, 4, S½;
sec. 2, lots 5,6,7,8, S½;
sec. 3, lots 1,2,3,4, S½;
sec. 4, lots 1,2,3,4,5, SE¼;
sec. 9, lots 1,2,3,4, E½;
sec. 10, all;
sec. 11, all;
sec. 12, all;
sec. 13, all;
sec. 14, all;
sec. 15, all;
sec. 16, lots 1,2,3,4, E½;
sec. 21, lots 1,2,3,4, E½;
sec. 22, all;
sec. 23, all;
sec. 24, all;
sec. 25, N½, SW¼;

T. 11 S., R. 26 E., (continued)
sec. 26, all;
sec. 27, all;
sec. 28, lots 1,2,3,4, E½;
sec. 33, lots 1,2, NE¼;
sec. 34, N½, N½SW¼;
sec. 35, N½, N½SW¼.

T. 11 S., R. 27 E., sec. 6, lots 1,2,3,4,5,6, E½SW¼, SE¼;
sec. 7, lots 1,2,3,4, NE¼, E½W½;
sec. 18, lots 1,2,3,4, E½W½;
sec. 19, lots 1,2,3,4.

The above described unit area shall be enlarged or contracted whenever such action is necessary or desirable to conform with the purposes of this agreement. Notice of any proposed enlargement or contraction shall be given by the Unit Operator to all parties affected thereby, at least thirty (30) days prior to submission to the Secretary, the Commissioner, and the Commission, with proof of service of such notice. Such enlargement or contraction shall be effective as of the date prescribed in the notice thereof upon approval by the Secretary, the Commissioner, and the Commission.

"Exhibit A" attached hereto is a map on which is outlined the herein-established unit area, together with the ownership of the land and leases in said area. "Exhibit B" attached hereto is a schedule showing the nature and extent of ownership of oil and gas rights in all land in the unit area to which this unit agreement will become applicable by signature hereto, or to a counterpart hereof, by the owners of such rights. It is hereby understood and agreed that all owners of rights set forth in said Schedule B are eligible to become parties to this agreement. Said exhibits shall be revised by the Unit Operator whenever any change in the unit area or ownership of rights renders such change necessary, and the revised exhibits shall be filed with the record of this agreement.

5. UNIT OPERATOR. RICHFIELD OIL CORPORATION, a Delaware corporation, is hereby designated as Unit Operator and by signature hereto agrees and consents to accept the duties and obligations of Unit Operator to conduct and manage the operation of said unitized lands for the discovery, development and production of unitized substances as hereinafter provided. Hereinafter whenever reference is made to the Unit Operator, such reference

is understood to mean the Unit Operator acting in that capacity and not as an owner of interests in unitized substances, and whenever reference is made to an owner of unitized substances such a reference shall be understood to include any interests in unitized substances owned by the Unit Operator.

The Unit Operator shall have the right to resign at any time provided that any well drilled hereunder is placed in a satisfactory condition for suspension, or is satisfactorily abandoned under the federal oil and gas operating regulations, if on federal land, and under the laws of the State of New Mexico and the rules and regulations of the Commission, if on state or patented land; but no Unit Operator shall be relieved from the duties and obligations of Unit Opera tor for a period of three (3) months after notice of intention to relinquish such duties and obligations has been served by him on all other parties hereto and the Secretary and the 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 date on which relinquishment by or removal of Unit Operator becomes effective. The parties hereto or a duly qualified new unit operator may purchase at its then depreciated market value all or any part of the equipment, material and appurtenances in or upon the land subject to this agreement, owned by the retiring unit operator, in its capacity as such operator, or make other arrangements satisfactory to the retiring unit operator for the use thereof, provided that no such equipment, material or appurtenances so selected for purchase shall be removed prior to the effective date of Unit Operator's retirement. Any equipment, material and appurtenances not so purchased or arranged for as to the use thereof within said time limit may be removed by the retiring Unit Operator at any time within six (6) months after his relinquishment or removal becomes effective, but if not so removed shall become the joint property of the owners or working interest rights in land then subject to this agreement. The termination of any rights as Unit Operator under this agreement shall not of itself

terminate any right, title or interest which the Unit Operator may then have in the unitized substances, but the Unit Operator shall have the right and option in connection with its resignation to reassign or retransfer to its several predecessors in interest all of its interest in the lands and leases severally acquired from them, together with its working interest in the unitized substances, and upon such delivery be discharged from any future liability as a working interest owner hereunder; said reassignments to be effective as to said transferee thereupon, subject, however, to the approval of the Secretary as to transfers of interest in lands of the United States, and subject, however, to the approval of the Commissioner as to interests in lands of the State of New Mexico.

6. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall discontinue or relinquish his rights as Unit Operator or shall fail to fulfill his duties and obligations as Unit Operator under this agreement, the owners of the majority of the unitized working interests in the participating area on an acreage basis, or the owners of working interests according to their total acreage interest in the unit area until a participating area shall have been established, shall select a new Unit Operator; provided that if the majority of the working interest rights which are at any time qualified to vote in selecting a new Unit Operator are owned by one party to this agreement then a vote of at least two owners of working interests qualified to vote shall be required to select a new operator. Such selection shall not become effective until (a) a unit operator so selected shall agree and consent in writing to accept the duties and responsibilities of Unit Operator, and (b) the selection shall have been approved by the Secretary and the Commissioner. In the absence of the selection of an acceptable Unit Operator by the Working Interest Owners within six (6) months after notice by Unit Operator of intention to relinquish its rights as Unit Operator, this unit agreement shall automatically terminate. The Unit Operator shall be subject to removal by the Working Interest Owners in the same manner as herein provided for

the selection of a new Unit Operator.

7. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR. Except as hereinafter specified, 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, and disposing of the unitized substances are hereby vested in the Unit Operator and shall be exercised by said Unit Operator as provided in this agreement. Acceptable evidence of title to said rights shall be deposited with the Unit Operator and, together with this agreement, shall constitute and define said Unit Operator's rights, privileges and obligations in the premises; provided that nothing herein shall be construed to transfer title to any land, or to any operating agreement or leases, it being understood that under and pursuant to this agreement the Unit Operator shall exercise the rights of possession and use vested in the parties hereto only and exclusively for the purposes herein specified. Unit Operator shall pay all costs and expenses of development and operation with respect to the unitized land and shall operate at the expense and for the benefit of all Working Interest Owners. Such costs shall be charged to the account of the owner or owners of working interests and Unit Operator shall be reimbursed therefor by such owners and shall account to the Working Interest Owners for their respective shares of the revenue and benefits derived from operations hereunder, all in the manner and to the extent provided under private agreement between the Unit Operator and the Working Interest Owners. No such private agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve Unit Operator of any right or obligation established under this unit agreement, and in case of any inconsistency or conflict between this unit agreement and the private agreement this unit agreement shall prevail. Two authenticated copies of any such private agreement executed pursuant to this section shall be filed with the Oil and Gas Supervisor and if state lands are involved two authenticated copies of such agreement shall be filed with the Commissioner. No part of the costs and expenses of operations

shall be charged to the Royalty Owners.

The development and operation of land subject to this agreement under the terms hereof shall be deemed full performance by Unit Operator of all obligations for such 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.

It is understood that three shallow wells are now located within the unit area and are incapable of yielding sufficient production to justify establishment of a participating area therefor. Two of these wells are situated in the NE¼NE¼ sec. 15, and one in the NE¼NW¼ sec. 15, T. 11 S., R. 26 E., N. M. P. M. These three wells shall be operated independently and separately by the owner of the operating rights in such wells at the sole cost and expense and for the sole benefit of such owner as long as said wells are produced solely from formations above a depth of 1,500 feet below the surface. It is agreed that these wells shall not be deepened below a depth of 1,500 feet from the ground surface and no plan of development for these wells shall be required. Except as to the leases on which the three wells are situated, they shall not be considered as productive wells for any of the purposes or under any of the provisions of this agreement.

8. FURTHER EXPLORATORY DRILLING. Within six (6) months from the effective date of this agreement Unit Operator shall begin to drill an adequate test well at a location upon the unitized lands to be 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, and having commenced such operations shall continue such drilling diligently until said well shall have been drilled to a depth of not less than six thousand six hundred (6,600) feet, unless oil or gas which can be produced in paying quantities is encountered in said well at

a lesser depth, or unless, at a lesser depth, an igneous or metamorphic formation or some other condition or formation is encountered which would render further drilling inadvisable or impracticable. If said first well, drilled as aforesaid, fails to encounter the unitized substances, Unit Operator or his successor shall thereupon commence within six (6) months after the completion of the former well, and drill, one at a time, additional wells, allowing six (6) months between wells, until a productive well is completed to the satisfaction of the Supervisor and Commissioner, or until it is reasonably proved that the unitized land is incapable of producing the unitized substances in paying quantities; provided that the Secretary and Commissioner may grant extension of time for the commencement of any such well; and provided further that nothing herein contained shall preclude any Unit Operator from resigning at any time as provided in section 5 hereof. Upon failure to comply with the drilling provision of this section, the Secretary and the Commissioner may, after 60 days written notice to Unit Operator, declare this unit agreement terminated, unless the Unit Operator shall prior to the expiration of the 60-day period take appropriate steps to cure such default.

9. PLAN OF FURTHER DEVELOPMENT AND OPERATION. Within sixty (60) days from completion of a well capable of producing the unitized substances, as aforesaid, Unit Operator shall submit for the approval of the Supervisor, the Commissioner, and the Commission an acceptable plan of development for the unitized lands, which plan or a subsequent modification thereof, when so approved, shall constitute the further drilling and operating obligations of Unit Operator. Said plan and its subsequent modifications shall provide for exploration of the unitized area and for the determination of the commercially productive limits thereof in each and every productive formation and to this end shall be as complete and adequate as the Supervisor, the Commissioner, and the Commission may determine to be necessary and advisable 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) specify the operating practices regarded as necessary and advisable for proper conservation of natural resources. Reasonable diligence shall be exercised by the Unit Operator in complying with the drilling and producing obligations of the approved plan of development and said plan shall be modified or supplemented in whole or in part from time to time as may be required to meet changed conditions or to protect the interests of all parties to this agreement, and the further obligations of the Unit Operator shall be conformed thereto; provided further that in no event shall the Unit Operator under any such plan, or otherwise, be under any obligation to drill any well to any formation that does not afford a fair possibility for encountering the unitized substances in paying quantities. Well drilling operations, including well completions, producing practices and well abandonments, shall be in accordance with the Plan of Development and Operation. All operations thereunder shall be subject to the approval of the Supervisor as to wells on federal land, and by the Commission for wells on state and private land.

During any period when it shall appear that an acceptable plan of development cannot be adopted because of the inability of the Supervisor, the Commissioner and the Commission to agree upon the terms thereof, the Unit Operator may, in accordance with the applicable regulations referred to in section 1 hereof, proceed with reasonable diligence to drill other wells to determine the limits of production and to develop the productive portion of the unitized lands, and may and shall operate all productive wells in conformity with good operating practices, and the conservation principles of this agreement.

10. PARTICIPATION AFTER DISCOVERY. Upon completion of a productive well as aforesaid, Unit Operator shall submit for the approval of the Secretary, the Commissioner and the Commission a schedule of land based on subdivisions of the public-land survey, including all subdivisions one-half or more of the acreage of which is then regarded as reasonably proved to be productive of unitized substances in paying quantities; all land in said schedule when

approved to constitute a participating area, effective as of the date of first production from such participating area. Said schedule shall set forth the percentage acreage interest of each owner of rights in the participating area thereby established. Such percentage acreage interest shall, except as otherwise provided in this agreement, govern the allocation of production from the participating area. With the approval of the Secretary, Commissioner and Commission, a separate participating area may be established for any separate deposit of unitized substances or for any group of such deposits. The participating area or areas so established shall be revised from time to time, in like manner and 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 in paying quantities, and a new schedule of percentage acreage interests conformable thereto shall thereupon be fixed. No land once included in a participating area shall be excluded from such participating area on account of depletion of the unitized substances therefrom. It is the intent of this section that a participating area shall at all times represent as nearly as possible the area known or reasonably estimated to be productive in paying quantities.

On the first day of the month following approval of a revised schedule of percentage acreage interests, as herein provided, the allocation of unitized substances and the costs of operations shall be accordingly apportioned and adjusted retroactively as of the date of the completion of the first well capable of producing unitized substances in paying quantities in the participating area; except that no retroactive adjustment shall take into consideration any benefits of operations paid and any costs of operations received by Unit Operator by reason of any lands which shall have been excluded from a participating area because such lands are regarded as reasonably proved not to have been capable of producing unitized substances in paying quantities. Likewise there shall be no retroactive

adjustment in royalty rates or in the values of unitized substances. If any lands shall be excluded from a participating area because such lands are regarded as reasonably proved not to have been capable of producing unitized substances in paying quantities, such lands shall not share thereafter in the costs or benefits of operations. The holder of the interests in such lands so excluded shall neither be obligated to repay any benefits allocated to such excluded lands theretofore received, nor shall such holder be entitled to recover any part of the costs allocated to such excluded lands and theretofore paid by him, except any expense if costs or paid over benefits are received.

Until a participating area or a revision thereof has been approved as herein provided, or in the absence of agreement at any time between the Unit Operator, the Secretary, the Commissioner and the Commission as to the proper boundaries, or as to a revision, of a participating area, the portion of all payments affected by such absence of agreement, except royalties due the United States and the State of New Mexico, may be impounded in a manner mutually acceptable to the Working Interest Owners.

Whenever it is determined, subject to the approval of the Oil and Gas Supervisor, the Commissioner, and the Commission, that a well drilled under this agreement obtains production insufficient to justify inclusion of the land on which it is situated in a participating area, the production of such well shall be allocated solely to the land on which the well is situated as long as that land is not part of a participating area established for the pool or deposit from which such production is obtained.

11. DEVELOPMENT OF LANDS OUTSIDE THE PARTICIPATING AREA. Any party hereto other than Unit Operator owning or controlling a majority of the working interest rights in any unitized tract included in the non-participating area having thereon a regular well location may drill a well at such location at his own expense, unless within ninety (90) days of receipt of notice from said party of his intention to drill the well Unit Operator elects and commences to drill such well in like manner as other wells are drilled by Unit Operator under this agreement.

If such well is not drilled by Unit Operator and results in production such that the land upon which it is situated may properly be included in a participating area, the party paying the cost of drilling such well shall be reimbursed one hundred twenty-five per cent (125%) of the average cost of drilling similar producing wells in the unitized area, and the well shall be operated pursuant to the terms of this agreement, all as though the well had been drilled by the Unit Operator.

If any well drilled by Unit Operator or by a Working Interest Owner, as provided in this section, obtains production insufficient to justify inclusion in a participating area of the land on which said well is situated, and Unit Operator elects to abandon any such well drilled by it, said Working Interest Owner, at his election, within thirty (30) days of determination of such insufficiency, shall be wholly responsible for and may operate and produce and abandon the well at his sole expense and for his sole benefit. If such well is drilled by Unit Operator, said Working Interest Owner shall pay the Unit Operator a fair salvage value price for the casing and other equipment left in the well and the cost of drilling such well shall be charged as a cost of operations hereunder.

Wells drilled at the sole expense of any Working Interest Owner other than Unit Operator or produced at the sole expense and for the sole benefit of such Working Interest Owner shall be subject to the drilling and producing requirements of this agreement the same as though drilled or produced by Unit Operator, and royalty in amount or value of production from any such well, as well as rental charges, if any, shall be paid by such Working Interest Owner as specified in the lease affected, unless otherwise authorized in writing by the lessor.

12. ALLOCATION OF PRODUCTION--ROYALTIES. Except as otherwise provided in this agreement, all unitized substances produced under this agreement, except any part thereof used for production and development purposes thereunder, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of land comprising the

participating area and, for the purpose of determining any benefits that accrue on an acreage basis as a result of operations under this agreement, each such tract shall have allocated to it such percentage of said production as its area bears to the said participating area, except that if, as a result of a change in the boundaries of a participating area, any tract of land in the participating area, as revised, shall not have received its allocated share of the unitized substances due to it upon such apportionment and adjustment, and any other tract shall have received more than its allocated share of the unitized substances than are due to it upon such apportionment and adjustment, then all unitized substances accruing to the total acreage of the participating area after the date of such apportionment and adjustment shall be allocated to such tract or tracts as have not received their allocated share of the unitized substances due such tract or tracts upon such apportionment and adjustment, until the amount of unitized substances due any such tract or tracts as a result of said apportionment and adjustment has been fully satisfied. So long as all the unitized substances produced hereunder accruing to the total acreage of the participating area are being allocated to less than all of the tracts in the participating area, as above provided, the unitized substances shall be divided among such tracts on an acreage basis in the ratio that the acreage of any such tract bears to the total acreage of all such tracts. Provided further, that if production should fail or cease for any cause prior to the date any tract shall have received the proportionate share of the unitized substances to which it is entitled upon any such apportionment and adjustment, Unit Operator shall not be liable to make up any deficiency, the parties hereto agreeing that they will look only to the unitized substances produced hereunder for the purpose of satisfying any allocated unitized substances pursuant to this agreement. It is hereby agreed that production from any part of the participating area shall be allocated as provided herein regardless of whether any wells are drilled on any particular part or tract of said area.

Unit Operator shall not be required to pay royalties on unitized substances produced under this agreement and used by Unit Operator in its operations hereunder or unavoidably lost. Unitized substances produced from a participating area and used in conformity with good operating practice under an approved plan of operation for repressuring or cycling in such participating area shall not be allocated on an acreage basis as herein provided and shall be free from any royalty charge.

If Unit Operator introduces gas obtained from sources other than the unitized substances into any participating area hereunder for use in repressuring, stimulation of production or increasing ultimate recovery in conformity with a plan first approved by the Supervisor, the Commissioner and the Commission, a like amount of gas with a proportionate deduction for plant fuel consumption and shrinkage may be drawn from the formation into which the gas was introduced, royalty free and free from allocation as provided for herein, 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 operation 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 the unit agreement.

Except as otherwise herein provided, royalties shall be paid or delivered as provided by existing leases or contracts, at the lease or contract rate upon the unitized substances allocated to the lease or tract. Settlement shall be made on or before the 20th day of each month for the unitized substances produced and allocated during the preceding calendar month. Such royalties shall be paid by Unit Operator who shall distribute the cost thereof to the appropriate parties conformably with their respective royalty obligations, but nothing herein shall operate to relieve the lessees, or any of them, of their obligation to pay rentals and royalties under the terms of their respective leases.

The right is hereby secured to the United States and the State of

New Mexico under existing or future laws and regulations to elect to take their respective royalty shares in kind or value.

13. GOVERNMENT ROYALTIES. Royalty due the United States on account of federal lands subject to this agreement within the unit area shall be computed as provided in the operating regulations and shall be paid as to all unitized substances produced from a participating area on the basis of the amounts thereof allocated to such land, as provided herein, at the rates specified in the respective federal leases; provided, that for leases on which the royalty rate depends on the daily average production per well, said average production for any participating area shall be determined as of the month the unitized substances are allocated in accordance with the operating regulations as though all the unitized lands within the same participating area were a single consolidated lease. During the period of the National Emergency proclaimed by the President on May 27, 1941, Proclamation No. 2487 (55 Stat. 1647), upon a determination by the Secretary of the Interior that a new oil or gas field or deposit has been discovered by virtue of a well or wells drilled under this agreement, the royalty on production from such new field or deposit allocated to Federal land subject to this agreement at the time of such discovery shall, during the 10-year period following the date of such discovery, be paid in value or delivered in kind at a flat rate of 12-1/2 per centum unless a lower rate is prescribed in the lease.

14. RENTALS. Unit Operator, from and after the effective date of this agreement, on behalf of the respective Working Interest Owners, shall pay all rentals of whatsoever kind thereafter accruing to the United States, the State of New Mexico and/or landowners on account of unitized land, and all such rentals paid by Unit Operator shall be charged to the accounts of the appropriate Working Interest Owners in conformity with their respective rental obligations; provided that nothing herein contained shall operate to relieve the lessees and/or Working Interest Owners, or any of them, of their obligation to pay rentals under the terms of their respec-

tive leases or other agreements, and all such sums so advanced by Unit Operator shall be repaid to Unit Operator as provided in the private agreement hereinabove referred to between Working Interest Owners. Rental for land of the United States subject to this agreement at the rate specified in the respective leases from the United States shall be paid, suspended, or reduced as may be determined by the Secretary pursuant to applicable law and regulations. The Unit Operator may apply the government's allocated royalty share of the unitized substances allocated to any federal lease during any year to repayment for government rentals advanced thereunder for that year to the same extent as otherwise allowed in the case of a nonunitized government lease.

15. CONSERVATION. Operations and production of unitized substances shall be conducted so as to provide for the most economical and efficient recovery of unitized substances to the end that maximum ultimate yield may be obtained without waste. Production of unitized substances shall at all times be without waste as defined by or pursuant to state or federal law.

16. DRAINAGE. 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, with the approval of the Secretary as to federal interests and of the Commissioner as to state interests, and at the election of the Unit Operator as to private interests, pay the royalty owners a fair and reasonable compensatory royalty, as determined by the Supervisor as to federal interests, and the Commissioner as to state interests subject to this agreement, and by agreement between the Unit Operator and royalty owners, as to private interests.

17. LEASES AND CONTRACTS CONFORMED TO AGREEMENT. The parties hereto holding interests in leases embracing unitized land of the United States or of the State of New Mexico consent that the Secretary and Commissioner, respectively, may, and said Secretary and Commissioner, by their approval of this agreement, do hereby establish, alter, change or revoke

the drilling, producing, and royalty requirements of such leases and the regulations in respect thereto, to conform said requirements to the provisions of this agreement, but otherwise the terms and conditions of said leases shall remain in full force and effect.

Owners and lessors of privately owned lands or of interests therein, including royalty interests, and including their heirs, executors, administrators, successors and assigns, by subscribing, ratifying or consenting to this agreement, in person or by attorney-in-fact, do hereby severally agree that the respective leases covering their several lands or interests therein, may be and remain in force and effect for the respective primary terms therein stated, and so long thereafter as oil or gas may be produced therefrom in quantities sufficient to justify the cost of production; and also in the event that any of the land embraced in any such lease is during the primary term of such lease included within a participating area duly selected and approved under this unit plan of development, so that such owner becomes entitled to a share in the proceeds of production from the participating area, payable at the respective lease rates on the production allocated on an acreage basis to the portion of the lease within the participating area as herein provided, then each such lease is hereby extended, without further delay rental obligation, as to the land embraced therein which is so included in such participating area, for the full term of this unit agreement as herein stated.

The Secretary, Commissioner and, except as otherwise provided in the preceding paragraph of this section, all parties hereto further determine, agree and consent that during the effective life of this agreement, drilling and producing operations performed by the Unit Operator upon any unitized land will be accepted and deemed to be operations under and for the benefit of all unitized leases subject hereto; that no such lease shall be deemed to expire by reason of failure to produce wells situated on land therein embraced; that if a discovery of a valuable deposit of unitized substances is made anywhere on the unitized land, each such lease in effect

on or after the date of such discovery shall be deemed to continue in force and effect as to land in the unit area, as long as unitized substances are produced anywhere on unitized land in paying quantity; that prior to such discovery of unitized substances anywhere on unitized land, the expiration date of each unitized lease shall be the date prescribed in such lease, subject to such preferential right to a new lease as may be authorized by law; and the suspension of all operations and production on the unitized land pursuant to direction or consent of said Secretary and Commissioner shall be deemed to constitute such suspension pursuant to such direction or consent with respect to each such lease, and that no lease shall expire on account of such suspension, as to land in the unit area. Suspension or continuation of independent operations or production of wells by other than Unit Operator under the provisions of this agreement shall be governed by the terms of the lease for the land on which such wells are situated and shall have no relation to suspension or continuation of operations by the Unit Operator or the effect thereof under the terms of this agreement.

The parties hereto holding interests in leases subject to this agreement embracing lands other than those of the United States or of the State of New Mexico or holding interests in any other agreements that involve oil and gas rights in lands in the unit area, consent and agree, to the extent of their respective interests, that all such leases and agreements shall conform to the provisions of this agreement.

18. COVENANTS RUN WITH LAND. The covenants herein shall be construed to be covenants running with the land and running with the interests of the parties hereto to the extent of such interests until this agreement terminates, and any grant, transfer or lease 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, lessee, or other successor in interest, and as to federal land, shall be subject to approval by the Secretary, and as to lands of the State of New Mexico, shall be subject to the approval of the Commissioner. No transfer of any interest

in and to any of the unitized lands or affecting the production therefrom shall be binding upon the Unit Operator until the first day of the next calendar month after the Unit Operator has been furnished with an original, photostatic or certified copy of the instrument of transfer.

19. EFFECTIVE DATE AND TERM. This agreement shall become effective on the first day of the calendar month next following approval by the Secretary and the Commissioner, provided however that nothing herein shall be construed to waive or limit the right of the Commission to approve this agreement pursuant to applicable state law. Except as otherwise provided by the second paragraph of section 17 hereof, this agreement shall terminate on July 1, 1951, unless (1) such date of expiration is extended by the Secretary and the Commissioner; or (2) a discovery of unitized substances in paying quantities has been made on the unitized lands, in which case this agreement shall remain in effect as long as unitized substances can be produced from the unitized lands in paying quantities; or (3) it is reasonably determined prior to the expiration of the fixed term hereof or any extension thereof that the unitized lands are incapable of production of unitized substances in paying quantities, and with approval of the Secretary and the Commissioner, notice of termination is given by Unit Operator to all parties in interest by letter addressed to them at their last known places of address; or (4) it is terminated as provided in section 6 hereof. This agreement may be terminated at any time with the consent of the owners of not less than seventy-five per cent (75%), on an acreage basis, of the Working Interest Owners signatory hereto with the approval of the Secretary and the Commissioner.

20. RATE OF PROSPECTING, DEVELOPMENT AND PRODUCTION. All production and the disposal thereof, shall be in conformity with allocations, allotments and quotas made or fixed by the Commission under any state statute; provided however that the Secretary is vested with authority pursuant to the amendatory acts of Congress of March 4, 1931, and August 21, 1935, supra, to alter or modify from time to time in his discretion the rate of prospecting

in and to any of the unitized lands or affecting the production therefrom shall be binding upon the Unit Operator until the first day of the next calendar month after the Unit Operator has been furnished with an original, photostatic or certified copy of the instrument of transfer.

19. EFFECTIVE DATE AND TERM. This agreement shall become effective on the first day of the calendar month next following approval by the Secretary and the Commissioner, provided however that nothing herein shall be construed to waive or limit the right of the Commission to approve this agreement pursuant to applicable state law. Except as otherwise provided by the second paragraph of section 17 hereof, this agreement shall terminate on July 1, 1951, unless (1) such date of expiration is extended by the Secretary and the Commissioner; or (2) a discovery of unitized substances in paying quantities has been made on the unitized lands, in which case this agreement shall remain in effect as long as unitized substances can be produced from the unitized lands in paying quantities; or (3) it is reasonably determined prior to the expiration of the fixed term hereof or any extension thereof that the unitized lands are incapable of production of unitized substances in paying quantities, and with approval of the Secretary and the Commissioner, notice of termination is given by Unit Operator to all parties in interest by letter addressed to them at their last known places of address; or (4) it is terminated as provided in section 6 hereof. This agreement may be terminated at any time with the consent of the owners of not less than seventy-five per cent (75%), on an acreage basis, of the Working Interest Owners signatory hereto with the approval of the Secretary and the Commissioner.

20. RATE OF PROSPECTING, DEVELOPMENT AND PRODUCTION. All production and the disposal thereof, shall be in conformity with allocations, allotments and quotas made or fixed by the Commission under any state statute; provided however that the Secretary is vested with authority pursuant to the amendatory acts of Congress of March 4, 1931, and August 21, 1935, supra, to alter or modify from time to time in his discretion the rate of prospecting

and development, and, within the limits made or fixed by the Commission, to modify the quantity and rate of production under this agreement, 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; provided further that no such alteration or modification shall be effective as to any lands 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.

21. FORCE MAJEURE. Failure or delay in the performance of the terms, conditions, and covenants hereof shall not cause this contract to expire, terminate, or be forfeited in whole or in part, nor subject the Unit Operator or other party otherwise liable therefor to liability in damages, to the extent and so long as such prompt performance is hindered, delayed or prevented by any federal or state law, executive order, rule or regulation, or to the extent and so long as such performance is hindered, delayed or prevented by an act of God, of the public enemy, governmental interference or restraint, inability to obtain material or equipment, labor disputes, failure of transportation, or other cause, whether similar or dissimilar, beyond the control of the party in interest.

22. CONFLICT OF SUPERVISION. 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 said Unit Operator, Working Interest Owners or any of them are hindered, delayed, or prevented from complying therewith by reason of failure of Unit Operator to obtain the joint consent of the representatives of the United States and the representatives of the State of New Mexico in and about any matter or thing concerning

which it is required herein that such joint consent be obtained. The parties hereto and consenting hereto, including the Commission, agree that all powers and authority vested in the Commission in and by any provision 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 are 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. NON-DISCRIMINATION. The Unit Operator expressly agrees that in any and all operations conducted hereunder it shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and shall require an identical provision to be included in all subcontracts.

24. SUBSEQUENT JOINDER. Any person owning oil and gas rights in the unit area who does not commit such rights hereto prior to the effective date hereof, may thereafter commit such rights hereto by subscribing to a counterpart of this agreement, or by a separate ratification or consent hereto, and if such parties are Working Interest Owners they shall also subscribe the operating contract and comply with all terms and conditions therein set forth. Such subsequent joinder shall be effective on the first of the month following the filing of five counterparts thereof with the Supervisor. A counterpart thereof shall also be filed with the Commissioner and with the Commission.

25. FAILURE OR DEFECT IN TITLE. This agreement shall not be affected by any failure or defect in the title of any Working Interest Owner or Royalty Owner to land or leases or operating agreements in the unit area, but if at any time title to any of said land, leases, or operating agreements shall be disputed or clouded by court action or otherwise so as to jeopardize the right of Unit Operator to operate such lands in the manner and for the purposes herein set forth, the Unit Operator, during the period of such jeopardy, may impound the unitized substances produced therefrom, or the proceeds of the sale thereof except royalties due the United States or the

State of New Mexico until the right to operate said lands shall be satisfactorily cleared. If a party hereto shall lose title, in whole or in part, to land or leases or operating agreements made subject to this agreement by such party, such party's participation hereunder as to the lands or leases or operating agreements as to which such title shall be lost, shall be cancelled to the extent of such failure of title, and on such cancellation such party shall refund and repay to Unit Operator all profits, monies, credits and the value of unitized substances received in kind under this agreement, and shall be entitled to a refund of any costs and expenses theretofore paid by such party by reason of the land, leases or operating agreements to which title has been lost. Unit Operator shall be under no obligation to defend title to lands or leases, operating agreements or other contracts covering lands subject to this agreement belonging to any party subscribing or consenting hereto, but may do so at its election.

26. NOTICES. All notices to all parties subscribing or consenting hereto herein provided for shall be deemed to have been given when deposited in the United States mail as registered mail, with postage thereon fully prepaid, addressed to such parties, and if their addresses are set forth under their respective signatures hereto, then at such addresses, or when filed as a telegram with the Western Union Telegraph Company or any successor in interest of said telegraph company, addressed as above provided, with all charges thereon fully prepaid. Any such party by notice in writing to Unit Operator shall be privileged to change its address.

27. HEIRS AND ASSIGNS. This agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

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

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

DESCRIPTION OF LANDS

New Mexico Principal Meridian

T. 10 S., R. 25 E.,

Sec. 36, $S\frac{1}{2}SE\frac{1}{4}$.

T. 10 S., R. 26 E.,

Sec. 31, $S\frac{1}{2}$,
Sec. 32, $NW\frac{1}{4}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$,
Sec. 33, $S\frac{1}{2}$.

T. 11 S., R. 25 E.,

Sec. 1, $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$,
Sec. 11, $E\frac{1}{2}SE\frac{1}{4}$,
Sec. 12, $NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$,
Sec. 13, All,
Sec. 14, $E\frac{1}{2}NE\frac{1}{4}$,
Sec. 24, $S\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}$,
Sec. 25, $NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$.

T. 11 S., R. 26 E.,

Sec. 1, $S\frac{1}{2}$,
Sec. 2, Lots 5 and 6, $NW\frac{1}{4}SW\frac{1}{4}$,
Sec. 3, Lots 1, 2, 3, and 4, $SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$,
Sec. 4, Lots 2, 3, 4, and 5, $SE\frac{1}{4}$,
Sec. 9, Lots 1, and 2, $NW\frac{1}{4}NE\frac{1}{4}$,
Sec. 10, $S\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$,
Sec. 11, All,
Sec. 12, All,
Sec. 13, All,
Sec. 14, $S\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}$,
Sec. 15, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$,
Sec. 21, Lots 1, 2, 3, and 4, $W\frac{1}{2}SE\frac{1}{4}$,
Sec. 22, All,
Sec. 23, All,
Sec. 24, All,
Sec. 26, $W\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$,
Sec. 27, $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$,
Sec. 28, Lots 1, 2, 3, and 4, $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$,
Sec. 34, $NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$,
Sec. 35, $N\frac{1}{2}$, $N\frac{1}{2}SW\frac{1}{4}$.

T. 11 S., R. 27 E.,

Sec. 6, Lot 1, $SE\frac{1}{4}$,
Sec. 7, Lots 1, 2, 3, and 4, $E\frac{1}{2}W\frac{1}{2}$,
Sec. 19, Lots 1, 2, 3, and 4.

RICHFIELD OIL CORPORATION

By _____
Vice President

By _____
Secretary

UNIT OPERATOR and

WORKING INTEREST OWNER

Address: 555 South Flower Street
Los Angeles 13, California.

Executed this _____ day of

_____, 1946.

Witnesses to signature of
RICHFIELD OIL CORPORATION

Witness: _____

_____

OTHER WORKING INTEREST OWNERS

DESCRIPTION OF LANDS

New Mexico Principal Meridian

T. 10 S., R. 26 E.,

Sec. 32, W½SE¼.

T. 11 S., R. 25 E.,

Sec. 11, SE¼NE¼,
Sec. 12, S½NW¼, NE¼SW¼, NE¼SE¼.

T. 11 S., R. 26 E.,

Sec. 2, Lots 7 and 8, NW¼SE¼, SE¼SE¼,
Sec. 9, E½NE¼, SW¼NE¼, SE¼,
Sec. 10, SW¼, W½SE¼, SE¼SE¼,
Sec. 15, N½NE¼, W½,
Sec. 25, W½,
Sec. 26, E½.

T. 11 S., R. 27 E.,

Sec. 6, Lots 3, 4, 5, and 6, E½SW¼,
Sec. 7, NE¼,
Sec. 18, Lots 1, 2, 3, and 4, E½W½.

DEKALB AGRICULTURAL ASSOCIATION, INC.

By _____
President

By _____
Secretary

Address: DeKalb, Illinois

Executed this ____ day of

_____, 1946.

Witnesses to signature of
DEKALB AGRICULTURAL ASSOCIATION, INC.

Witnesses: _____

_____

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of _____, 1946, before me personally appeared _____, to me personally known, who, being by me duly sworn did say that he is the _____ President of DEKALB AGRICULTURAL ASSOCIATION, INC., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year first above written.

_____
Notary Public

My commission expires: _____

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this ___ day of _____, 1946, before me personally appeared

_____, to me personally known, who, being by me duly sworn did say that he is the _____ President of the RICHFIELD OIL CORPORATION, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and

said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year first above written.

_____
Notary Public

My commission expires: _____

EXHIBIT "B"

SCHEDULE SHOWING THE NATURE AND EXTENT OF OWNERSHIP OF OIL AND GAS RIGHTS IN ALL LAND IN THE UNIT AREA TO WHICH THE FOREGOING UNIT AGREEMENT WILL BECOME APPLICABLE BY SIGNATURE THERETO, OR TO A COUNTERPART THEREOF, BY THE OWNERS OF SUCH RIGHTS.

FEDERAL LANDS

Description	No. of Acres	Las Cruces Serial No.	Ownership of Application or Oil and Gas Lease
New Mexico Principal Meridian			
T. 10 S., R. 26 E.			
Section 31			
Lots 3 and 4, E½SW¼, SE¼	320.38	062044	Bess V. Ballard
Section 33			
S½	320	062044	Bess V. Ballard
Section 34			
SE¼SE¼	40	063687	Lillian T. Hinkle
Section 35			
SW¼SW¼	40	063687	Lillian T. Hinkle
T. 11 S., R. 25 E.			
Section 1			
NE¼, E½NW¼, E½SE¼	320.22	061461	S. W. Lodewick
NW¼NW¼	40.18	063850	Frank E. Wimberley
Section 11			
SE¼NE¼	40	063854	Margaret W. Childress
Section 12			
E½NE¼	80	062045	Bert Ballard
S½NW¼, NE¼SW¼, NE¼SE¼	160	064119	Ola Wimberley
T. 11 S., R. 26 E.			
Section 1			
Lots 1, 2, 3, and 4	23.79	061517	Virginia Shaw
S½	320	062042	Cora Lodewick
Section 3			
Lots 1, 2, 3, and 4	24.64	061461	S. W. Lodewick
N½SE¼	80	062044	Bess V. Ballard
SW¼	160	062043	Laura Lodewick

Description	No. of Acres	Las Cruces Serial No.	Ownership of Application or Oil and Gas Lease
T. 11 S., R. 26 E. (continued)			
Section 4			
Lots 2, 3, 4, and 5, SE$\frac{1}{4}$	171	061461	S. W. Lodewick
Section 9			
Lots 1 and 2	7.6	061461	S. W. Lodewick
Lots 3 and 4	8.15		U. S. A.
NW$\frac{1}{4}$NE$\frac{1}{4}$	40	062042	Cora Lodewick
NE$\frac{1}{4}$NE$\frac{1}{4}$, S$\frac{1}{2}$NE$\frac{1}{4}$, SE$\frac{1}{4}$	280	026468	S. W. Lodewick and S. P. Johnson
Section 10			
S$\frac{1}{2}$NE$\frac{1}{4}$	80	062044	Bess V. Ballard
NW$\frac{1}{4}$	160	062043	Laura Lodewick
SW$\frac{1}{4}$, W$\frac{1}{2}$SE$\frac{1}{4}$, SE$\frac{1}{4}$SE$\frac{1}{4}$	280	026468	S. W. Lodewick and S. P. Johnson
NE$\frac{1}{4}$SE$\frac{1}{4}$	40	062042	Cora Lodewick
Section 11			
NW$\frac{1}{4}$	160	062044	Bess V. Ballard
E$\frac{1}{2}$, SW$\frac{1}{4}$	480	063540	S. W. Lodewick
Section 12			
All	640	062042	Cora Lodewick
Section 13			
All	640	062042	Cora Lodewick
Section 14			
N$\frac{1}{2}$	160	063540	S. W. Lodewick
S$\frac{1}{2}$N$\frac{1}{2}$, S$\frac{1}{2}$	480	062043	Laura Lodewick
Section 15			
N$\frac{1}{2}$NE$\frac{1}{4}$	80	026468	S. W. Lodewick and S. P. Johnson
S$\frac{1}{2}$NE$\frac{1}{4}$, SE$\frac{1}{4}$	240	062042	Cora Lodewick
W$\frac{1}{2}$	320	029232	S. W. Lodewick
Section 22			
All.	640	062043	Laura Lodewick
Section 23			
All	640	062043	Laura Lodewick
Section 24			
All	640	062044	Bess V. Ballard

Description	No. of Acres	Las Cruces Serial No.	Ownership of Application or Oil and Gas Lease
T. 11 S., R. 26 E. (continued)			
Section 25 N½, SW¼	480	062042	Cora Lodewick
Section 26 E½, E½NW¼	400	062043	Laura Lodewick
W½NW¼, SW¼	240	063855	James Q. Marshall
Section 27 NE¼, E½NW¼, NE¼SW¼, N½SE¼, SE¼SE¼	400	063855	James Q. Marshall
Section 33 Lots 1 and 2, W½NE¼, NE¼NE¼	133.70	063876	Lorene F. Wilhite
Section 34 NE¼, SE¼NW¼, N½SE¼	280	063855	James Q. Marshall
Section 35 N½, N½SW¼	400	063855	James Q. Marshall
T. 11 S., R. 27 E.			
Section 7 Lots 1, 2, 3, and 4, E½W½, NE¼	460.24	062020	Lillian Coll
Section 18 Lots 1, 2, 3, and 4, E½W½	298.60	062020	Lillian Coll
Section 19 Lots 1, 2, 3, and 4	139.76	061266	Marion Roney, also known as Marian Roney

STATE LANDS

Description	No. of Acres	State Lease No. and Exp. Date	Oil and Gas Lease Ownership
New Mexico Principal Meridian			
T. 10 S., R. 25 E.			
Section 36 S½SE¼	80	E-354-2 Exp. 6-11-55	Richfield Oil Corporation 555 South Flower Street Los Angeles 13, California

Description	No. of Acres	State Lease No. and Exp. Date	Oil and Gas Lease Ownership
T. 10 S., R. 26 E.			
Section 32 E½SE¼	80	B-10516-10 Exp. 8-10-53	Ernest N. Carter Santa Barbara, California
W½SE¼	80	E-351-1 Exp. 6-11-55	DeKalb Agricultural Association, Inc. DeKalb, Illinois
NE¼SW¼	40	B-7282-25 Exp. 10-28-47	F. A. Behrendt Long Beach, California
NW¼SW¼, SE¼SW¼	80	E-354-2 Exp. 6-11-55	Richfield Oil Corporation 555 South Flower Street Los Angeles 13, California
SW¼SW¼	40	B-8023-5 Exp. 2-17-49	Hattie E. Rogers, et al Los Angeles, California
Section 34 SW¼SW¼	40	B-8850-14 Exp. 10-19-50	Geo. E. Schultz Inglewood, California
SE¼SW¼, SW¼SE¼	80	E-107 Exp. 2-10-55	Lee Dora Lucas Roswell, New Mexico
T. 11 S., R. 26 E.			
Section 2 Lots 7 and 8, NW¼SE¼, SE¼SE¼	91.47	E-354-1 Exp. 6-11-55	DeKalb Agricultural Association, Inc. DeKalb, Illinois
SW¼SE¼	40	B-8716-15 Exp. 6-25-50	Alexander Soules and Walter M. Soules 743 Santee Street Los Angeles, California
NE¼SW¼, S½SW¼	120	B-10517-3 Exp. 8-10-53	H. Rummel Anderson 35 Calle Claravista Tucson, Arizona
Lots 5 and 6, NW¼SW¼	51.93	E-354-2 Exp. 6-11-55	Richfield Oil Corporation 555 South Flower Street Los Angeles, California
Section 3 S½SE¼	80	B-10517-3 Exp. 8-10-53	H. Rummel Anderson 35 Calle Claravista Tucson, Arizona
Section 10 N½NE¼	80	B-10517-3 Exp. 8-10-53	H. Rummel Anderson 35 Calle Claravista Tucson, Arizona

Description	No. of Acres	State Lease No. and Exp. Date	Oil and Gas Lease Ownership
T. 11 S., R. 26 E. (continued)			
Section 16			
NE¼NE¼	40	B-8463 Exp. 1-8-50	Honolulu Oil Corporation Los Angeles, California
Lots 1, 2, 3, and 4, W½E½, SE¼NE¼, E½SE¼	299.60		State of New Mexico
Section 21			
E½NE¼, NE¼SE¼	120		State of New Mexico
Section 27			
SW¼SE¼	40		State of New Mexico
T. 11 S., R. 27 E.			
Section 6			
Lot 1, SE¼	166.70	B-8443-3 Exp. 12-12-49	Richfield Oil Corporation 555 South Flower Street Los Angeles 13, California
Lots 3, 4, 5, and 6, E½SW¼	164.06	B-8443-2 Exp. 12-12-49	DeKalb Agricultural Association, Inc. DeKalb, Illinois

PRIVATELY OWNED LANDS

Description	No. of Acres	Ownership
New Mexico Principal Meridian		
T. 11 S., R. 25 E.		
Section 1		
W½SE¼, E½SW¼	160	C. Goedert
SW¼NW¼, W½SW¼	120	J. D. Zimmerman
Section 2		
E½SE¼	80	J. D. Zimmerman
Section 11		
NE¼NE¼	40	J. D. Zimmerman
E½SE¼	80	D. R. Britt, Jr., et al
Section 12		
W½NE¼, N½NW¼, W½SW¼, SE¼SW¼, W½SE¼, SE¼SE¼	400	D. R. Britt, Jr., et al
Section 13		
N½	320	D. R. Britt, Jr., et al
SW¼	160	H. C. Chittenden
SE¼	160	C. M. Sawey, et al

Description	No. of Acres	Ownership
T. 11 S., R. 25 E. (continued)		
Section 14		
$E\frac{1}{2}NE\frac{1}{4}$	80	C. M. Sawey, et al
$E\frac{1}{2}SE\frac{1}{4}$	80	Paul King
Section 23		
$E\frac{1}{2}NE\frac{1}{4}$	80	Paul King
Section 24		
$NE\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$	280	C. M. Sawey, et al
$NW\frac{1}{4}NE\frac{1}{4}$	40	Walter C. Lindley
$NW\frac{1}{4}$	160	Paul King
$SW\frac{1}{4}$	160	C. Juelfs
Section 25		
$E\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$	120	C. M. Sawey, et al
$W\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$	120	C. Juelfs
T. 11 S., R. 26 E.		
Section 2		
$NE\frac{1}{4}SE\frac{1}{4}$	40	R. H. Rice
Section 4		
Lot 1	5.63	Orville Greenwood
Section 21		
Lots 1, 2, 3, and 4, $W\frac{1}{2}SE\frac{1}{4}$	105.60	C. M. Sawey, et al
$W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$	120	Ownership not determinable at present time
Section 27		
$W\frac{1}{2}W\frac{1}{2}$, $SE\frac{1}{4}SW\frac{1}{4}$	200	Ownership not determinable at present time.
Section 28		
Lots 1, 2, 3, and 4, $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$	267.84	C. M. Sawey
$E\frac{1}{2}NE\frac{1}{4}$	80	Ownership not determinable at present time
Section 33		
$SE\frac{1}{4}NE\frac{1}{4}$	40	Annie L. Richards
Section 34		
$N\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$	120	Annie L. Richards
$N\frac{1}{2}SW\frac{1}{4}$	80	Fin and Feather Club
Total	16,901.14 acres	

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned are the owners of an oil and gas lease issued by the Secretary of the Interior of the United States pursuant to the Act of Congress approved February 25, 1920, (41 Stat. 437), as amended, upon land belonging to the United States of America, bearing serial number _____, covering the following described land situate in the County of Chaves, State of New Mexico, to wit:

and

WHEREAS, RICHFIELD OIL CORPORATION, a Delaware corporation, has an option to commit said lease and lands to that certain "Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico" in the form approved by the Secretary of the Interior of the United States, and to acquire an operating agreement thereon covering all or a part of said land;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby consent that the above described land, or any part thereof, may be made the subject of or committed to said Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, under said Act of Congress, as amended, and hereby make, constitute and appoint any executive officer of RICHFIELD OIL CORPORATION irrevocably as their attorney-in fact for them and each of them in their place and stead at any time to commit said lease and land, or any part thereof, to the extent of the

interests of the undersigned therein, to the aforesaid unit agreement, and to execute such unit agreement on behalf of the undersigned, subject to the final approval of said unit agreement by the Secretary of the Interior, and to execute all instruments and do all things necessary to make said unit agreement effective.

Executed this _____ day of _____, 1946.

_____

_____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 1946, before me personally appeared _____

_____,

to me known to be the person_ described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

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

_____
Notary Public

My commission expires:

_____

ROYALTY OWNERS' CONSENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, in the form approved by the Secretary of the Interior, the Oil Conservation Commission of the State of New Mexico, and the Commissioner of Public Lands of the State of New Mexico, the undersigned, owners of royalties in, or interests in oil and gas and/or production thereof in, or other interests in the leases, contracts and lands described in, committed to, and made subject to said unit agreement by the owners of working interests therein, do hereby, severally, each to the extent of his particular ownership or interest in said leases, contracts and lands, approve and ratify the said and foregoing unit agreement, and join in and adopt the terms thereof as applicable to said leases, contracts and lands and our royalty interests, or other interests therein, and hereby consent to the Working Interest Owners under said leases, contracts and lands becoming a party to said foregoing unit agreement and committing said leases, contracts and lands thereto, and the undersigned further agree that all leases, contracts and agreements concerning said lands heretofore entered into by the undersigned with any of the parties approving, subscribing or consenting to said unit agreement, are hereby modified and amended in all particulars necessary to conform said leases, contracts and agreements to the provisions of said unit agreement.

Dated: _____, 1946.

Witness: _____

_____ _____

Address: _____

_____

_____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 1946, before me personally appeared _____

_____

to me known to be the person_ described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

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

_____
Notary Public

My commission expires:

_____

CERTIFICATE OF APPROVAL

OF THE STATE OF NEW MEXICO

The undersigned, having this day examined an agreement for the cooperative or unit operation and development of a prospective oil or gas field or area, which agreement is entitled "Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico", entered into between RICHFIELD OIL CORPORATION, a Delaware corporation, as Unit Operator, and likewise subscribed by numerous Working Interest Owners and Royalty Owners, to which agreement this certificate is attached; and

WHEREAS, upon examination thereof the Commissioner finds:

(a) that such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said field;

(b) that under the operations proposed the State will receive its fair share of the recoverable oil or gas in place under its lands in the area affected;

(c) that the agreement is in other respects for the best interests of the State;

(d) that the agreement provides for the unit operation of the field, for the allocation of production and the sharing of profits from the lands within the unit area covered by said agreement and committed thereto on an acreage basis, as specified in said agreement;

NOW, THEREFORE, by virtue of the authority conferred upon me by Chapter 88 of the Laws of the State of New Mexico, 1943, approved April 14, 1943, I, the undersigned, Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said agreement as to the lands of the State of New Mexico included in

said Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, and subject to all the provisions of the aforesaid Chapter 88 of the Laws of the State of New Mexico, 1943.

Executed this _____ day of _____, 1946.

_____
Commissioner of Public Lands of the
State of New Mexico

APPROVAL - CERTIFICATION - DETERMINATION

Pursuant to the statutory authority vested in the Secretary of the Interior under the Act approved March 4, 1931, 46 Stat. 1523, and the Act approved August 21, 1935, 49 Stat. 674, amending the Act approved February 25, 1920, 41 Stat. 437; 30 U. S. C. 226, 184 and 189, in order to secure the proper protection of the public interests, I, _____ _____ Secretary of the Interior, this _____ day of _____, 1946, hereby take the following action:

A. Approve the attached agreement for the development and operation of the Comanche unit area, New Mexico;

B. Determine and certify that the plan of development and operation contemplated in said agreement is for the purpose of more properly conserving the oil or gas resources of said unit area and is necessary and advisable in the public interest.

_____
Secretary of the Interior

C O P Y

UNITED STATES

DEPARTMENT OF THE INTERIOR

OFFICE OF THE SECRETARY

WASHINGTON 25, D. C.

APR - 2 1946

Richfield Oil Corporation,
Richfield Building
Los Angeles 13, Calif.

Gentlemen:

Under date of March 15 you submitted for consideration, through the office of the oil and gas supervisor of the Geological Survey at Roswell, New Mexico, a proposed text of a unit agreement for the Comanche Area, Chaves County, New Mexico.

Enclosed is one copy of the text you submitted in which certain revisions have been indicated. In the absence of any objection not now apparent in the record or hereafter presented, a duly executed agreement which is identical with the enclosed revision of your original proposed text, if submitted within a reasonable period of time, will receive final approval.

Very truly yours,

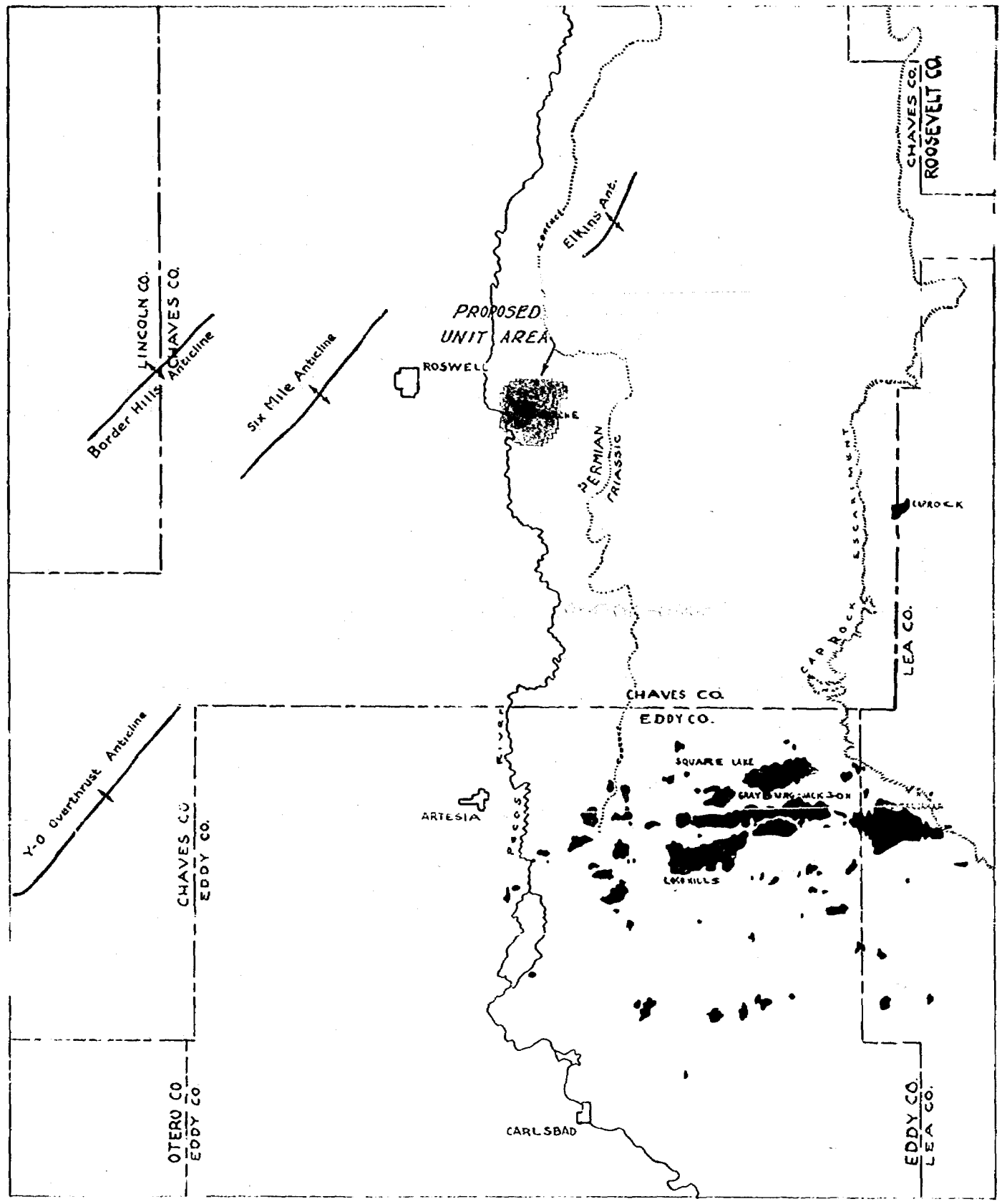
(signed) R. R. SAYERS

Acting Assistant Secretary

Enclosure 513.

EXHIBIT B

RICHFIELD OIL CORPORATION



REGIONAL MAP
OF
MIDDLE PECOS VALLEY AREA
NEW MEXICO

EXHIBIT C