

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION OF THE
ALLISON UNIT AREA
COUNTIES OF SAN JUAN, NEW MEXICO,
and
LAPLATA AND ARCHULETA, COLORADO,
I - SEC. NO. 752

THIS AGREEMENT, entered into as of the 15th day of November,
19 49, by and between the parties subscribing, ratifying, or consenting here-
to, and herein referred to as the "parties hereto,"

W I T N E S S E T H:

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

WHEREAS, the Act of February 25, 1920, 41 Stat. 437, 30 U.S.C. Secs.
181, et seq., as amended by the Act of August 8, 1946, 60 Stat. 950, author-
izes Federal lessees and their representatives to unite with each other, or
jointly or separately with others, in collectively adopting and operating un-
der a cooperative or unit plan of development or operation of any oil or gas
pool, field, or like area, or any part thereof, for the purpose of more prop-
erly conserving the natural resources thereof whenever determined and certi-
fied by the Secretary of the Interior to be necessary or advisable in the pub-
lic interest; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico
is authorized by an act of the Legislature (Ch. 88, N.M. Laws 1943) to consent
to or approve this agreement on behalf of the State of New Mexico insofar as
it covers and includes lands and mineral interests of the State of New Mexico;
and

WHEREAS, the Oil Conservation Commission of the State of New Mexi-
co is authorized by an act of the Legislature (Ch. 72, N.M. Laws of 1935 as
amended by Ch. 168, N.M. Laws of 1949) to approve this agreement and the
conservation provisions thereof; and

WHEREAS, the parties hereto hold sufficient interests in the
ALLISON UNIT AREA to give reasonably effective control of operation therein;
and

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

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

ENABLING ACT AND REGULATIONS 1. The Act of February 25, 1920, as amended, supra, and all valid pertinent regulations, including operating and unit plan regulations, heretofore issued thereunder or valid pertinent and reasonable regulations hereafter issued thereunder are accepted and made a part of this agreement, and as to non-Federal land applicable State laws are accepted and made part of this agreement.

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

TOWNSHIP 32 NORTH, RANGE 6 WEST, N.M. P.M., NEW MEXICO

	<u>ACRES</u>
Section 7: Lots 1, 2, 3, 4, 5, 6, 7; SE/4 NW/4; E/2 SW/4; S/2 NE/4; SE/4 (All)	549.74
" 8: Lots 1, 2, 3, 4; S/2 N/2; S/2	554.82
" 9: SW/4	160.00
" 16: W/2	320.00
" 17: All	640.00
" 18: Lots 1, 2, 3, 4; E/2 W/2; E/2 (All)	637.82
" 19: Lots 1, 2, 3, 4; E/2 W/2; E/2 (All)	636.83
" 20: All	640.00
" 21: W/2	320.00
" 28: W/2	320.00
" 29: All	640.00
" 30: Lots 1, 2, 3, 4; E/2 W/2; E/2 (All)	634.42
" 31: Lot 1; NE/4 NW/4; NE/4; N/2 SE/4	318.39

TOWNSHIP 32 NORTH, RANGE 7 WEST, N.M., P.M., NEW MEXICO

Section 9: Lots 1, 2, 3; SE/4; E/2 SW/4	298.15
" 10: Lots 1, 2, 3, 4; S/2 (Fractional, All)	397.56
" 11: Lots 1, 2, 3, 4; S/2 " "	398.25
" 12: Lots 1, 2, 3, 4; S/2 " "	399.00
" 13: All	640.00
" 14: All	640.00
" 15: All	640.00
" 16: E/2	320.00
" 23: NW/4; E/2	480.00
" 24: All	640.00
" 25: NW/4; N/2 NE/4; S/2 NE/4	320.00
" 26: NE/4	160.00

TOWNSHIP 32 NORTH, RANGE 6 WEST, N.M., P.M., COLORADO

Section 19:	Fractional, All	450.68
" 20:	Lots 1, 2, 3, 4; S/2 N/2; N/2 NE/4; N/2 NW/4 (Fractional, All)	448.96
" 21:	Lots 1, 2, 3, 4; S/2 N/2; NW/4 NW/4	328.40
" 22:	Lots 1, 2, 3, 4; SW/4 NE/4; S/2 NW/4	246.24

TOWNSHIP 32 NORTH, RANGE 7 WEST, N.M., P.M., COLORADO

Section 23:	Lot 1; E/2 NE/4	119.60
" 24:	Fractional, All	475.36

TOTAL ACRES 13,774.22

Exhibit "A" attached hereto is a map showing the unit area and the known ownership of all land and leases in said area. Exhibit "B" attached hereto is a schedule showing the percentage and kind of ownership of oil and gas interests in all land in the unit area. Exhibits "A" and "B" shall be revised by the Unit Operator whenever changes in the unit area or other changes render such revision necessary, and not less than six copies of the revised exhibits shall be filed with the Oil and Gas Supervisor and two copies with the Commissioner of Public Lands and Oil Conservation Commission, respectively.

The above described unit area shall be expanded or contracted, whenever such action is necessary or desirable to conform with the purposes of this agreement, in the following manner:

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

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

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

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

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

UNITIZED SUBSTANCES 3. All oil, gas, natural gasoline and associated fluid hydrocarbons in any and all formations of the unitized land are unitized under the terms of this agreement and herein are called "unitized substances."

UNIT OPERATOR 4. Amerada Petroleum Corporation is hereby designated as Unit Operator and by signature hereto commits to this agreement all interests in unitized substances vested in it as set forth in Exhibit "B", and agrees and consents to accept the duties and obligations of Unit Operator for the discovery, development and production of unitized substances as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of interests in unitized substances.

The Unit Operator may resign as Unit Operator whenever not in default under this agreement, but no Unit Operator shall be relieved from the duties and obligations of Unit Operator for a period of 6 months after it has served notice of intention to resign on all owners of working interests subject hereto and the Director and Commissioner unless a new Unit Operator shall have been selected and approved and shall have assumed the duties and obligations of Unit Operator prior to the expiration of said 6-month period. Unless a successor operator is selected and approved and assumes the duties and obligations of operator prior to the effective date of the retiring operator's relinquishment of duties, the retiring operator must place all wells drilled hereunder in a satisfactory condition for suspension or abandonment as may be required by the Supervisor or by the Commissioner under applicable operating regulations. Provided, however, where a participating area or areas have been established and such area or areas are capable of producing unitized substances in paying quantities, the resignation of the Unit Operator shall not become effective until a successor Unit Operator has been selected and shall have assumed its duties. Upon default or failure in the performance of its duties or obligations under this agreement the Unit Operator may be removed by a majority vote of owners of working inter-

ests determined in like manner as herein provided for the selection of a successor Unit Operator. Prior to the effective date of relinquishment by or within 6 months after removal of Unit Operator, the duly qualified successor Unit Operator shall have an option to purchase on reasonable terms 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 and used in its capacity as such Operator, or if no qualified successor operator has been designated, the working interest owners may purchase such equipment, material and appurtenances. At any time within the next ensuing 3 months any equipment, material and appurtenances not purchased and not necessary for the preservation of wells may be removed by the retiring Unit Operator, but if not removed shall become the joint property of the owners of unitized working interests in the participating area or, if no participating area has been established, in the entire unit area. The termination of the rights as Unit Operator under this agreement shall not terminate the right, title or interest of such Unit Operator in its separate capacity as owner of interests in unitized substances.

SUCCESSOR UNIT OPERATOR 5. Whenever the Unit Operator shall relinquish the right as Unit Operator or shall be removed, the owners of the unitized working interests in the participating area on an acreage basis, or in the unit area on an acreage basis until a participating area shall have been established, shall select a new Unit Operator. A majority vote of the working interests qualified to vote shall be required to select a new Unit Operator; Provided, That, if a majority but less than 75 percent of the working interests qualified to vote are owned by one party to this agreement, a concurring vote of at least one additional working interest owner shall be required to select a new operator. Such selection shall not become effective until (a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and (b) the selection shall have been approved by the Director and Commissioner. If no successor Unit Operator is selected and qualified as herein provided, the Director and the Commissioner, at their election, may declare this unit agreement terminated.

UNIT ACCOUNTING AGREEMENT 6. If the Unit Operator is not the sole owner of working interests, all costs and expenses incurred in conducting unit operations hereunder and the working interest benefits accruing hereunder shall be apportioned among the owners of unitized working interests in accordance with

a unit accounting agreement by and between the Unit Operator and the other owners of such interests, whether one or more, separately or collectively. Any agreement or agreements entered into between the working interest owners and the Unit Operator as provided in this section, whether one or more, are herein referred to as the "Unit Accounting Agreement." No such agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve the Unit Operator of any right or obligation established under this unit agreement and in case of any inconsistency or conflict between this unit agreement and the unit accounting agreement this unit agreement shall prevail. Three true copies of any unit accounting agreement executed pursuant to this section shall be filed with the Supervisor and one true copy with the Commissioner.

RIGHTS AND OBLIGATIONS OF UNIT OPERATOR 7. Except as otherwise specifically provided herein, the exclusive right, privilege and duty of exercising any and all rights of the parties hereto which are necessary or convenient for prospecting for, producing, storing and disposing of the unitized substances are hereby delegated to and shall be exercised by the Unit Operator as herein provided. Acceptable evidence of title to said rights shall be deposited with said Unit Operator and, together with this agreement, shall constitute and define the rights, privileges and obligations of Unit Operator. Nothing herein, however, shall be construed to transfer title to any land or to any lease or operating agreement, it being understood that under this agreement the Unit Operator, in its capacity as Unit Operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein specified.

The Unit Operator shall pay all costs and expenses of operation with respect to the unitized land. If and when the Unit Operator is not the sole owner of all working interests, such costs shall be charged to the account of the owner or owners of working interests and the 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 in the unit accounting agreement. The Unit Operator shall render each month to the owners of unitized interests entitled thereto an accounting of the operations on unitized land during the previous calendar month, and shall pay in value or deliver in kind to each party entitled thereto a proportionate

and allocated share of the benefits accruing hereunder in conformity with operating agreements, leases or other independent contracts between the Unit Operator and the parties hereto either collectively or individually.

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

SECTION 7-a. Notwithstanding any provision to the contrary in Section 7, or any other section of this agreement, all parties signatory to this agreement hereby agree that each and every one 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 this agreement;
- (2) The right to personally sell such proportionate share;
- (3) The right to revoke at will any authorization in this 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 share 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.

DRILLING TO DISCOVERY 8. Within 6 months after the effective date hereof, the Unit Operator shall begin to drill an adequate test well at a loca-

tion 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 Oil Conservation Commission of the State of New Mexico, hereinafter referred to as "Commission", unless on such effective date a well is being drilled conformably with the terms hereof; and thereafter continue such drilling diligently to a depth of 9,000 feet, or to the base of the Dakota Sandstone, whichever is reached first, unless at a lesser depth unitized substances shall be discovered which can be produced in paying quantities (to-wit: quantities sufficient to repay the costs of drilling and producing operations, with a reasonable profit), or the Unit Operator shall at any time establish to the satisfaction of the Supervisor, as to wells on Federal lands, and the Commission, as to wells on State or patented lands, that further drilling of said well would not be warranted. If the first or any subsequent test well fails to result in the discovery of a deposit of unitized substances capable of being produced in paying quantities, the Unit Operator shall continue drilling diligently one well at a time, allowing not more than 6 months between the completion of one well and the beginning of the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of said Supervisor, if on Federal lands, and the Commission, if on State or patented lands, or until it is reasonably proved that the unitized land is incapable of producing unitized substances in paying quantities. Nothing in this section shall be deemed to limit the right of the Unit Operator to resign, as provided in Section 4 hereof, after any well drilled under this section is placed in a satisfactory condition for suspension or is plugged and abandoned pursuant to applicable regulations. The Director and the Commissioner may modify the drilling requirements of this section by granting reasonable extensions of time when, in their opinion, such action is warranted. Upon failure to comply with the drilling provisions of this section, the Director and the Commissioner may, after reasonable notice to the Unit Operator, and each working interest owner, lessee and lessor at their last known addresses, declare this unit agreement terminated.

PLAN OF FURTHER DEVELOPMENT AND OPERATION 9. Within 6 months after completion of a well capable of producing unitized substances in paying quantities, the Unit Operator shall submit for the approval of the Supervisor, the

Commissioner and the Commission an acceptable plan of development and operation for the unitized land which, when approved by the Supervisor, the Commissioner and the Commission, shall constitute the further drilling and operating obligations of the Unit Operator under this agreement for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for the approval of the Supervisor, the Commissioner and the Commission a plan for an additional specified period for the development and operation of the unitized land. Any plan submitted pursuant to this section shall provide for exploration of the unitized area and for the determination of the commercially productive area thereof in each and every productive formation and shall be as complete and adequate as the Supervisor, the Commissioner and the Commission may determine to be necessary for timely development and proper conservation of the oil and gas resources of the unitized area and shall (a) specify the number and locations of any wells to be drilled and the proposed order and time for such drilling; and (b) to the extent practicable, specify the operating practices regarded as necessary and advisable for proper conservation of natural resources. Separate plans may be submitted for separate productive zones, subject to the approval of the Supervisor, the Commissioner and the Commission. Said plan or plans shall be modified or supplemented when necessary to meet changed conditions or to protect the interests of all parties to this agreement. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of development. The Supervisor and the Commissioner are authorized to grant a reasonable extension of the 6-month period herein prescribed for submission of an initial plan of development where such action is justified because of unusual conditions or circumstances. After completion hereunder of a well capable of producing oil and gas in paying quantities, no further wells, except such as may be necessary to afford protection against operations not under this agreement or such as may be specifically approved by the Supervisor and the Commissioner, shall be drilled except in accordance with a plan of development approved as herein provided.

PARTICIPATION AFTER DISCOVERY 10. Upon completion of a well capable of producing unitized substances in paying quantities or as soon thereafter as

required by the Supervisor and the Commissioner, the Unit Operator shall submit for approval by the Director, the Commissioner and the Commission a schedule, based on subdivisions of the public land survey or aliquot parts thereof, of all unitized land then regarded as reasonably proved to be productive of unitized substances in paying quantities; all land in said schedule on approval of the Director, the Commissioner and the Commission to constitute a participating area, effective as of the date of first production. Said schedule also shall set forth the percentage of unitized substances to be allocated as herein provided to each unitized tract in the participating area so established, and shall govern the allocation of production from and after the date the participating area becomes effective. A separate participating area shall be established in like manner for each separate pool or deposit of unitized substances or for any group thereof produced as a single pool or zone. The participating area or areas so established shall be revised from time to time, subject to like approval, whenever such action appears proper as a result of further drilling operations or otherwise, to include additional land then regarded as reasonably proved to be productive in paying quantities or to exclude land then regarded as reasonably proved not to be productive, and the percentage of allocation shall also be revised accordingly. The effective date of any revision shall be the first of the month following the date of first authentic knowledge or information on which such revision is predicated, unless a more appropriate effective date is specified in the schedule. No land shall be excluded from a participating area on account of depletion of the unitized substances.

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

In the absence of agreement at any time between the Unit Operator and the Director, the Commissioner and the Commission as to the proper definition or redefinition of a participating area, or until a participating area has,

or areas have, been established as provided herein, the portion of all payments affected thereby may be impounded in a manner mutually acceptable to the owners of working interests, except royalties due the United States and the State of New Mexico, which shall be determined by the Supervisor and the amount thereof deposited with the district land office of the Bureau of Land Management or as directed by the Supervisor and with the Commissioner of Public Lands, respectively, to be held as unearned money until a participating area is finally approved and then applied as earned or returned in accordance with a determination of the sum due as Federal or State royalty on the basis of such approved participating area.

Whenever it is determined, subject to the approval of the Supervisor as to wells on Federal lands, the Commissioner as to wells on State lands and the Commission as to patented lands, that a well drilled under this agreement is not capable of production in paying quantities and inclusion of the land on which it is situated in a participating area is unwarranted, production from that well shall be allocated to the land on which the well is located so long as that well is not within a participating area established for the pool or deposit from which such production is obtained.

ALLOCATION OF PRODUCTION 11. All unitized substances produced from each participating area established under this agreement, except any part thereof used for production or development purposes hereunder, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of unitized land of the participating area established for such production and, for the purpose of determining any benefits that accrue on an acreage basis, each such tract shall have allocated to it such percentage of said production as its area bears to the said participating area. It is hereby agreed that production of unitized substances from a participating area shall be allocated as provided herein regardless of whether any wells are drilled on any particular part or tract of said participating area.

DEVELOPMENT OR OPERATION ON NON-PARTICIPATING LAND 12. Any party hereto, other than the Unit Operator, owning or controlling a majority of the working interests in any unitized land not included in a participating area and having thereon a regular well location in accordance with a well spacing pattern established under an approved plan of development and operation may

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

If such well is not drilled by the 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 as provided in the unit accounting agreement for the cost of drilling similar wells in the unit area, and the well shall be operated pursuant to the terms of this agreement as though the well had been drilled by the Unit Operator.

If any well drilled by the Unit Operator or by an owner of working interests, as provided in this section, obtains production insufficient to justify inclusion of the land on which said well is situated in a participating area, said owner of working interests, at his election, within 30 days after determination of such insufficiency, shall be wholly responsible for and may operate and produce the well at his sole expense and for his sole benefit. If such well was drilled by the Unit Operator and said owner of working interests elects to operate said well, he shall pay the Unit Operator a fair salvage value for the casing and other necessary equipment left in the well.

Wells drilled or produced at the sole expense and for the sole benefit of an owner of working interest other than the Unit Operator shall be operated and produced pursuant to the conservation requirements of this agreement. Royalties in amount or value of production from any such well shall be paid as specified in the underlying lease and agreements affected.

ROYALTIES AND RENTALS 13. Royalty on each unitized tract shall be paid or delivered by the parties obligated therefor as provided by existing leases, contracts, laws and regulations at the lease or contract rate upon the unitized substances allocated to the tract. Nothing herein contained shall operate to relieve the lessees of Federal, State or patented lands from their obligations under the terms of their respective leases to pay rentals and royalties.

Royalty due the United States shall be computed as provided in the operating regulations and paid in value or delivered in kind as to all unitized

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

Unitized substances produced from any participating area and used therein in conformance with good operating practice for drilling, operating, camp or other production or development purposes or under an approved plan of operation for repressuring or cycling said participating area, or for development outside of such participating area if for the purposes of drilling exploratory wells or for camps or other purposes benefiting the unit as a whole, shall be free from any royalty or other charge except as to any products extracted from unitized substances so used. If Unit Operator introduces gas for which royalties have been paid into any participating area hereunder from sources other than such participating area for use in repressuring, stimulation of production, or increasing ultimate production in conformity with a plan first approved by the Supervisor and the Commissioner, a like amount of gas may be sold without payment of royalty as to dry gas but not as to the products extracted therefrom; provided, that gas so introduced shall bear a proportionate and equitable share of plant fuel consumption and shrinkage in the total volume of gas processed from such participating area; and, provided further, 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; provided, however, that such right of withdrawal royalty free shall terminate upon termination of the unit agreement.

Each working interest owner and lessee presently responsible for the payment of rentals, or his successor in interest, shall be responsible for and shall pay all rentals of whatsoever kind on his respective lease. Rental or minimum royalty for land of the United States subject to this agreement shall be paid at the rate specified in the respective Federal leases or such rental

or minimum royalty may be waived, suspended, or reduced to the extent authorized by law and applicable regulations. Rentals on State of New Mexico lands subject to this agreement shall be paid at the rates specified in the respective leases, or may be reduced or suspended upon the order of the Commissioner of Public Lands of the State of New Mexico pursuant to applicable laws and regulations. Rentals on privately owned lands subject to this agreement shall be paid as provided in Section 16 hereof.

CONSERVATION 14. Operations hereunder and production of unitized substances shall be conducted to provide for the most economical and efficient recovery of said substances, to the end that the maximum efficient yield may be obtained without waste, as defined by or pursuant to State or Federal law or regulation; and production of unitized substances shall be limited to such production as can be put to beneficial use with adequate realization of fuel and other values.

DRAINAGE 15. The Unit Operator shall take appropriate and adequate measures to prevent drainage of unitized substances from unitized land by wells on land not subject to this agreement, or pursuant to applicable regulations pay a fair and reasonable compensatory royalty as determined by the Supervisor as to Federal lands, by the Commissioner for State lands and the Commission as to patented lands.

LEASES AND CONTRACTS CONFORMED TO AGREEMENT 16. The parties hereto holding interests in leases embracing unitized land of the United States or of the State of New Mexico consent that the Director and the Commissioner, respectively, may, and the Director and the Commissioner by their approval of this agreement do, establish, alter, change or revoke the drilling, producing, rental, minimum royalty 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.

Said parties further consent and agree, and the Director and Commissioner by their respective approvals hereof determine, 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 embracing land of the United States and of the State of New Mexico; and that no such lease shall be deemed to expire by reason of failure to produce wells situated on land therein embraced; and that all leases or other contracts concerning such land, except as otherwise provided herein, shall be modified to conform to the provisions of this agreement and shall be continued in force and effect beyond their respective terms during the life of this agreement. Any Federal lease for a term of 20 years or any renewal thereof or any part of such lease which is made subject to this agreement shall continue in force until the termination hereof. Any other Federal lease committed hereto shall continue in force as to the committed land so long as the lease remains committed hereto, provided a valuable deposit of unitized substances is discovered under the unitized land prior to the expiration date of the primary term of such lease. Authorized suspension of all operations and production on the unitized land shall be deemed to constitute authorized suspension with respect to each unitized lease.

The parties hereto holding interests in privately owned land within the unit area consent and agree, to the extent of their respective interests, that each such lease may be continued in effect beyond the primary term of such lease and during the term of this agreement; provided, however, that delay rentals payable under any privately owned lease in lieu of drilling shall not be suspended during the primary term of any such lease, and annually thereafter, except as to all or any portion thereof on an acreage basis that may be included in a participating area hereunder. Except as in this section otherwise provided, all leases or other contracts concerning such land shall be modified to conform to the provisions of this agreement and shall be continued in force and effect during the life of this agreement; that drilling and producing operations conducted on any tract of land committed to this agreement will be accepted and deemed to be performed on and for the benefit of each and every tract of such privately owned land committed hereto; that no lease affecting said privately owned land shall be deemed to expire by reason of failure to drill or to produce wells situated on such lands; and that authorized suspension of all operations and production on unitized land shall be deemed to

constitute authorized suspension with respect to all unitized leases affecting privately owned lands.

COVENANTS RUN WITH LAND 17. The covenants herein shall be construed to be covenants running with the land with respect to the interests of the parties hereto and their successors in interest until this agreement terminates and any grant, transfer or conveyance of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee or other successor in interest.

EFFECTIVE DATE AND TERM 18. This agreement shall become effective upon approval by the Director and the Commissioner and shall terminate in 5 years after such date, unless (a) such date of expiration is extended by the Director and the Commissioner, or (b) it is reasonably determined prior to the expiration of the fixed term or any extension thereof that the unitized land is incapable of production of unitized substances in paying quantities in the formation tested hereunder and after notice of intention to terminate the agreement on such ground is given by the Unit Operator to all parties in interest at their last known addresses, the agreement is terminated with the approval of the Director and the Commissioner, or (c) a valuable discovery of unitized substances has been made on unitized land during said initial term or any extension thereof, in which case the agreement shall remain in effect so long as unitized substances can be produced from the unitized land in paying quantities (to-wit: quantities sufficient to pay the cost of producing operations with a reasonable profit), and, should production cease so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as the unitized substances so discovered can be produced as aforesaid; or (d) it is terminated as provided in section 5 or section 8 hereof. This agreement may be terminated at any time by not less than 75 percentum, on an acreage basis, of the owners of working interests signatory hereto with the approval of the Director and the Commissioner.

RATE OF PROSPECTING, DEVELOPMENT AND PRODUCTION 19. All production and the disposal thereof shall be in conformity with allocations, allotments and quotas made or fixed by any duly authorized person or regulatory body under any Federal or State statute. The Director and Commissioner are hereby vested with authority to alter or modify from time to time, in their discretion, after agreement, the rate of prospecting and development and, within the limits made or fixed by the Commission, to alter or 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.

DETERMINATIONS BY UNIT OPERATOR AND REVIEW THEREOF 20. All determinations under this agreement for which no specific method of determination is provided elsewhere in this agreement shall be made by the Unit Operator, subject to the approval of the Director, the Commissioner and the Commission. Notice of any such determination by the Unit Operator, accompanied by data in support thereof, shall be furnished to the Director through the Supervisor and directly to the Commissioner and the Commission. If, after reviewing all the available evidence, the Director and the Commissioner find that the determination reviewed is incorrect they shall advise the Unit Operator accordingly, stating the reasons therefor, and thereupon such determination shall be of no force and effect. The Unit Operator shall then make a new determination in conformity with the finding of the Director and the Commissioner or appeal to the Commission as provided in the rules of the Commission. All determinations made by the Unit Operator pursuant to this section shall be effective unless and until altered, modified or rescinded as herein provided.

Any party hereto shall have the right to request the Director and the Commissioner (such request to be accompanied by appropriate supporting evidence) to review any determination made by the Unit Operator pursuant to this section not previously reviewed on appeal to the Commission. Such request will be granted or denied in the discretion of the Director and the Commissioner within 60 days after being received. If the request for review is granted and thereafter the Director and the Commissioner find that the determination should be altered, modified or rescinded, the Unit Operator shall be advised accordingly and shall either comply with the finding of the Director and the Commissioner or appeal to the Commission.

CONFLICT OF SUPERVISION 21. Neither the Unit Operator nor the working interest owners nor any of them shall be subject to any forfeiture, termination, or expiration of any rights hereunder or under any leases or contracts subject hereto, or to any penalty or liability for delay or failure in whole or in part to comply therewith to the extent that the said Unit Operator, working interest owners or any of them are hindered, delayed, or prevented from complying therewith by reason of failure of the Unit Operator to obtain, with the exercise of due diligence, the concurrence of the representatives of the United States and the representatives of the State of New Mexico in and about any matters or thing concerning which it is required herein that such concurrence be obtained. The parties hereto, including the Commission, agree that all powers and authority vested in the Commission in and by any provisions of this contract are vested in the Commission and shall be exercised by it pursuant to the provisions of the laws of the State of New Mexico and subject in any case to appeal or judicial review as may now or hereafter be provided by the laws of the State of New Mexico.

UNAVOIDABLE DELAY 22. All obligations under this agreement requiring the Unit Operator to commence or continue drilling or to operate on or produce unitized substances from any of the lands covered by this agreement shall be suspended while, but only so long as, the Unit Operator despite the exercise of due care and diligence is prevented from complying with such obligations, in whole or in part, by strikes, lockouts, acts of God, Federal, State or municipal laws or agencies, unavoidable accidents, uncontrollable delays in

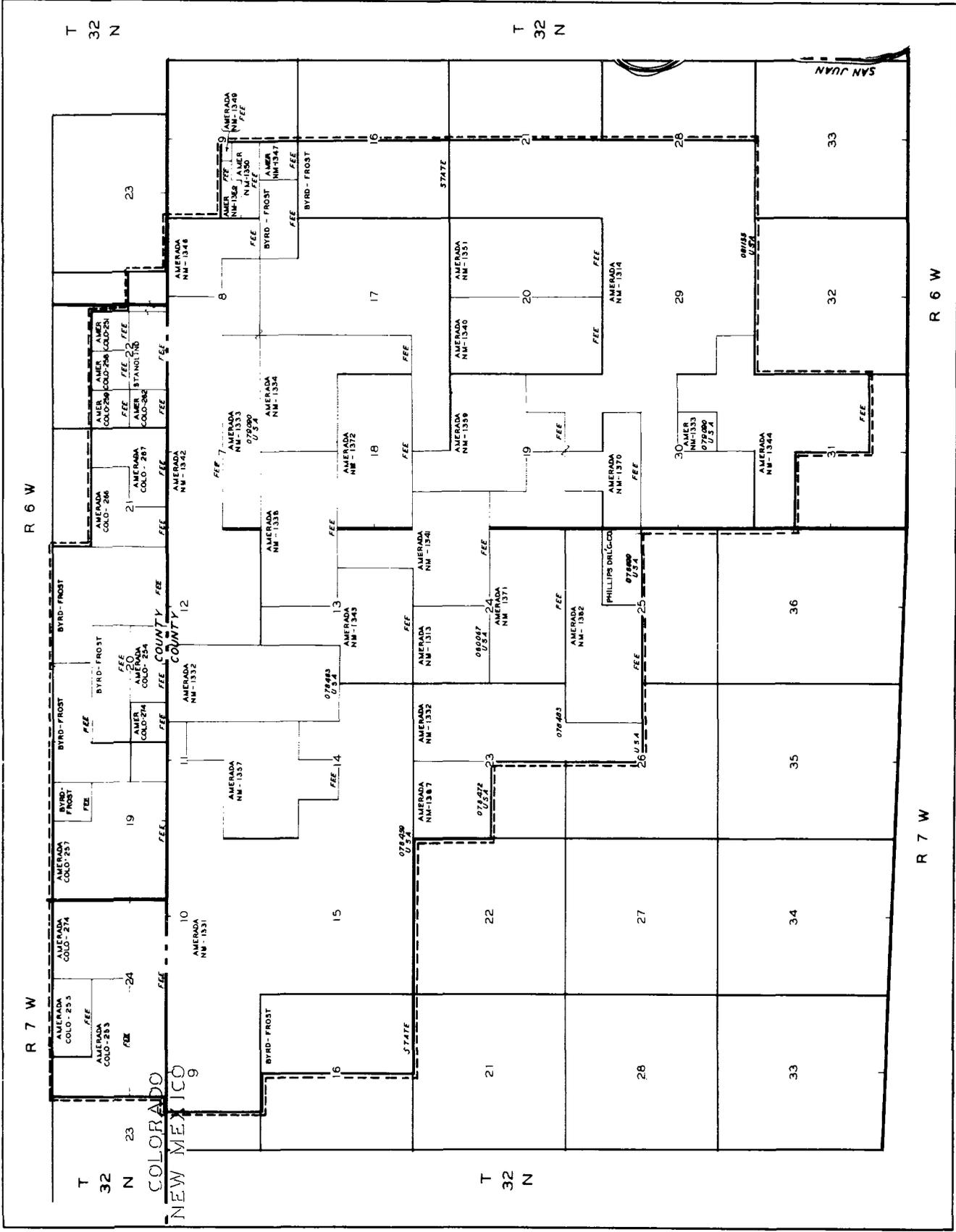
transportation, inability to obtain necessary materials in open market or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not.

COUNTERPARTS 23. 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, or this agreement may be ratified with like force and effect by a separate instrument in writing specifically referring hereto. Any separate counterpart, consent or ratification duly executed after approval hereof by the Director and the Commissioner shall be effective on the first day of the month next following the filing thereof with the Supervisor and Commissioner, unless objection thereto is made by the Director and Commissioner and notice of such objection is served upon the appropriate parties within 60 days after such filing.

FAIR EMPLOYMENT 24. The Unit Operator shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin and an identical provision shall be incorporated in all sub-contracts.

LOSS OF TITLE 25. In the event title to any tract of unitized land or substantial interest therein shall fail and the true owner cannot be induced to join this unit agreement, so that such tract is not committed to this unit agreement, there shall be such readjustment of participation as may be required on account of such failure of title. In the event of a dispute as to title or as to any interest in unitized land, the Unit Operator may withhold payment or delivery on account thereof without liability for interest until the dispute is finally settled; provided, that, as to Federal and State land or leases, no payments of funds due the United States or the State of New Mexico shall be withheld, but such funds shall be deposited with the district land office of the Bureau of Land Management or as directed by the Supervisor and with the Commissioner of Public Lands of the State of New Mexico, respectively, to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

NO PARTNERSHIP 26. It is expressly agreed that the relation of the parties hereto is that of independent contractors and nothing in this agreement contained, expressed or implied, nor any operations conducted hereunder, shall



ALLISON AREA
 SAN JUAN COUNTY-N. MEXICO
 LA PLATA ARCHULETA COUNTIES-COLORADO
 NOTE - ALL AMBERS ARE SAME FEE SERIAL NUMBERS

EXHIBIT 'A'