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STATE OF NEW MEXICO, COUNTY OF SAN JUAN: SS.
I hereby certify that this instrument was filed
for record on the 7 day of May, 1953,
at 10:05 o'clock A.M. and duly recorded in Book
201 page 399 of the Records of said county.

Virginia L. Kattell
County Clerk and ex-officio Recorder

GIA-6

GAS RIGHTS SALE AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of March, A.D. 1953, by and between LUCERNE CORPORATION, a Delaware corporation whose address is 1107 Mercantile Securities Building, Dallas 1, Texas, (hereinafter called "Lucerne") and EL PASO NATURAL GAS COMPANY, a Delaware corporation whose post office address is Post Office Box 1492, El Paso, Texas, (hereinafter called "El Paso"),

W I T N E S S E T H :

WHEREAS, Lucerne is the present owner of that certain Oil and Gas Lease bearing Serial Number Santa Fe 078389, dated March 1, 1951, executed by the United States of America as Lessor to Neva J. Roberson as Lessee, covering the following described lands located in San Juan County, New Mexico, to wit:

Township 31 North, Range 10 West, N.M.P.M.

- Section 3: S/2
- Section 4: SE/4
- Section 9: E/2, SW/4
- Section 10: N/2

(all of the foregoing lands lying outside the area of the proposed San Juan 32-9 Unit)

- Section 11: All
- Section 12: W/2, NE/4, W/2 SE/4

(the lands lying in Sections 11 and 12 are within the area of the proposed San Juan 32-9 Unit)

containing 2,480 acres, more or less;

and,

BEFORE EXAMINER CATANACH	
OIL CONSERVATION DIVISION	
EXHIBIT NO.	<u>A</u>
CASE NO.	<u>11808 + 11809</u>

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WHEREAS, El Paso is the owner and operator of gathering and transmission facilities for gathering and transmission of natural gas within and extending beyond San Juan County, New Mexico, and is desirous of acquiring reserves for its pipe line requirements;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable considerations, the full receipt and sufficiency of all of which are hereby acknowledged by each of said parties, the said parties hereby agree as follows:

ARTICLE I

Definitions

As used in this agreement, the following terms have the meanings herein stated:

Section 1. The term "day" shall mean a period of twenty-four (24) consecutive hours beginning and ending at seven (7) o'clock A.M. Mountain Standard Time.

Section 2. The term "month" shall mean a period commencing at seven (7) o'clock A.M. Mountain Standard Time on the first day of any calendar month and ending at seven (7) o'clock A.M. Mountain Standard Time on the first day of the next succeeding calendar month.

Section 3. The term "year" means a period of twelve (12) months beginning at seven (7) o'clock A.M. Mountain Standard Time on the first day of any calendar month and ending at seven (7) o'clock A.M. on the first day of the same calendar month of the next succeeding year.

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Section 4. The term "gas" shall mean natural gas.

Section 5. The term "lease" means the above described oil and gas lease.

Section 6. The term "m.c.f." means one thousand (1,000) cubic feet.

Section 7. The term "PSIG" means pounds per square inch gauge.

Section 8. The term "subject lands" means all lands covered by Lucerne's lease above described.

Section 9. The term "lands outside the unit area" means the lands located in Sections 3, 4, 9 and 10 above described.

Section 10. The term "lands inside the unit area" means the lands in Sections 11 and 12 above described.

Section 11. The term "overriding royalty" as applied to Lucerne's interest means the right to receive the hereinafter specified payments out of Lucerne's share of production free and clear of any cost, expense, charge, deduction or tax levied on production, severance or transportation.

Section 12. The term "open flow capacity" means the ability or capacity of a gas well to produce gas for a period of twenty-four (24) hours as determined by the most recent open flow test conducted by the parties hereto by flowing the well wide open against no back pressure for a period of six (6) consecutive hours, after it has been shut in for a period of at least seventy-two (72) consecutive hours, and computing the open flow capacity from center

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impact readings taken by means of a Pitot tube in accordance with the Walter Reid formula or conducted in such other manner as may be agreed upon between the parties.

Section 13. The term "gas well" means any well

(a) which produces gas not associated or blended with crude petroleum oil at the time of production, or

(b) which produces more than one hundred (100) m.c.f. of gas to each barrel of oil from the same producing horizon.

Section 14. The term "oil" means any liquid hydrocarbon having a gravity of fifty (50) or less degrees A.P.I.

Section 15. The term "oil well" is any well which produces one (1) barrel or more of oil to each one hundred (100) m.c.f. of gas.

ARTICLE II

Rights Hereby Sold

Section 1. Lucerne represents and warrants that it owns or has the right to acquire all of the production of gas from the subject lands subject only to the usual royalty of one-eighth (1/8) payable to the United States of America and an overriding royalty of five per cent (5 %) of gas produced.

Section 2. Subject to the terms and provisions of this agreement, Lucerne agrees to sell and deliver to El Paso and El Paso agrees to purchase from Lucerne and pay for the entire working interest of Lucerne, free and clear of liens and of contracts for the sale of gas produced therefrom, as and in the manner hereinafter set forth in the subject lands and lease in so far as such interest pertains to the right to explore for and produce gas from any zones and/or formations down to and including the base of the

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Point Lookout member of the Mesaverde Series (hereinafter sometimes referred to as "Mesaverde formation").

Section 3. The sale of the lease provided for in Section 2 above shall include not only the said lease of Lucerne but also the right of ingress to and egress from the leased premises, including but not limited to the right to construct and maintain on the subject lands all works, buildings, plants, water ways, roads, telegraph and telephone lines, pipe lines, reservoirs, tanks, pumping stations and other structures necessary or appropriate to the full enjoyment of the interest in said lease sold in Section 2 above, together also with the right to develop water on the subject lands and to use same in connection with El Paso's operations hereunder, but all subject to the terms, provisions and conditions hereof and to the provisions of the said lease and any assignments thereof under which Lucerne's title is derived.

Section 4. In connection with assignment of the above lease, it is agreed that

(a) Lucerne shall execute appropriate joinder committing the lands in Sections 11 and 12 to the San Juan 32-9 Unit Agreement and, upon approval of such unit agreement by the Secretary of the Interior or his duly authorized subordinate, said lease, in so far as it covers the lands lying in Sections 11 and 12, shall be assigned by Lucerne to El Paso and, upon request of Lucerne, El Paso shall execute and deliver to Lucerne appropriate operating agreements (subject however to the Unit Agreement and Unit Operating

Agreement) covering the oil rights to all depths and gas rights below the Mesaverde formation hereinafter reserved by Lucerne; and

(b) As to the subject lands lying outside the 32-9 unit area, Lucerne shall execute and deliver to El Paso an appropriate operating agreement covering the rights acquired by El Paso pursuant to the terms hereof and El Paso shall commit its operating rights by appropriate joinder to the Blanco Development Contract No. 2.

The assignment or operating agreement, as the case may be, shall reserve to Lucerne the overriding royalties on gas produced from horizons above the Mesaverde formation. In the event El Paso is unable to obtain approval of its joinder to the Blanco Development Contract No. 2 or the Secretary of the Interior does not approve the San Juan 32-9 Unit Agreement, then El Paso, at its option, may reassign the interest acquired by it in all tracts of the subject lands which have not been relieved of acreage accountability.

ARTICLE III

Options and Reservations

Section 1. The obligation of Lucerne to sell and deliver said lease to El Paso hereunder is made expressly subject to the royalty provided in said lease and the overriding royalty above specified.

Section 2. In addition to the outstanding interests specified in Section 1 of this Article III, Lucerne hereby excepts and reserves and retains unto itself, its successors and assigns, or to

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such person or persons as Lucerne may designate, the following:

(a) An overriding royalty on Lucerne's interest in all gas produced and saved from said lease and the subject lands or on gas produced and saved from an approved unit area and allocated to the subject lands and lease as follows:

(1) Five cents (5¢) per m.c.f. on all such gas produced and saved during the first 3-1/3 years after the date of closing;

(2) Six cents (6¢) per m.c.f. on all such gas produced and saved during the next 3-1/3 years after the date of closing;

(3) Seven cents (7¢) per m.c.f. on all such gas produced and saved during the next 3-1/3 years after the date of closing;

(4) Eight cents (8¢) per m.c.f. on all such gas produced and saved during the next one year after the date of closing;

(5) Nine cents (9¢) per m.c.f. on all such gas produced and saved during the next 3 years after the date of closing;

(6) Ten cents (10¢) per m.c.f. on all such gas produced and saved during the next one year after the date of closing;

(7) Not less than ten cents (10¢) per m.c.f. on all such gas produced and saved thereafter.

(b) The volumes of gas, upon which the overriding royalties described in Paragraphs (a) and (c) of this Article III shall be paid, shall be computed upon a pressure base of 15.025 pounds per

square inch absolute and at a temperature base of 60 degrees Fahrenheit, and shall be otherwise computed in accordance with the specifications prescribed in Gas Measurement Committee Report No. 2, dated May 6, 1935, of the Natural Gas Department of the American Gas Association, including the appendix thereto and subsequent amendments and appendices from time to time made. Proper corrections shall be made for deviation from Boyle's Law, the specific gravity and the flowing temperatures of the gas produced hereunder. Proper deduction shall be made from such volumes for gas used in development and operation of the subject lands and for loss due to shrinkage by reason of extractions of hydrocarbons from such gas.

(c) The overriding royalty specified in sub-paragraph (7) of Paragraph (a) above shall in no event be less than the amount stated therein but shall be arrived at as follows: Approximately ninety (90) days prior to the end of the first fifteen (15) years following the date of closing the parties shall attempt to agree upon the amount of such overriding royalty for the next five-year period. If the parties agree upon such overriding royalty, then such amount shall be the overriding royalty to be received by Lucerne hereunder for such period. If the parties cannot agree upon such amount, then such amount shall be determined by a board of arbitrators to be appointed as provided in Article VIII hereof. The board of arbitrators, in determining the amount of such overriding royalty, shall base their decision on the then value of such gas at the well head, considering only quality and pressure of gas,

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aggregate quantity of delivery and the then current field prices (of then newly negotiated contracts) of gas in other fields connected to or in the area of any of El Paso's pipe lines or gathering systems or of any pipe line system to which any of El Paso's pipe lines or gathering systems are then connected and such other directly related pertinent factors which said board shall deem proper to consider in order to fairly determine the amount of such overriding royalty. The overriding royalty reserved by Lucerne in Paragraph (a) above shall be determined for each five-year period after the twentieth year following the date of closing in like manner to that provided above for the five-year period next following the fifteenth year after the date of closing, but in no event shall the amount of such overriding royalty be less than 10¢ per m.c.f.

(d) An overriding royalty in the amount of thirty-three and one third per cent ($33\frac{1}{3}\%$) on Lucerne's interest in all liquid hydrocarbons which may be recovered or extracted from gas produced from the lease and the subject lands. El Paso shall pay to Lucerne the estimated value of $33\frac{1}{3}\%$ of all liquids produced with or contained in gas produced from the subject lands and applicable to Lucerne's interest therein regardless of whether such liquids are extracted from the gas. If the parties are unable to agree upon the estimated value, then the amount thereof shall be determined by arbitration as provided in Article VIII hereof.

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(e) It is understood that the Secretary of the Interior may not approve reservations of overriding royalties described in Paragraphs (a), (b), (c) and (d) above unless such overriding royalties on any particular lease from which the average production of gas per well per day is 500 m.c.f. or less are converted to a working interest. Therefore, it is agreed that Lucerne, in the assignments containing its reservation of such overriding royalties, may provide for the suspension of such overriding royalties when production is 500 m.c.f. per day or less; provided, however, that, notwithstanding such provision, it is agreed that, during any and all such periods when production on said lease shall be less than such amount, Lucerne shall receive in lieu of such overriding royalties a portion of the working interest therein (including liquid hydrocarbons after extraction) in an amount to be agreed upon by the parties hereto and, if they cannot so agree, then in an amount to be agreed upon by arbitration pursuant to Article VIII hereof. El Paso agrees that, in any event, Lucerne shall receive such amount of working interest (including liquid hydrocarbons after extraction) in said leases so that its net receipts in cash shall be equal to the amount it would have received as overriding royalty and Lucerne agrees to sell its working interest gas to El Paso on such basis.

(f) All oil in, to and under the said lease and subject lands, together with the right of ingress and egress to and from the subject lands for the purpose of exploring for, producing and removing same, and construction and operation of all facilities necessary

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or appropriate in connection therewith. In the event Lucerne drills any well through any zone from which El Paso shall be producing gas, then Lucerne shall take adequate measures to protect said zone against infiltration of water and/or loss of gas.

(g) All gas and other hydrocarbon substances in, to and under the said lease and subject lands in all formations below the Mesa-verde formation, together with the right of ingress and egress to and from the subject lands for the purpose of exploring for, producing and removing same, and construction and operation of all facilities necessary or appropriate in connection therewith, but subject to the provisions of Sections 2 and 3 of Article V hereof.

ARTICLE IV

Payment

Section 1. El Paso assumes and agrees to pay, as and when the same shall become due and payable, all outstanding royalty and overriding royalty applicable to all gas, oil and/or other hydrocarbons produced and saved by El Paso. The overriding royalties payable to Lucerne shall be payable only on Lucerne's net interest after deduction of royalty and overriding royalties payable to others.

Section 2. El Paso agrees to pay to Lucerne at Dallas, Texas, on or before the 20th day of each month, the overriding royalties hereby reserved by Lucerne and, in the event El Paso fails to take during any calendar year the minimums hereinafter provided, and the wells are capable of delivering such minimums, then El Paso shall pay to Lucerne on or before the 20th day of January of each year the

difference between the amounts paid for gas actually taken by El Paso during the calendar year and the contract minimums which could be delivered from wells on the subject lands.

Section 3. Lucerne shall have the right to examine at reasonable times the books, records, laboratory tests and charts of El Paso to the extent necessary to verify the accuracy of any statement, test, chart or computation made under or pursuant to any of the provisions of this agreement.

ARTICLE V

Development

Section 1. With reference to subject lands lying outside the San Juan 32-9 Unit area, El Paso agrees to complete one well in the Mesaverde formation, unless said well can be completed as a commercial producer in a shallower formation, each year for a period of three (3) years and, in addition thereto, to protect the subject lands lying outside such unit area from drainage and to continue reasonable development of any undeveloped lands in such manner as a reasonably prudent operator would do under the same or similar circumstances. With reference to subject lands lying inside the San Juan 32-9 Unit area, El Paso agrees (subject to approval of the Supervisor, United States Geological Survey) to drill and complete two (2) wells in the Mesaverde formation, unless said well(s) can be completed as a commercial producer at a shallower depth, within three (3) years from date of closing hereof, and thereafter to continue further development in accordance with the development plan for the unit area.

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Section 2. El Paso shall have the right to drill for oil or gas in formations below the Mesaverde formation. If El Paso should discover gas in commercial quantities in any such well below the Mesaverde formation, Lucerne agrees to assign (to the extent of its interest) to El Paso the legally authorized drilling unit upon which such well shall be located as to all formations down to and including the formation from which such well shall be producing under the same terms and conditions as such drilling unit shall have been assigned to El Paso hereunder as to all formations lying above the base of the Mesaverde formation.

Section 3. If El Paso shall drill and complete an oil well on the subject lands, El Paso shall notify Lucerne immediately of such well, its location, cost, and the results of any tests and other technical data in connection therewith. Lucerne shall have the option to acquire such oil well from El Paso upon payment of El Paso's cost of drilling, completing and equipping the same, such option to be exercised within ninety (90) days after receipt of such notice. If Lucerne should not exercise such option, then such well shall belong to El Paso but El Paso shall pay to Lucerne the same overriding royalty it has agreed to pay Lucerne on other liquid hydrocarbons hereunder. In case a well is completed in any formation below the Mesaverde formation which shall be producing less than 20 barrels of oil per day and which also shall be producing gas in commercial quantities, Lucerne shall have the further option to set a separator on the flow line from such well at a mutually agreeable point to

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separate the oil from the gas and, in such event, all oil so separated shall belong to Lucerne.

ARTICLE VI

Minimum Gas Production

Section 1. El Paso agrees that, as soon as possible after completion of a commercial gas well on the subject lands, it shall connect such well to its facilities and shall commence taking gas therefrom. El Paso's obligations to take gas are subject to the ability of any well or wells to produce the hereinafter specified quantities into El Paso's facilities against the field working pressure on a 50% load factor basis under the rules and regulations of governmental authorities having jurisdiction thereof.

(a) With reference to subject lands outside the San Juan 32-9 Unit area, El Paso agrees to take ratably from each of said wells with a minimum of 500 m.c.f. per well per day averaged on an annual daily basis;

(b) With reference to subject lands lying inside the San Juan 32-9 Unit area, El Paso agrees to take the allocated production of gas attributable to subject lands ratably with other production from said unit area.

Section 2. If Lucerne should drill a well or wells in formations below the Mesaverde formation producing gas in commercial quantities, then Lucerne shall notify El Paso in writing immediately of such well, its location, cost and the results of any tests or other technical

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data in connection therewith. El Paso shall have an option, to be exercised within ninety (90) days after receipt of such notice, to acquire said lease in so far as said lease covers

(a) the formation from which such production has been obtained, and,

(b) the legally authorized drilling unit upon which such well is located,

such acquisition to be upon the same terms and conditions as the leasehold interest being sold to El Paso herein, and El Paso shall pay to Lucerne the overriding royalties at the same rates then being paid for shallower production hereunder, except that El Paso, in such event, shall pay to Lucerne in cash the cost to Lucerne of drilling, completing and equipping such well.

ARTICLE VII

Title

Section 1. As soon as possible after the date of execution of this agreement, Lucerne shall submit to El Paso abstracts of title covering the records of the New Mexico District Land and Survey Office, Bureau of Land Management, Santa Fe, New Mexico, and of the County Clerk, Probate Clerk and District Court Clerk of San Juan County, New Mexico, applicable to the subject lands and certified approximately to date of this agreement. El Paso shall have a period of ten (10) days thereafter within which to examine such abstracts and to furnish Lucerne written opinion containing any objections or requirements as to title, and Lucerne shall have a reasonable period thereafter within which to submit any curative

matter necessary to cure any such title objections. If such curative matter is not submitted within sixty (60) days from date of El Paso's opinion, then El Paso, at its option, may terminate this agreement and, in such event, neither party shall be liable to the other hereunder, but El Paso, at its option, may accept the uncured title and this agreement thereupon shall continue in effect.

Section 2. Failure of governmental regulatory bodies to approve transfers of title is not to be considered an objection to title under this Article. Title shall be considered good in Lucerne if Lucerne has a valid right to extract and remove gas from the subject lands, subject only to the royalty and overriding royalties above mentioned.

ARTICLE VIII

Arbitration

Section 1. If and whenever any controversy shall arise out of this agreement or out of the refusal of either party to perform the whole or any part thereof and the parties shall be unable to agree with respect to such controversy, the same shall be submitted for determination by a board of three arbitrators chosen as follows: Upon written demand of either party and within ten (10) days from the date of such demand, each party shall name an arbitrator and the two arbitrators so named shall promptly thereafter choose a third. If either party shall fail to name an arbitrator within ten (10) days from such demand, the other party shall name the second arbitrator as well as the first, or if the two arbitrators shall fail

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within ten (10) days from their appointment to agree upon and appoint the third arbitrator, then upon written application by either party such third arbitrator may be appointed by the American Arbitration Association.

Section 2. The board of arbitrators so chosen shall proceed immediately to hear and determine the question or questions in dispute. The decision of the board of arbitrators or majority thereof shall be made within forty-five (45) days after the appointment of the third arbitrator, subject to any reasonable delay due to unforeseen circumstances. In the event the board or majority thereof should fail to make a decision within sixty (60) days after the appointment of the third arbitrator, new arbitrators may at the election of either party be chosen in like manner as if none had previously been selected.

Section 3. The decision of the arbitrators shall be drawn up in writing and signed by the arbitrators or a majority of them and shall be final and binding as to the parties hereto and as to any question or questions so submitted to said arbitrators, and said parties shall abide by such decision and perform the terms and conditions thereof. Unless otherwise determined by the arbitrators, all expense in connection with such arbitration, including a reasonable compensation to the arbitrators, shall be divided equally between the parties hereto, with the exception of expenses of counsel, witnesses and employees of the parties hereto, which, unless otherwise determined by the arbitrators, shall be borne by the parties incurring them.

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ARTICLE IX

Well Data and Tests

Section 1. Each party shall furnish to the other promptly the well logs, pressure and volume data, laboratory tests and all other technical data in connection with any well which may be drilled by either party on the subject lands.

Section 2.. El Paso agrees to notify Lucerne promptly of all shows of oil in any well which may be drilled hereafter by or for El Paso on the subject lands. Lucerne shall have the right, at its expense, to require El Paso to core any zone that Lucerne considers as possible oil productive and to require El Paso to perform drill stem tests or other tests to determine the existence or quantity of oil in any horizon. Lucerne, at all times, shall have access to the derrick floor of any and all wells drilled on the subject lands.

ARTICLE X

Favored Nations Clause

If El Paso shall hereafter purchase any oil and gas leases covering land situated within 200 miles of the subject lands and shall pay a higher overriding royalty on gas, considering quality and pressure, than the total overriding royalty stipulated herein for gas or shall pay a higher overriding royalty on the liquid hydrocarbons contained therein, considering quantity and quality, then El Paso shall thereafter pay such higher overriding royalty for gas or liquid hydrocarbons thereafter produced to Lucerne hereunder for so long as El Paso shall pay such higher overriding royalty to others.

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ARTICLE XI

Miscellaneous

Section 1. Whenever requested by El Paso, Lucerne shall execute, or cause to be executed by record owners of its interest, communitization agreements in the usual form when necessary to obtain a legally authorized drilling unit. Whenever El Paso desires to conduct drilling operations below the Mesaverde formation and makes written request, Lucerne shall execute, or cause to be executed by the record owners of its interests, all designations of operator or other instruments required to enable El Paso to conduct such operations. Whenever El Paso desires to include all or any part of the subject lands within a unit agreement, Lucerne shall cooperate with El Paso by executing such unit agreement and unit operating agreement and requesting approval thereof.

Section 2. Except for El Paso's obligation to make payments of overriding royalties hereunder and except for the obligation of either party to make any other cash payment hereunder, neither party hereto shall be liable for any failure to perform the terms of this agreement when such failure is due to "force majeure".

Section 3. No modification of the terms and provisions of this agreement shall be or become effective except by the execution of supplementary written contracts.

Section 4. No waiver by either party of any one or more defaults by the other in the performance of any provision of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

Section 5. Except as herein otherwise provided, any notice, request, demand, statement or bill provided for in this agreement, or any notice which either party may desire to give to the other, shall be in writing and shall be considered as duly delivered when duly deposited in the United States Mail, registered and postage prepaid, addressed to such other party at its said address. Either party may change its address hereunder by giving such a notice thereof to the other party. Routine communications, including monthly statements and payments, shall be considered as duly delivered when mailed by either registered or ordinary mail. In the event of emergency, notice may be given by telephone or telegraph and confirmed in writing delivered as aforesaid.

Section 6. This agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction. The interpretation and performance of this agreement shall be in accordance with the laws of the State of Texas.

Section 7. This contract shall inure to the benefit of and be binding upon the said parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their respective Presidents, thereunto duly authorized, and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant

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Notarizes, as of the day and year first above written.

LUCERNE CORPORATION

By J. M. Jacobson
President

EL PASO NATURAL GAS COMPANY

By C. L. Perkins
Vice President

Mary T. Jackson
Secretary

A. C. Martch
Asst. Secretary

STATE OF TEXAS

COUNTY OF DALLAS

On this 31st day of March, 1953, before me appeared J. M. Jacobson, to me personally known, who, being by me duly sworn, did say that he is the President of LUCERNE CORPORATION, a 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 J. 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 seal the day and year first above written.

My commission expires:

June 1, 1953

Mary T. Jackson MARY T. JACKSON
Notary Public

STATE OF TEXAS

COUNTY OF EL PASO

On this 27 day of April, 1953, before me appeared C. L. PERKINS, to me personally known, who, being by me duly sworn, did say that he is the Vice President of EL PASO NATURAL GAS COMPANY, a 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 C. L. PERKINS acknowledged said instrument to be the free act and deed of said corporation.

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

My commission expires:

E. M. RICHARDSON
Notary Public, in and for El Paso County, Texas
My commission expires June 1, 1953

E. M. Richardson
Notary Public