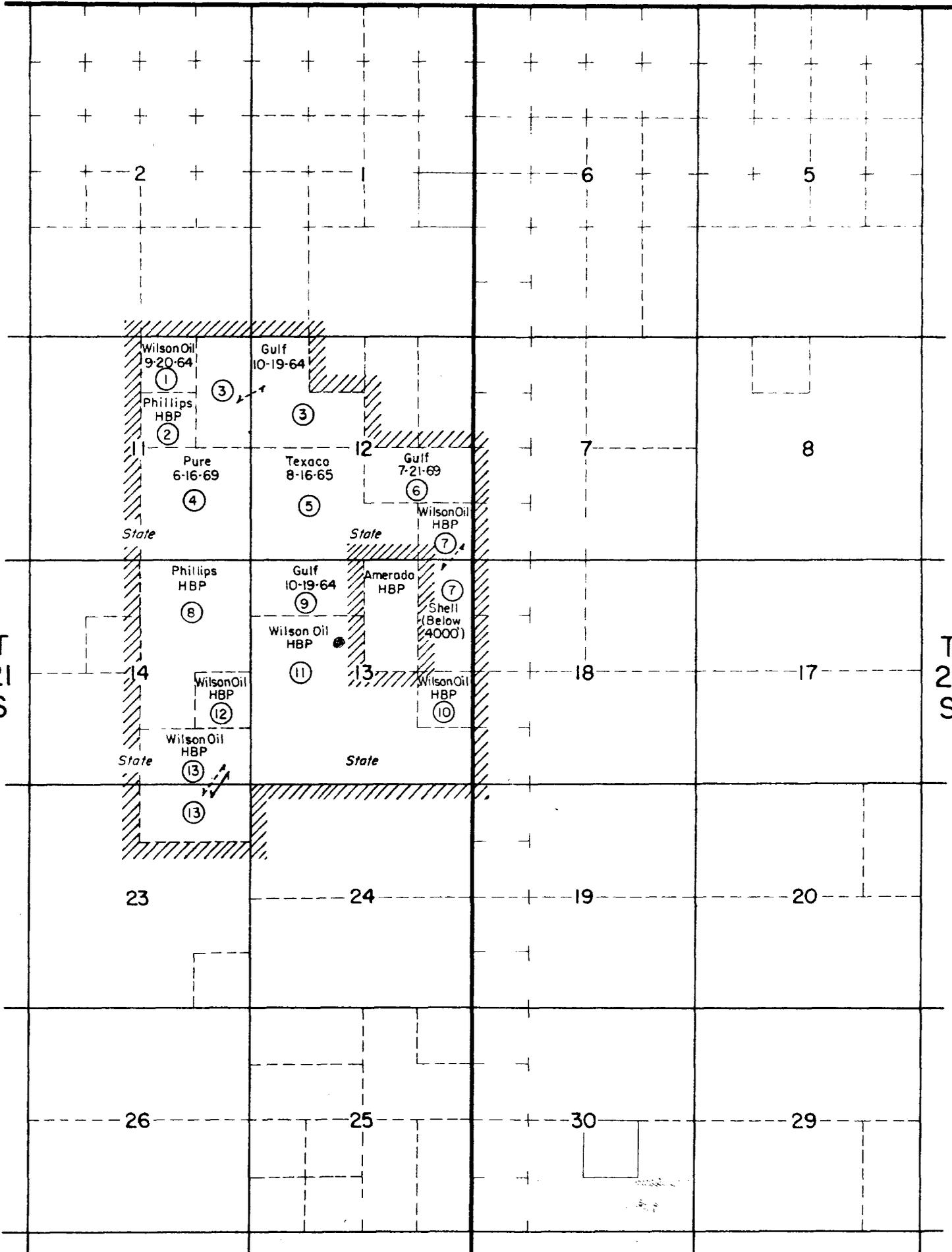


R 34 E

R 35 E

T 21 S

T 21 S



R 34 E

R 35 E

EXHIBIT "A"
WILSON DEEP UNIT
 STATE LANDS - 1720 ACRES
 LEA COUNTY, NEW MEXICO

BEFORE EXAMINER UTZ
 CONSERVATION COMMISSION
 EXHIBIT NO. A
 NO. 2705

SCALE: 1" = 3000 FT.

LEGEND

① TRACT NO. AS LISTED ON EXHIBIT "B"

////// UNIT OUTLINE

MAIN OFFICE 000
1030 FEB 13 AM '62

MODEL FORM OPERATING AGREEMENT—1956
Non-Federal Lands

OPERATING AGREEMENT

DATED

December 27, 1962,

FOR UNIT AREA IN TOWNSHIP 21-South, RANGE 34-East, N.M.P.M.

Lea COUNTY, STATE OF New Mexico

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OPERATING AGREEMENT

THIS AGREEMENT, entered into this 27th day of December, 19 62, between
THE PURE OIL COMPANY

hereafter designated as "Operator", and the signatory parties other than Operator.

WITNESSETH, THAT:

WHEREAS, the parties to this agreement are owners of oil and gas leases covering and, if so indicated, unleased mineral interests in the tracts of land described in Exhibit "A", and all parties have reached an agreement to explore and develop these leases and interests for oil and gas to the extent and as hereinafter provided;

NOW, THEREFORE, it is agreed as follows:

1. DEFINITIONS

As used in this agreement, the following words and terms shall have the meanings here ascribed to them.

- (1) The words "party" and "parties" shall always mean a party, or parties, to this agreement.
- (2) The parties to this agreement shall always be referred to as "it" or "they", whether the parties be corporate bodies, partnerships, associations, or persons real.
- (3) The term "oil and gas" shall include oil, gas, casinghead gas, gas condensate, and all other liquid or gaseous hydrocarbons, unless an intent to limit the inclusiveness of this term is specifically stated.
- (4) The term "oil and gas interests" shall mean unleased fee and mineral interests in tracts of land lying within the Unit Area which are owned by parties to this agreement.
- (5) The term "Unit Area" shall refer to and include all of the lands, oil and gas leasehold interests and oil and gas interests intended to be developed and operated for oil and gas purposes under this agreement. Such lands, oil and gas leasehold interests and oil and gas interests are described in Exhibit "A".
- (6) The term "drilling unit" shall mean the area fixed for the drilling of one well by order or rule of any state or federal body having authority. If a drilling unit is not fixed by any such rule or order, a drilling unit shall be the drilling unit as established by the pattern of drilling in the Unit Area or as fixed by express agreement of the parties.
- (7) All exhibits attached to this agreement are made a part of the contract as fully as though copied in full in the contract.
- (8) The words "equipment" and "materials" as used here are synonymous and shall mean and include all oil field supplies and personal property acquired for use in the Unit Area.

2. TITLE EXAMINATION, LOSS OF LEASES AND OIL AND GAS INTERESTS

A. Title Examination:

There shall be no examination of title to leases, or to oil and gas interests, except that title to the ^{lease} ~~drilling unit~~ on which the exploratory well is to be drilled in accordance with Section 7, ~~which drilling unit is more particularly described in Exhibit "A"~~, shall be examined on a complete abstract record by Operator's attorney, or, if the location is on one of Operator's leases, by an attorney for one of the other parties, and the title to both the oil and gas lease and to the fee title of the lessors must be approved by the examining attorney, or accepted by all parties. A copy of the examining attorney's opinion shall be sent to each party immediately after the opinion is written, and, also, each party shall be given, as they are written, a copy of all subsequent supplemental attorney's reports. A good faith effort to satisfy the examining attorney's requirements shall be made by the party owning the lease covering the drillsite.

If title to the proposed drillsite is not approved by the examining attorney or the lease is not acceptable for a material reason, and all the parties do not accept the title, the parties shall select a new drillsite for the first exploratory well; provided, if the parties are unable to agree upon another drillsite, this agreement shall, in that case, come to an end and all parties shall then forfeit their rights and be relieved of obligations hereunder. If a new drillsite is selected, title to the oil and gas lease covering it and to the fee title of the lessor shall be examined, and title shall be approved or accepted or rejected in like manner as provided above concerning the drillsite first selected. If title to the oil and gas lease covering the second choice drillsite is not approved or accepted, other drillsites shall be successively selected and title examined, until a drillsite is chosen

to which title is approved or accepted, or until the parties fail to select another drillsite. As in the case of the drillsite first selected, so also with successive choices if the time comes that the parties have not approved title and are unable to agree upon an alternate drillsite, the contract shall, in that case and at that time, come to an end and all parties shall forfeit their rights and be relieved of obligations under this contract.

No well other than the first test shall be drilled in the Unit Area until after (1) the title to the drilling unit has been examined by an attorney for one of the parties other than the party whose lease embraces the drillsite, and (2) the title has been approved by the examining attorney or the title has been accepted by all of the parties who are to participate in the drilling of the well.

B. Failure of Title:

Should any oil and gas lease, or interest therein, be lost through failure of title, this agreement shall, nevertheless, continue in force as to all remaining leases and interests, and

- (1) The party whose lease or interest is affected by the title failure shall bear alone the entire loss and it shall not be entitled to recover from Operator or the other parties any development or operating costs which it may have theretofore paid, but there shall be no monetary liability on its part to the other parties hereto by reason of such title failure; and
- (2) There shall be no retroactive adjustment of expenses incurred or revenues received from the operation of the interest which has been lost, but the interests of the parties shall be revised on an acreage basis, as of the time it is determined finally that title failure has occurred, so that the interest of the party whose lease or interest is affected by the title failure will thereafter be reduced in the Unit Area by the amount of the interest lost; and
- (3) If the proportionate interests of the other parties hereto in any producing well theretofore drilled on the Unit Area is increased by reason of the title failure, the party whose title has failed shall receive the proceeds attributable to the increase in such interests (less operating costs attributable thereto) until it has been reimbursed for unrecovered costs paid by it in connection with such well; and
- (4) Should any person not a party to this agreement, who is determined to be the owner of any interest in the title which has failed, pay in any manner any part of the cost of operation, development, or equipment, or equipment previously paid under this agreement, such amount shall be proportionately paid to the party or parties hereto who in the first instance paid the costs which are so refunded; and
- (5) Any liability to account to a third party for prior production of oil and gas which arises by reason of title failure shall be borne by the parties in the same proportions in which they shared in such prior production.

C. Loss of Leases for Causes Other Than Title Failure:

If any lease or interest subject to this agreement be lost through failure to develop or because express or implied covenants have not been performed, or if any lease be permitted to expire at the end of its primary term and not be renewed or extended, or if any lease or interest therein is lost due to the fact that the production therefrom is shut in by reason of lack of market, the loss shall not be considered a failure of title and all such losses shall be joint losses and shall be borne by all parties in proportion to their interests and there shall be no readjustment of interests in the Unit Area.

3. UNLEASED OIL AND GAS INTERESTS

~~If any party owns an unleased oil and gas interest in the Unit Area, that interest shall be treated for the purpose of this agreement as if it were a leased interest under the form of oil and gas lease attached as "Exhibit "B" and for the primary term therein stated. As to such interests, the owner shall receive royalty on production as prescribed in the form of oil and gas lease attached hereto as Exhibit "B". Such party shall, however, be subject to all of the provisions of this agreement relating to lessees, to the extent that it owns the lessee interest.~~

4. INTERESTS OF PARTIES

Exhibit "A" lists all of the parties, and their respective percentage or fractional interests under this agreement. Unless changed by other provisions, all costs and liabilities incurred in operations under this contract shall be borne and paid, and all equipment and material acquired in operations on the Unit Area shall be owned, by the parties as their interests are given under the heading "Completion and Subsequent Well Share" in Exhibit "A". All production of oil and gas from the Unit Area, subject to the payment of lessor's royalties, shall also be owned by the parties in the same manner.

If any oil and gas lease covered by this agreement is subject to an overriding royalty, production payment, or other charge over and above the usual one-eighth ($\frac{1}{8}$) royalty, the party contributing that lease shall assume and alone bear all such excess obligations and shall account for them to the owners thereof out of its share of the working interest production of the Unit Area.

5. OPERATOR OF UNIT

THE PURE OIL COMPANY shall be the Operator of the Unit Area, and shall conduct and direct and have full control of all operations on the Unit Area as permitted and required by, and within the limits of, this agreement. It shall conduct all such operations in a good and workmanlike manner, but it shall have no liability as Operator to the other parties for losses sustained, or liabilities incurred, except such as may result from gross negligence or from breach of the provisions of this agreement.

6. EMPLOYEES

The number of employees and their selection, and the hours of labor and the compensation for services performed, shall be determined by Operator. All employees shall be the employees of Operator.

7. TEST WELL

On or before the 1st day of March, 1963, or within 60 days after the effective date of the Unit Agreement For the Development and Operation of the Wilson Deep Unit Area, hereinafter called Unit Agreement, whichever occurs first, Operator shall commence the drilling of a well for oil and gas in the following location: Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 13, T-21-S, R-34-E, N.M.P.M., Lea County, New Mexico, and shall thereafter continue the drilling of the well with due diligence until:

- (a) A sufficient depth is reached to thoroughly test the Devonian formation, or
- (b) A total depth of 14,000 feet below the surface is reached, or
- (c) Some impenetrable substance is encountered at a lesser depth, or
- (d) Unless all parties agree to complete the well at a lesser depth, whichever of said contingencies may first occur.

Operator shall make reasonable tests of all formations encountered during drilling which give indication of containing oil and gas in quantities sufficient to test, unless this agreement shall be limited in its application to a specific formation or formations, in which event Operator shall be required to test only the formation or formations to which this agreement may apply.

If in Operator's judgment the well will not produce oil or gas in paying quantities, and it wishes to plug and abandon the test as a dry hole, it shall first secure the consent of all parties to the plugging, and the well shall then be plugged and abandoned as promptly as possible.

8. COSTS AND EXPENSES

Except as herein otherwise specifically provided, Operator shall promptly pay and discharge all costs and expenses incurred in the development and operation of the Unit Area pursuant to this agreement and shall charge each of the parties hereto with their respective proportionate shares upon the cost and expense basis provided in the Accounting Procedure attached hereto and marked Exhibit "C". If any provision of Exhibit "C" should be inconsistent with any provision contained in the body of this agreement, the provisions in the body of this agreement shall prevail.

Operator, at its election, shall have the right from time to time to demand and receive from the other parties payment in advance of their respective shares of the estimated amount of the costs to be incurred in operations hereunder during the next succeeding month, which right may be exercised only by submission to each such party of an itemized statement of such estimated costs, together with an invoice for its share thereof. Each such statement and invoice for the payment in advance of estimated costs shall be submitted on or before the 20th day of the next preceding month. Each party shall pay to Operator its proportionate share of such estimate within fifteen (15) days after such estimate and invoice is received. If any party fails to pay its share of said estimate within said time, the amount due shall bear interest at the rate of six percent (6%) per annum until paid. Proper adjustment shall be made monthly between advances and actual cost, to the end that each party shall bear and pay its proportionate share of actual costs incurred, and no more.

9. OPERATOR'S LIEN

Operator is given a first and preferred lien on the interest of each party covered by this contract, and in each party's interest in oil and gas produced and the proceeds thereof, and upon each party's interest in material and equipment, to secure the payment of all sums due from each such party to Operator.

In the event any party fails to pay any amount owing by it to Operator as its share of such costs and expense or such advance estimate within the time limited for payment thereof, Operator, without prejudice to other existing remedies, is authorized, at its election, to collect from the purchaser or purchasers of oil or gas, the proceeds accruing to the working interest or interests in the Unit Area of the delinquent party up to the amount owing by such party, and each purchaser of oil or gas is authorized to rely upon Operator's statement as to the amount owing by such party.

In the event of the neglect or failure of any non-operating party to promptly pay its proportionate part of the cost and expense of development and operation when due, the other non-operating parties and Operator, within thirty (30) days after the rendition of statements therefor by Operator, shall proportionately contribute to the payment of such delinquent indebtedness and the non-operating parties so contributing shall be entitled to the same lien rights as are granted to Operator in this section. Upon the payment by such delinquent or defaulting party to Operator of any amount or amounts on such delinquent indebtedness, or upon any recovery on behalf of the non-operating parties under the lien conferred above, the amount or amounts so paid or recovered shall be distributed and paid by Operator to the other non-operating parties and Operator proportionately in accordance with the contributions theretofore made by them.

10. TERM OF AGREEMENT (See Sub-Section 30 A)

~~This agreement shall remain in full force and effect for as long as any of the oil and gas leases subjected to this agreement remain or are continued in force as to any part of the Unit Area, whether by production, extension, renewal or otherwise; provided, however, that in the event the first well drilled hereunder results in a dry hole and no other well is producing oil or gas in paying quantities from the Unit Area, then at the end of ninety (90) days after abandonment of the first test well, this agreement shall terminate unless one or more of the parties are then engaged in drilling a well or wells pursuant to Section 12 hereof, or all parties have agreed to drill an additional well or wells under this agreement, in which event this agreement shall continue in force until such well or wells shall have been drilled and completed. If production results therefrom this agreement shall continue in force thereafter as if said first test well had been productive in paying quantities, but if production in paying quantities does not result therefrom this agreement shall terminate at the end of ninety (90) days after abandonment of such well or wells. It is agreed, however, that the termination of this agreement shall not relieve any party hereto from any liability which has accrued or attached prior to the date of such termination.~~

11. LIMITATION ON EXPENDITURES

Without the consent of all parties: (a) No well shall be drilled on the Unit Area except any well expressly provided for in this agreement and except any well drilled pursuant to the provisions of Section 12 of this agreement, it being understood that the consent to the drilling of a well shall include consent to all necessary expenditures in the drilling, testing, completing, and equipping of the well, including necessary tankage; (b) No well shall be reworked, plugged back or deepened except a well reworked, plugged back or deepened pursuant to the provisions of Section 12 of this agreement, it being understood that the consent to the reworking, plugging back or deepening of a well shall include consent to all necessary expenditures in conducting such operations and completing and equipping of said well to produce, including necessary tankage; (c) Operator shall not undertake any single project reasonably estimated to require an expenditure in excess of Ten Thousand and No/100 - - - - - Dollars (\$ 10,000.00) except in connection with a well the drilling, reworking, deepening, or plugging back of which has been previously authorized by or pursuant to this agreement; provided, however, that in case of explosion, fire, flood, or other sudden emergency, whether of the same or different nature, Operator may take such steps and incur such expenses as in its opinion are required to deal with the emergency and to safeguard life and property, but Operator shall, as promptly as possible, report the emergency to the other parties. Operator shall, upon request, furnish copies of its "Authority for Expenditures" for any single project costing in excess of \$5,000.00.

12. OPERATIONS BY LESS THAN ALL PARTIES

If all the parties cannot mutually agree upon the drilling of any well on the Unit Area other than the test well provided for in Section 7, or upon the reworking, deepening or plugging back of a dry hole drilled at the joint expense of all parties or a well jointly owned by all the parties and not then producing in paying quantities on the Unit Area, any party or parties wishing to drill, rework, deepen or plug back such a well may give the other parties written notice of the proposed operation, specifying the work to be performed, the location, proposed depth, objective formation and the estimated cost of the operation. The parties receiving such a notice shall have thirty (30) days (except as to reworking, plugging back or drilling deeper, where a drilling rig is on location, the period shall be limited to forty-eight (48) hours exclusive of Saturday or Sunday or holidays) after receipt of the notice within which to notify the parties wishing to do the work whether they elect to participate in the cost of the proposed operation. Failure of a party receiving such a notice to so reply to it within the period above fixed shall constitute an election by that party not to participate in the cost of the proposed operation.

If any party receiving such a notice elects not to participate in the proposed operation (such party or parties being hereafter referred to as "Non-Consenting Party"), then in order to be entitled to the benefits of this section, the party or parties giving the notice and such other parties as shall elect to participate in the operation (all such parties being hereafter referred to as the "Consenting Parties") shall, within thirty (30) days after the expiration of the notice period of thirty (30) days (or as promptly as possible after the expiration of the 48-hour period where the drilling rig is on location, as the case may be) actually commence work on the proposed operation and complete it with due diligence.

The entire cost and risk of conducting such operations shall be borne by the Consenting Parties in the proportions that their respective interests as shown in Exhibit "A" bear to the total interests of all Consenting Parties under that heading. ~~under the heading "Completion and Subsequent Well Share"~~ Consenting Parties shall keep the leasehold estates involved in such operations free and clear of all liens and encumbrances of every kind created by or arising from the operations of the Consenting Parties. If such an operation results in a dry hole, the Consenting Parties shall plug and abandon the well at their sole cost, risk and expense. If any well drilled, reworked, deepened or plugged back under the provisions of this section results in a producer of oil and/or gas in paying quantities, the Consenting Parties shall complete and equip the well to produce at their sole cost and risk, and the well shall then be turned over to Operator and shall be operated by it at the expense and for the account of the Consenting Parties. Upon commencement of operations for the drilling, reworking, deepening or plugging back of any such well by Consenting Parties in accordance with the provisions of this section, each Non-Consenting Party shall be deemed to have relinquished to Consenting Parties, and the Consenting Parties shall own and be entitled to receive, in proportion to their respective interests, all of such Non-Consenting Party's interest in the well, its leasehold operating rights, and share of production therefrom until the proceeds or market value thereof (after deducting production taxes, royalty, overriding royalty and other interests payable out of or measured by the production from such well accruing with respect to such interest until it reverts) shall equal the total of the following:

- (A) 100% of each such Non-Consenting Party's share of the cost of any newly acquired surface equipment beyond the wellhead connections (including, but not limited to, stock tanks, separators, treaters, pumping equipment and piping), plus 100% of each such Non-Consenting Party's share of the cost of operation of the well commencing with first production and continuing until each such Non-Consenting Party's relinquished interest shall revert to it under other provisions of this section, it being agreed that each Non-Consenting Party's share of such costs and equipment will be that interest which would have been chargeable to each Non-Consenting Party had it participated in the well from the beginning of the operation; and
- (B) 200% of that portion of the costs and expenses of drilling, reworking, deepening or plugging back, testing and completing, after deducting any cash contributions received under Section 24, and 200% of that portion of the cost of newly acquired equipment in the well (to and including the wellhead connections), which would have been chargeable to such Non-Consenting Party if it had participated therein.

In the case of any reworking, plugging back or deeper drilling operation, the Consenting Parties shall be permitted to use, free of cost, all casing, tubing and other equipment in the well, but the ownership of all such equipment shall remain unchanged; and upon abandonment of a well after such reworking, plugging back or deeper drilling, the Consenting Parties shall account for all such equipment to the owners thereof, with each party receiving its proportionate part in kind or in value.

Within sixty (60) days after the completion of any operation under this section, the party conducting the operations for the Consenting Parties shall furnish each Non-Consenting Party with an inventory of the equipment in and connected to the well, and an itemized statement of the cost of drilling, deepening, plugging back, testing, completing, and equipping the well for production; or, at its option, the operating party, in lieu of an itemized statement of such costs of operation, may submit a detailed statement of monthly billings. Each month thereafter, during the time the Consenting Parties are being reimbursed as provided above, the Consenting Parties shall furnish the Non-Consenting Parties with an itemized statement of all costs and liabilities incurred in the operation of the well, together with a statement of the quantity of oil and gas produced from it and the amount of proceeds realized from the sale of the well's working interest production during the preceding month. Any amount realized from the sale or other disposition of equipment newly acquired in connection with any such operation which would have been owned by a Non-Consenting Party had it participated therein shall be credited against the total unreturned costs of the work done and of the equipment purchased, in determining when the interest of such Non-Consenting Party shall revert to it as above provided; if there is a credit balance it shall be paid to such Non-Consenting Party.

If and when the Consenting Parties recover from a Non-Consenting Party's relinquished interest the amounts provided for above, the relinquished interests of such Non-Consenting Party shall automatically revert to it and from and after such reversion such Non-Consenting Party shall own the same interest in such well, the operating rights and working interest therein, the material and equipment in or pertaining thereto, and the production therefrom as such Non-Consenting Party would have owned had it participated in the drilling, reworking, deepening or plugging back of said well. Thereafter, such Non-Consenting Party shall be charged with and shall pay its proportionate part of the further costs of the operation of said well in accordance with the terms of this agreement and the accounting procedure schedule, Exhibit "C", attached hereto.

Notwithstanding the provisions of this Section 12, it is agreed that without the mutual consent of all parties, no wells shall be completed in or produced from a source of supply from which a well located elsewhere on the Unit Area is producing, unless such well conforms to the then-existing well spacing pattern for such source of supply.

The provisions of this section shall have no application whatsoever to the drilling of the initial test well on the Unit Area, but shall apply to the reworking, deepening, or plugging back of the initial test well after it has been drilled to the depth specified in Section 7, if it is, or thereafter shall prove to be, a dry hole or non-commercial well, and to all other wells drilled, reworked, deepened, or plugged back, or proposed to be drilled, reworked, deepened, or plugged back, upon the Unit Area subsequent to the drilling of the initial test well.

13. RIGHT TO TAKE PRODUCTION IN KIND

Each party shall take in kind or separately dispose of its proportionate share of all oil and gas produced from the Unit Area, exclusive of production which may be used in development and producing operations and in preparing and treating oil for marketing purposes and production unavoidably lost. Each party shall pay or deliver, or cause to be paid or delivered, all royalties, overriding royalties, or other payments due on its share of such production, and shall hold the other parties free from any liability therefor. Any extra expenditure incurred in the taking in kind or separate disposition by any party of its proportionate share of the production shall be borne by such party.

Each party shall execute all division orders and contracts of sale pertaining to its interest in production from the Unit Area, and shall be entitled to receive payment direct from the purchaser or purchasers thereof for its share of all production.

In the event any party shall fail to make the arrangements necessary to take in kind or separately dispose of its proportionate share of the oil and gas produced from the Unit Area, Operator shall have the right, subject to revocation at will by the party owning it, but not the obligation, to purchase such oil and gas or sell it to others for the time being, at not less than the market price prevailing in the area, which shall in no event be less than the price which Operator receives for its portion of the oil and gas produced from the Unit Area. Any such purchase or sale by Operator shall be subject always to the right of the owner of the production to exercise at any time its right to take in kind, or separately dispose of, its share of all oil and gas not previously delivered to a purchaser. Notwithstanding the foregoing, Operator shall not make a sale into interstate commerce of any other party's share of gas production without first giving such other party sixty (60) days notice of such intended sale.

14. ACCESS TO UNIT AREA

Each party shall have access to the Unit Area at all reasonable times, at its sole risk, to inspect or observe operations, and shall have access at reasonable times to information pertaining to the development or operation thereof, including Operator's books and records relating thereto. Operator shall, upon request, furnish each of the other parties with copies of all drilling reports, well logs, tank tables, daily gauge and run tickets and reports of stock on hand at the first of each month, and shall make available samples of any cores or cuttings taken from any well drilled on the Unit Area.

15. DRILLING CONTRACTS

All wells drilled on the Unit Area shall be drilled on a competitive contract basis at the usual rates prevailing in the area. Operator, if it so desires, may employ its own tools and equipment in the drilling of wells, but its charges therefor shall not exceed the prevailing rates in the field, and the rate of such charges shall be agreed upon by the parties in writing before drilling operations are commenced, and such work shall be performed by Operator under the same terms and conditions as shall be customary and usual in the field in contracts of independent contractors who are doing work of a similar nature.

16. ABANDONMENT OF WELLS

No well, other than any well which has been drilled or reworked pursuant to Section 12 hereof for which the Consenting Parties have not been fully reimbursed as therein provided, which has been completed as a producer shall be plugged and abandoned without the consent of all parties; provided, however, if all parties do not agree to the abandonment of any well, those wishing to continue its operation shall tender to each of the other parties its proportionate share of the value of the well's salvable material and equipment, determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. Each abandoning party shall then assign to the non-abandoning parties, without warranty, express or implied, as to title or as to quantity, quality, or fitness for use of the equipment and material, all of its interest in the well and its equipment, together with its interest in the leasehold estate as to, but only as to, the interval or intervals of the formation or formations then open to production. The assignments so limited shall encompass the "drilling unit" upon which the well is located. The payments by, and the assignments to, the assignees shall be in a ratio based upon the relationship of their respective percentages of participation in the Unit Area to the aggregate of the percentages of participation in the Unit Area of all assignees. There shall be no readjustment of interest in the remaining portion of the Unit Area.

After the assignment, the assignors shall have no further responsibility, liability, or interest in the operation of or production from the well in the interval or intervals then open. ~~Upon request of the assignees,~~ ^{If Operator is one of the non-abandoning parties,} Operator shall continue to operate the assigned well for the account of the non-abandoning parties at the rates and charges contemplated by this agreement, plus any additional cost and charges which may arise as the result of the separate ownership of the assigned well; but if Operator is one of the abandoning parties, then the non-abandoning parties shall select one of said parties to operate the well as herein provided.

17. DELAY RENTALS AND SHUT-IN WELL PAYMENTS

Delay rentals and shut-in well payments which may be required under the terms of any lease shall be paid by the party who has subjected such lease to this agreement, at its own expense. Proof of each payment shall be given to Operator at least ten (10) days prior to the rental or shut-in well payment date. Operator shall furnish similar proof to all other parties concerning payments it makes in connection with its leases. Any party may request, and shall be entitled to receive, proper evidence of all such payments. If, through mistake or oversight, any delay rental or shut-in well payment is not paid or is erroneously paid, and as a result a lease or interest therein terminates, there shall be no monetary liability against the party who failed to make such payment. Unless the party who failed to pay a rental or shut-in well payment secures a new lease covering the same interest within ninety (90) days from the discovery of the failure to make proper payment, the interests of the parties shall be revised on an acreage basis effective as of the date of termination of the lease involved, and the party who failed to make proper payment will no longer be credited with an interest in the Unit Area on account of the ownership of the lease which has terminated. In the event the party who failed to pay the rental or the shut-in well payment shall not have been fully reimbursed, at the time of the loss, from the proceeds of the sale of oil and gas attributable to the lost interest, calculated on an acreage basis, for the development and operating costs theretofore paid on account of such interest, it shall be reimbursed for unrecovered actual costs theretofore paid by it (but not for its share of the cost of any dry hole previously drilled or wells previously abandoned) from so much of the following as is necessary to effect reimbursement:

- (1) proceeds of oil and gas, less operating expenses, theretofore accrued to the credit of the lost interest, on an acreage basis, up to the amount of unrecovered costs;
- (2) proceeds, less operating expenses thereafter incurred attributable to the lost interest on an acreage basis, of that portion of oil and gas thereafter produced and marketed (excluding production from any wells thereafter drilled) which would, in the absence of such lease termination, be attributable to the lost interest on an acreage basis, up to the amount of unrecovered costs, the proceeds of said portion of the oil and gas to be contributed by the other parties in proportion to their respective interests; and
- (3) any moneys, up to the amount of unrecovered costs, that may be paid by any party who is, or becomes, the owner of the interest lost, for the privilege of participating in the Unit Area or becoming a party to this contract.

Operator shall notify each other party hereto prior to shutting in any gas well located on the Unit Area and the reason therefor.

~~ISOPREFERENTIAL RIGHT TO PURCHASE~~
18. SALE OF OPERATOR'S INTEREST

~~Should any party desire to sell all or any part of its interests under this contract, or its rights and interests in the Unit Area, it shall promptly give written notice to the other parties, with full information concerning its proposed sale, which shall include the name and address of the prospective purchaser (who must be ready, willing and able to purchase), the purchase price, and all other terms of the offer. The other parties shall then have an optional prior right, for a period of ten (10) days after receipt of the notice, to purchase on the same terms and conditions the interest which the other party proposes to sell; and, if this optional right is exercised, the purchasing parties shall share the purchased interest in the proportions that the interest of each bears to the total interest of all purchasing parties. However, there shall be no preferential right to purchase in those cases where any party wishes to mortgage its interests, or to dispose of its interests by merger, reorganization, consolidation, or sale of all of its assets, or a sale or transfer of its interests to a subsidiary or parent company, or subsidiary of a parent company, or to any company in which any one party owns a majority of the stock.~~

In the event Unit Operator sells or disposes of all or any part of its interest in the lands and leases covered hereby the right of operation herein conferred upon Unit Operator shall not run with the transfer of interest or inure to the benefit of Unit Operator's assignee, but such assignee and the other parties hereto (including Unit Operator if it has sold or disposed of less than all of its interest) shall select the Unit Operator for subsequent operations hereunder. Except as otherwise specifically provided above, the rights of the parties hereto with respect to the resignation or removal of the Unit Operator and the selection of a successor Unit Operator shall be governed by Sections 4 and 5 of the Unit Agreement.

19. MAINTENANCE OF UNIT OWNERSHIP

For the purpose of maintaining uniformity of ownership in the oil and gas leasehold interests covered by this contract, and notwithstanding any other provisions to the contrary, no party shall sell, encumber, transfer or make other disposition of its interest in the leases embraced within the Unit Area and in wells, equipment and production unless such disposition covers either:

- (1) the entire interest of the party in all leases and equipment and production; or
- (2) an equal undivided interest in all leases and equipment and production in the Unit Area.

Every such sale, encumbrance, transfer or other disposition made by any party shall be made expressly subject to this agreement, and shall be made without prejudice to the rights of the other parties.

If at any time the interest of any party is divided among and owned by four or more co-owners, Operator may, at its discretion, require such co-owners to appoint a single trustee or agent with full authority to receive notices, approve expenditures, receive billings for and approve and pay such party's share of the joint expenses, and to deal generally with, and with power to bind, the co-owners of such party's interests within the scope of the operations embraced in this contract; however, all such co-owners shall enter into and execute all contracts or agreements for the disposition of their respective shares of the oil and gas produced from the Unit Area and they shall have the right to receive, separately, payment of the sale proceeds thereof.

20. RESIGNATION OF OPERATOR

~~Operator may resign from its duties and obligations as Operator at any time upon written notice of not less than ninety (90) days given to all other parties. In this case, all parties to this contract shall select by majority vote in interest, not in numbers, a new Operator who shall assume the responsibilities and duties, and have the rights, prescribed for Operator by this agreement. The retiring Operator shall deliver to its successor all records and information necessary to the discharge by the new Operator of its duties and obligations.~~

21. LIABILITY OF PARTIES

The liability of the parties shall be several, not joint or collective. Each party shall be responsible only for its obligations, and shall be liable only for its proportionate share of the costs of developing and operating the Unit Area. Accordingly, the lien granted by each party to Operator in Section 9 is given to secure only the debts of each severally. It is not the intention of the parties to create, nor shall this agreement be construed as creating, a mining or other partnership or association, or to render them liable as partners.

22. RENEWAL OR EXTENSION OF LEASES

~~If any party secures a renewal of any oil and gas lease subject to this contract, each and all of the other parties shall be notified promptly, and shall have the right to participate in the ownership of the renewal lease by paying to the party who acquired it their several proper proportionate shares of the acquisition cost, which shall be in proportion to the interests held at that time by the parties in the Unit Area.~~

~~If some, but less than all, of the parties elect to participate in the purchase of a renewal lease, it shall be owned by the parties who elect to participate therein, in a ratio based upon the relationship of their respective percentage of participation in the unit area to the aggregate of the percentages of participation in the unit area of all parties participating in the purchase of such renewal lease. Any renewal lease in which less than all the parties elect to participate shall not be subject to this agreement.~~

~~Each party who participates in the purchase of a renewal lease shall be given an assignment of its proportionate interest therein by the acquiring party.~~

~~The provisions of this section shall apply to renewal leases whether they are for the entire interest covered by the expiring lease or cover only a portion of its area or an interest therein. Any renewal lease taken before the expiration of its predecessor lease, or taken or contracted for within six (6) months after the expiration of the existing lease shall be subject to this provision; but any lease taken or contracted for more than six (6) months after the expiration of an existing lease shall not be deemed a renewal lease and shall not be subject to the provisions of this section.~~

~~The provisions in this section shall apply also and in like manner to extensions of oil and gas leases.~~

23. SURRENDER OF LEASES

The leases covered by this agreement, in so far as they embrace acreage in the Unit Area, shall not be surrendered in whole or in part unless all parties consent.

However, should any party desire to surrender its interest in any lease or in any portion thereof, and other parties not agree or consent, the party desiring to surrender shall assign, without express or implied warranty of title, all of its interest in such lease, or portion thereof, and any well, material and equipment which may be located thereon and any rights in production thereafter secured, to the parties not desiring to surrender it. Upon such assignment, the assigning party shall be relieved from all obligations thereafter accruing, but not theretofore accrued, with respect to the acreage assigned and the operation of any well thereon, and the assigning party shall have no further interest in the lease assigned and its equipment and production. The parties assignee shall pay to the party assignor the reasonable salvage value of the latter's interest in any wells and equipment on the assigned acreage, determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. If the assignment is in favor of more than one party, the assigned interest shall be shared by the parties assignee in the proportions that the interest of each bears to the interest of all parties assignee.

Any assignment or surrender made under this provision shall not reduce or change the assignors' or surrendering parties' interest, as it was immediately before the assignment, in the balance of the Unit Area; and the acreage assigned or surrendered, and subsequent operations thereon, shall not thereafter be subject to the terms and provisions of this agreement.

24. ACREAGE OR CASH CONTRIBUTIONS

If any party receives while this agreement is in force a contribution of cash toward the drilling of a well or any other operation on the Unit Area, such contribution shall be paid to the party who conducted the drilling or other operation and shall be applied by it against the cost of such drilling or other operation. If the contribution be in the form of acreage, the party to whom the contribution is made shall promptly execute an assignment of the acreage, without warranty of title, to all parties to this agreement in proportion to their interests in the Unit Area at that time, and such acreage shall become a part of the Unit Area and be governed by all the provisions of this contract. Each party shall promptly notify all other parties of all acreage or money contributions it may obtain in support of any well or any other operation on the Unit Area.

25. PROVISION CONCERNING TAXATION

Each of the parties hereto elects, under the authority of Section 761(a) of the Internal Revenue Code of 1954, to be excluded from the application of all of the provisions of Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code of 1954. If the income tax laws of the state or states in which the property covered hereby is located contain, or may hereafter contain, provisions similar to those contained in the Subchapter of the Internal Revenue Code of 1954 above referred to under which a similar election is permitted, each of the parties agrees that such election shall be exercised. Each party authorizes and directs the Operator to execute such an election or elections on its behalf and to file the election with the proper governmental office or agency. If requested by the Operator so to do, each party agrees to execute and join in such an election.

Operator shall render for ad valorem taxation all property ^{lawfully} subject to this agreement which by law should be returned for such taxes, and it shall pay all such taxes/assessed thereon. ~~before they become delin-~~
~~quent.~~ Operator shall bill all other parties for their proportionate share of all tax payments in the manner provided in Exhibit "C".

If any tax assessment is considered unreasonable by Operator, it may at its discretion protest such valuation within the time and manner prescribed by law, and prosecute the protest to a final determination, unless all parties agree to abandon the protest prior to final determination. When any such protested valuation shall have been finally determined, Operator shall pay the assessment for the joint account, together with interest and penalty accrued, and the total cost shall then be assessed against the parties, and be paid by them, as provided in Exhibit "C".

26. INSURANCE

At all times while operations are conducted hereunder, Operator shall comply with the Workmen's Compensation Law of the State where the operations are being conducted. Operator shall also carry or provide insurance for the benefit of the joint account of the parties as may be outlined in Exhibit "D" attached to and made a part hereof. Operator shall require all contractors engaged in work on or for the Unit Area to comply with the Workmen's Compensation Law of the State where the operations are being conducted and to maintain such other insurance as Operator may require.

In the event Automobile Public Liability Insurance is specified in said Exhibit "D", or subsequently receives the approval of the parties, no direct charge shall be made by Operator for premiums paid for such insurance for operator's fully owned automotive equipment.

27. CLAIMS AND LAWSUITS

If any party to this contract is sued on an alleged cause of action arising out of operations on the Unit Area, or on an alleged cause of action involving title to any lease or oil and gas interest subjected to this contract, it shall give prompt written notice of the suit to the Operator and all other parties.

The defense of lawsuits shall be under the general direction of a committee of lawyers representing the parties, with Operator's attorney as Chairman. Suits may be settled during litigation only with the joint consent of all parties. No charge shall be made for services performed by the staff attorneys for any of the parties, but otherwise all expenses incurred in the defense of suits, together with the amount paid to discharge any final judgment, shall be considered costs of operation and shall be charged to and paid by all parties in proportion to their then interests in the Unit Area. Attorneys, other than staff attorneys for the parties, shall be employed in lawsuits involving Unit Area operations only with the consent of all parties; if outside counsel is employed, their fees and expenses shall be considered Unit Area expense and shall be paid by Operator and charged to all of the parties in proportion to their then interests in the Unit Area. The provisions of this paragraph shall not be applied in any instance where the loss which may result from the suit is treated as an individual loss rather than a joint loss under prior provisions of this agreement, and all such suits shall be handled by and be the sole responsibility of the party or parties concerned.

Damage claims caused by and arising out of operations on the Unit Area, conducted for the joint account of all parties, shall be handled by Operator and its attorneys, the settlement of claims of this kind shall be within the discretion of Operator so long as the amount paid in settlement of any one claim does not exceed one thousand (\$1000.00) dollars and, if settled, the sums paid in settlement shall be charged as expense to and be paid by all parties in proportion to their then interests in the Unit Area.

28. FORCE MAJEURE

If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, other than the obligation to make money payments, that party shall give to all other parties prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all possible diligence to remove the force majeure as quickly as possible.

The requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the party involved, contrary to its wishes; how all such difficulties shall be handled shall be entirely within the discretion of the party concerned.

The term "force majeure" as here employed shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, governmental restraint, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

29. NOTICES

All notices authorized or required between the parties, and required by any of the provisions of this agreement, shall, unless otherwise specifically provided, be given in writing by United States mail or Western Union Telegram, postage or charges prepaid, and addressed to the party to whom the notice is given at the

addresses listed on Exhibit "A". The originating notice to be given under any provision hereof shall be deemed given only when received by the party to whom such notice is directed and the time for such party to give any notice in response thereto shall run from the date the originating notice is received. The second or any responsive notice shall be deemed given when deposited in the United States mail or with the Western Union Telegraph Company, with postage or charges prepaid. Each party shall have the right to change its address at any time, and from time to time, by giving written notice thereof to all other parties.

30. OTHER CONDITIONS, IF ANY, ARE:

A. This agreement shall become effective as of the effective date of the said Unit Agreement and shall remain in full force and effect during the term of said Unit Agreement and any and all extensions or renewals thereof, and, in the event of the termination of the said Unit Agreement for any reason as to all or any part of the land now or hereafter included in the Unit Area, this agreement shall continue in full force and effect with respect to any land as to which the said Unit Agreement terminates which is included in any drilling unit or proration unit for any unabandoned well which has been drilled or commenced pursuant to this agreement prior to the said termination. After such termination (1) the royalties reserved in the lease covering any such drilling or proration unit which are applicable to production from such unit shall be paid and satisfied from the actual production from such unit by the owner of the lease covering such unit, and the remaining production therefrom and the cost of all subsequent operations thereon shall be allocated among the parties to this agreement in accordance with the other provisions of this agreement; such remaining production being in lieu of any other working interest production from or allocated to such unit to which any working interest owner or owners might otherwise be entitled under this agreement, and (2) any overriding royalties or additional burdens on production from such drilling or proration unit shall be paid and satisfied by the owner of the lease covering such unit and such owner shall hold the other parties harmless from any such overriding royalties and additional burdens on production. The rights and interests of the parties hereto in such drilling or proration units, the wells thereon and their participation in the production therefrom and in the cost of operations thereon, shall be governed by the provisions hereof and this agreement with respect to each such well and its drilling unit or proration unit shall remain in full force and effect so long as any well thereon is being drilled or reworked or is capable of producing oil or gas in paying quantities and until same is plugged and abandoned and the accounts of all parties hereto are settled. No termination of the said Unit Agreement as to any land (except as a result of loss or failure of title or loss of a lease through failure to pay rental or shut-in well payment) shall cause a revision of the participation percentages of the parties under this agreement as to the lands as to which this agreement thereafter remains effective.

B. Pure, Gulf, Phillips and Texaco are to pay (in the proportions set forth in Schedule III of Exhibit "A") that part of the costs of the Test Well incurred to the flow line connection which is attributable to the 120 acres included in the Unit Area by Shell.

In consideration thereof, Shell hereby conveys to Pure a 50% part, to Gulf a 22.5% part, to Phillips a 15% part and to Texaco a 12.5% part of an undivided 1/2 of the leasehold estate in said 120 acres that it has subjected to the Unit Area, from the depth of 5200 feet down to and including the deepest formation evaluated by the initial test well. Pure in turn hereby conveys to Texaco an undivided 1/2 of its said 50% part of Shell's said assigned leasehold.

Pure alone is to pay that part of the cost of the Test Well incurred to the flow line connection which is attributable to the 640 acres included in the Unit Area by Wilson and Wyoming.

In consideration thereof Wilson and Wyoming hereby convey to Pure an undivided 1/2 of the leasehold estate in said 640 acres, below the depth of 5200 feet, that they have subjected to the Unit Area.

As between Pure, Gulf, Phillips and Texaco, the costs of said Test Well to the flow line connection shall be borne as follows: Pure 48.25581% - Gulf 22.50000% - Phillips 15.00000% - Texaco 14.24419%, as set forth in Schedule II of Exhibit "A".

At such time as the Test Well shall have been drilled in accordance with the provisions of this agreement, Shell agrees to execute and deliver to Pure, Gulf, Phillips and Texaco a stipulation in the form and language as is set forth in Exhibit III hereof covering an undivided 1/2 (in the proportions of 25% to Pure, 22.5% to Gulf, 15% to Phillips, 37.5% to Texaco) of Shell's right, title and interest in and to the SE/4 of the SE/4 of Section 12 and the E/2 of the NE/4 of Section 13, all in R-21-S, R-34-E, Lea County, New Mexico, from the depth of 5200 feet down to and

including the deepest formation evaluated by the initial test well. All rentals hereafter becoming due under the terms of the lease described in Exhibit "D" hereof shall be paid by Shell and Pure, Gulf, Phillips and Texaco shall reimburse Shell for 1/2 of all such rentals so paid in the proportions that said acquiring parties earn said 1/2 interest. Shell shall make a good faith effort to properly and timely pay all such rentals becoming due but shall not be liable to said acquiring parties if through oversight or error any such rental is not paid or is erroneously paid.

At such time as the Test Well shall have been drilled in accordance with the provisions of this agreement, Wilson and Wyoming each agree to execute and deliver to Pure a stipulation in the form and language as is set forth in Exhibit "G" hereof covering an undivided 1/2 of Wilson's and Wyoming's right, title and interest in and to the NW/4 of the NE/4 of Section 11, the S/2 of the NW/4 and the S/2 of Section 13, the NE/4 of the SE/4 and the S/2 of the SE/4 of Section 14, and the N/2 of the NE/4 of Section 23, all in T-21-S, R-34-E, Lea County, New Mexico, below the depth of 5200 feet. All rentals hereafter becoming due under the terms of the leases described in Exhibit "F" hereof shall be paid by Wilson and Wyoming and Pure shall reimburse Wilson and Wyoming for 1/2 of all such rentals so paid. Wilson and Wyoming shall each make a good faith effort to properly and timely pay all such rentals becoming due but shall not be liable to Pure if through oversight or error any such rental is not paid or is erroneously paid.

C. As indicated on Exhibit "A" hereto, this Unit Operating Agreement is limited in its application to depths below 5200 feet beneath the surface of the land and leases subjected hereto, and all conveyances, assignments and similar transfers of operating interests and leasehold estates provided for herein or to be executed pursuant to the provisions hereof shall be likewise so limited.

D. In the event the initial test well does not penetrate and adequately test the Devonian formation or is not completed as a commercial producer of oil or gas at a lesser depth, then Pure, Gulf, Phillips and Texaco shall not have earned any of the operating rights owned by Shell and committed to the Unit Agreement. If the initial test well does not penetrate and adequately test the Devonian formation but the same is completed as a commercial producer of oil or gas at a lesser depth, then Pure, Gulf, Phillips and Texaco shall have earned an undivided one-half (1/2) interest in Shell's operating rights committed to the Unit Agreement, only from 5200 feet below the surface down to the base of the producing formation in which the initial test well is completed, or 100 feet below the deepest depth drilled in the initial test well, whichever is the greater depth.

In the event the initial test well is not drilled to the Devonian formation but production is established in said well at a lesser depth, then Pure, Gulf, Phillips and Texaco shall have two (2) years from the date of the completion of the initial test well within which to commence or cause to be commenced the actual drilling of a well located within the Unit Area and proceed with due diligence in the drilling of said well to a depth sufficient to adequately test the Devonian formation (hereinafter referred to as "deep test well"). The cost, risk and expense of drilling this deep test well from the surface down to the depth to which Pure, Gulf, Phillips and Texaco have earned operating rights under the provisions of the paragraph next above shall be borne and paid or non-consented to, in accordance with the terms of the Unit Agreement and Unit Operating Agreement. Pure, Gulf, Phillips and Texaco shall bear Shell's entire cost, risk and expense of the deep test well from the depth to which Pure, Gulf, Phillips and Texaco have previously earned operating rights down to the completion of the deep test well to the flowline connection. In the event this deep test well is drilled within the time and to the depth herein provided, whether or not the same is completed as a producer or as a dry hole, Pure, Gulf, Phillips and Texaco shall have earned an undivided one-half (1/2) interest in all of Shell's operating rights within the Unit Area below the depth of 5200 feet and down to and including the deepest formation evaluated in the deep test well.

E. As used in this agreement, Wilson refers to Wilson Oil Company; Wyoming refers to Frances P. Bolton d.b.a. Wyoming Oil Company; Phillips refers to Phillips Petroleum Company; Gulf refers to Gulf Oil Corporation; Pure refers to The Pure Oil Company; Texas and Texaco refers to Texaco Inc.; and Shell refers to Shell Oil Company.

This agreement may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

APPROVED	
TRADE	DHZ
FORM	272.
DESCRIPTION	DHZ
m.m.w.	

ATTEST:

THE PURE OIL COMPANY

By [Signature]
Division Manager,
Southern Producing Division

OPERATOR

George Henry
Sam H. Payne

PHILLIPS PETROLEUM COMPANY

By [Signature]
Vice-President

WILSON OIL COMPANY

By _____
President

TEXACO INC.

By _____
Attorney in Fact

GULF OIL CORPORATION

By _____
Attorney in Fact

SHELL OIL COMPANY

By _____
Attorney in Fact

FRANCES P. BOLTON
d.b.a WYOMING OIL COMPANY

By _____

ATTEST: [Signature]
Secretary

ATTEST:

Secretary

This agreement may be signed in counterparts and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

THE PURE OIL COMPANY

ATTEST:

By _____
Division Manager,
Southern Producing Division

OPERATOR

PHILLIPS PETROLEUM COMPANY

ATTEST:

Secretary

By _____
Vice-President

WILSON OIL COMPANY

ATTEST:

Secretary

By _____
President

TEXACO INC.

By _____
Attorney in Fact

GULF OIL CORPORATION

By _____
Attorney in Fact

SHELL OIL COMPANY

By _____
Attorney in Fact

FRANCES P. BOLTON
d.b.a WYOMING OIL COMPANY

By _____

This agreement may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

THE PURE OIL COMPANY

ATTEST:

By _____
Division Manager,
Southern Producing Division

OPERATOR

PHILLIPS PETROLEUM COMPANY

ATTEST:

Secretary

By _____
Vice-President

WILSON OIL COMPANY

ATTEST:

Secretary

By _____
President

TEXACO INC.

12/18
[Handwritten signature]
[Handwritten initials]

By _____
[Handwritten signature]
Attorney in Fact

GULF OIL CORPORATION

By _____
Attorney in Fact

SHELL OIL COMPANY

By _____
Attorney in Fact

FRANCES P. BOLTON
d.b.a WYOMING OIL COMPANY

By _____

This agreement may be signed in counterpart and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

THE PURE OIL COMPANY

ATTEST:

By _____
Division Manager,
Southern Producing Division

OPERATOR

PHILLIPS PETROLEUM COMPANY

ATTEST:

Secretary

By _____
Vice-President

WILSON OIL COMPANY

ATTEST:

Secretary

By _____
President

TEXACO INC.

By _____
Attorney in Fact

Law	<i>[Signature]</i>
Gen. M.	<i>[Signature]</i>
Exec.	
Prod.	

GULF OIL CORPORATION

By _____
Attorney in Fact

SHELL OIL COMPANY

By _____
Attorney in Fact

FRANCES P. BOLTON
d.b.a WYOMING OIL COMPANY

By _____

This agreement may be signed in counterpart and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

THE PURE OIL COMPANY

ATTEST:

By _____
Division Manager,
Southern Producing Division

OPERATOR

PHILLIPS PETROLEUM COMPANY

ATTEST:

Secretary

By _____
Vice-President

WILSON OIL COMPANY

ATTEST:

Secretary

By _____
President

TEXACO INC.

By _____
Attorney in Fact

GULF OIL CORPORATION

By _____
Attorney in Fact

SHELL OIL COMPANY

By _____
Attorney in Fact

FRANCES P. BOLTON
d.b.a WYOMING OIL COMPANY

By _____

This agreement may be signed in counterpart and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

THE PURE OIL COMPANY

ATTEST:

By _____
Division Manager,
Southern Producing Division

O P E R A T O R

PHILLIPS PETROLEUM COMPANY

ATTEST:

Secretary

By _____
Vice-President

WILSON OIL COMPANY

ATTEST:

Secretary

By _____
President

TEXACO INC.

By _____
Attorney in fact

GULF OIL CORPORATION

By _____
Attorney in fact

SHELL OIL COMPANY

By _____
Attorney in fact

FRANCES P. BOLTON
d.b.a WYOMING OIL COMPANY

By Frances P. Bolton

STATE OF TEXAS)
COUNTY OF HARRIS) ss

The foregoing instrument was acknowledged before me this 23rd day of February, 1962, by C. W. Hancock, Division Manager of the Southern Producing Division of THE PURE OIL COMPANY, a Corporation, on behalf of said Corporation.

My Commission Expires: _____

Rogers M. Perkins
Notary Public

STATE OF TEXAS)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 1962 by _____ of TEXACO INC., a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF OKLAHOMA)
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 11th day of February, 1962 by C. C. Mote of PHILLIPS PETROLEUM COMPANY, a Delaware corporation, on behalf of said corporation.

My Commission Expires: _____

Alice Cardenas
Notary Public

STATE OF TEXAS)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 1962 by _____ of GULF OIL CORPORATION, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF TEXAS)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 1962 by _____ of SHELL OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF

⋮

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 1962 by FRANK W. FURCH of WILSON OIL COMPANY, a company, on behalf of said company.

My Commission Expires:

Notary Public

STATE OF NEW MEXICO

⋮

COUNTY OF Santa Fe

The foregoing instrument was acknowledged before me this 3rd day of January, 1962 by James W. ... of WILSON OIL COMPANY, a New Mexico corporation, on behalf of said corporation.

My Commission Expires:

[Signature]
Notary Public

Sept. 21, 1963

STATE OF TEXAS §
 :
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this _____ day of _____, 1962 by C. W. HANCOCK of THE PURE OIL COMPANY, an Ohio corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF TEXAS §
 :
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 8th day of February, 1962 by _____ of TEXACO INC., a Delaware corporation, on behalf of said corporation.

My Commission Expires: _____

June 1, 1962

Betty R. Davis
Notary Public

S. DAVIS

STATE OF OKLAHOMA §
 :
COUNTY OF WASHINGTON §

The foregoing instrument was acknowledged before me this _____ day of _____, 1962 by _____ of PHILLIPS PETROLEUM COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF TEXAS §
 :
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this _____ day of _____, 1962 by _____ of GULF OIL CORPORATION, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF TEXAS §
 :
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this _____ day of _____, 1962 by _____ of SHELL OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF TEXAS §
 :
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this _____ day of _____, 1962 by C. W. MANCOCK of THE PURE OIL COMPANY, an Ohio corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

STATE OF TEXAS §
 :
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this _____ day of _____, 1962 by _____ of TEXACO INC., a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

STATE OF OKLAHOMA §
 :
COUNTY OF WASHINGTON §

The foregoing instrument was acknowledged before me this _____ day of _____, 1962 by _____ of PHILLIPS PETROLEUM COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

NEW MEXICO
STATE OF TEXAS §
 :
COUNTY OF CHAVES §

The foregoing instrument was acknowledged before me this 31st day of _____, 1962 by E. O. MORLOCK Attorney In Fact of GULF OIL CORPORATION, a PENNSYLVANIA corporation, on behalf of said corporation.

My Commission Expires:

My Commission Expires August 15, 1964

E. Morris Crayton

Notary Public

STATE OF TEXAS §
 :
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this _____ day of _____, 1962 by _____ of SHELL OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

STATE OF TEXAS §
 :
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this _____ day of _____, 1962 by C. W. LEMCOCK of THE PURE OIL COMPANY, an Ohio corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

STATE OF TEXAS §
 :
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this _____ day of _____, 1962 by _____ of TEXACO INC., a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

STATE OF OKLAHOMA §
 :
COUNTY OF WASHINGTON §

The foregoing instrument was acknowledged before me this _____ day of _____, 1962 by _____ of PHILLIPS PETROLEUM COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

STATE OF TEXAS §
 :
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this _____ day of _____, 1962 by _____ of GULF OIL CORPORATION, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

STATE OF TEXAS §
 :
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 4th day of _____, 1962 by Dr. G. H. Hinchey of SHELL OIL COMPANY, a Delaware corporation, on behalf of said corporation.

My Commission Expires:

[Signature]
Notary Public

1-63

STATE OF District
of
COLUMBIA

The foregoing instrument was acknowledged before me this 15th day of September, 1962 by FRANCIS P. BOYTON of WILSON OIL COMPANY, a company, on behalf of said company.

My commission Expires:

Sept. 17, 1967

Gene F. Shea
Notary Public

STATE OF NEW MEXICO
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 1962 by _____ of WILSON OIL COMPANY, a _____ corporation, on behalf of said corporation.

My commission Expires:

Notary Public

EXHIBIT "A"

TO UNIT OPERATING AGREEMENT DATED THE 27th DAY OF DECEMBER, 1968, FOR WILSON OIL FIELD COVERING E-1/2 OF SECTION 11; W-1/2 NW-1/4, SE-1/4 NW-1/4, AND S-1/2 OF SECTION 12; E-1/2 NE-1/4, NW-1/4, AND S-1/2 OF SECTION 13; E-1/2 OF SECTION 14; AND N-1/2 NE-1/4 OF SECTION 23, ALL IN T-21-S, R-34-E, N.M.P.M., LEA COUNTY, NEW MEXICO, CONTAINING 1720.00 ACRES OF LAND, MORE OR LESS, LIMITED TO ALL DEPTHS BELOW 5200 FEET.

UNIT AREA:

The following lands in Lea County, New Mexico:

T-21-S, R-34-E, N.M.P.M.

Section 11: E-1/2
 Section 12: W-1/2 NW-1/4, SE-1/4 NW-1/4, and S-1/2
 Section 13: E-1/2 NE-1/4, NW-1/4 and S-1/2
 Section 14: E-1/2
 Section 23: N-1/2 NE-1/4

NAMES, ADDRESSES AND DESCRIPTION OF LEASEHOLD OF PARTIES:

Party	Description
The Pure Oil Company Address: First City National Bank Building, Houston 2, Texas	Oil and gas Leasehold covering SE-1/4 of Section 11, T-21-S, R-34-E
Wilson Oil Company Address: P. O. Box 457 <u>Artesia</u> <u>New Mexico</u> and Frances P. Bolton d/o/a/ Wyoming Oil Company Address: c/o Wilson Oil Company <u>P. O. Box 457</u> <u>Artesia, New Mexico</u>	Oil and gas Leasehold covering NW-1/4 NE-1/4 of Section 11, S-1/2 NW-1/4 and S-1/2 of Sec- tion 13, NE-1/4 SE-1/4 and S-1/2 SE-1/4 of Section 14, and N-1/2 NE-1/4 of Section 23, all in T-21-S, R-34-E
Gulf Oil Corporation Address: <u>P. O. Box 1938</u> <u>Roswell,</u> <u>New Mexico</u>	Oil and gas Leasehold covering E-1/2 NE-1/4 of Section 11, W-1/2 NW-1/4, SE-1/4 NW-1/4 and N-1/2 SE-1/4 of Section 12, and N-1/2 NW-1/4 of Sec- tion 13, all in T-21-S, R-34-E
Shell Oil Company Address: P. O. Box 1509 Midland, Texas	Oil and gas Leasehold covering SE-1/4 SE-1/4 of Section 12 and E-1/2 NE-1/4 of Section 13, all in T-21-S, R-34-E
Phillips Petroleum Company Address: Land and Geological Dept. Bartlesville, Oklahoma	Oil and gas Leasehold covering SW-1/4 NE-1/4 of Section 11, NE-1/4 and NW-1/4 SE-1/4 of Sec- tion 14, all in T-21-S, R-34-E
Texaco Inc. Address: P. O. Box 3109 Midland, Texas	Oil and gas Leasehold covering SW-1/4 and SW-1/4 SE-1/4 of Sec- tion 12, T-21-S, R-34-E

INTERESTS OF PARTIES:

See Exhibit "A" - Page 2

SCHEDULE I

COMPLETION AND EXTENSION WELL SHARE

	<u>Acres</u>	<u>Per Cent</u>
Pure	495.00	29.77907%
Gulf	373.50	21.71512%
Phillips	249.00	14.47674%
Wilson and Wyoming	320.00	18.60465%
Shell	60.00	3.48837%
Texaco	222.50	12.93605%
	<u>1720.00</u>	<u>100.00000%</u>

SCHEDULE II

TEST WELL COSTS

	<u>Acres</u>	<u>Per Cent</u>
Pure	830.00	48.25581%
Gulf	387.00	22.50000%
Phillips	258.00	15.00000%
Texaco	245.00	14.24419%
	<u>1720.00</u>	<u>100.00000%</u>

SCHEDULE III

PARTICIPATION IN SHELL'S (120.00 acres) SHARE OF COSTS

	<u>Acres</u>	<u>Per Cent</u>	<u>Acres in Tract for Which Costs Paid</u>
Pure	800.00	50.00000%	(60 - 30 to Texaco) 30.00
Gulf	360.00	22.50000%	27.00
Phillips	240.00	15.00000%	18.00
Texaco	200.00	12.50000%	(15 / 30 from Pure) 45.00
	<u>1600.00</u>	<u>100.00000%</u>	<u>120.00</u>

EXHIBIT "C"

Attached to and made a part of Unit Operating Agreement dated December 27, 1962 for Wilson Deep Unit covering E-1/2 of Section 11, W-1/2 NW-1/4 and SE-1/4 NE-1/4 and S-1/2 of Section 12, E-1/2 NE-1/4 and NW-1/4 and S-1/2 of Section 13, E-1/2 of Section 14 and N-1/2 NE-1/4 of Section 23, T-21-S, R-34-E, N 10 P. N. Lea County, New Mexico.

**ACCOUNTING PROCEDURE
(JOINT OPERATIONS)**

I. GENERAL PROVISIONS

1. Definitions

"Joint Property" shall mean the real and personal property subject to the agreement to which this "Accounting Procedure" is attached.

"Joint Operations" shall mean all operations necessary or proper for the development, operation, protection and maintenance of the Joint Property.

"Operator" shall mean the party designated to conduct the Joint Operations.

"Non-Operators" shall mean the nonoperating parties, whether one or more.

"Joint Account" shall mean the account showing the charges and credits accruing because of the Joint Operations and which are to be shared by the Parties.

"Parties" shall mean Operator and Non-Operators.

"Material" shall mean personal property, equipment or supplies acquired or held for use on the Joint Property.

"Controllable Material" shall mean material which at the time is so classified in the Material Classification Manual as most recently recommended by the Council of Petroleum Accountants Societies of North America.

2. Conflict with Agreement

In the event of a conflict between the provisions of this Accounting Procedure and the provisions of the agreement to which this Accounting Procedure is attached, the provisions of the agreement shall control.

3. Collective Action by Non-Operators

Where an agreement or other action of Non-Operators is expressly required under this Accounting Procedure and if the agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, the agreement or action of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.

4. Statements and Billings

Operator shall bill Non-Operators on or before the last day of each month for their proportionate share of costs and expenses, for the preceding month. Such bills will be accompanied by statements reflecting the total charges and credits as set forth under Subparagraph **C** below:

A. Statement in detail of all charges and credits to the Joint Account.

B. Statement of all charges and credits to the Joint Account, summarized by appropriate classifications indicative of the nature thereof.

C. Statement of all charges and credits to the Joint Account summarized by appropriate classifications indicative of the nature thereof, except that items of Controllable Material and unusual charges and credits shall be detailed.

5. Payment and Advances by Non-Operators

Each Non-Operator shall pay its proportion of all such bills within fifteen (15) days after receipt thereof. If payment is not made within such time, the unpaid balance shall bear interest at the rate of six per cent (6%) per annum until paid.

6. Adjustments

Payment of any such bills shall not prejudice the right of any Non-Operators to protest or question the correctness thereof; provided however, all bills and statements rendered to Non-Operators by Operator during any calendar year shall conclusively be presumed to be true and correct after twenty-four (24) months following the end of any such calendar year, unless within the said twenty-four (24) month period a Non-Operator takes written exception thereto and makes claim on Operator for adjustment. No adjustment favorable to Operator shall be made unless it is made within the same prescribed period. The provisions of this paragraph shall not prevent adjustments resulting from a physical inventory of the Joint Property as provided for in Section VII.

7. Audits

A Non-Operator, upon notice in writing to Operator and all other Non-Operators, shall have the right to audit Operator's accounts and records relating to the accounting hereunder for any calendar year within the twenty-four (24) month period following the end of such calendar year; provided however, the making of an audit shall not extend the time for the taking of written exception to and the adjustment of accounts as provided for in Paragraph 6 of this Section I. Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct joint or simultaneous audits in a manner which will result in a minimum of inconvenience to the Operator.

II. DIRECT CHARGES

Subject to limitations hereinafter prescribed, Operator shall charge the Joint Account with the following items:

1. Rentals and Royalties

Delay or other rentals and royalties when such rentals and royalties are paid by Operator for the Joint Account of the Parties.

2. Labor

A. Salaries and wages of Operator's employees directly engaged on the Joint Property in the conduct of the Joint Operations, and salaries or wages of technical employees who are temporarily assigned to and directly employed on the Joint Property.

B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to the employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II and Paragraph 1 of Section III; except that in the case of those employees only a pro rata portion of whose salaries and wages are chargeable to the Joint Account under Paragraph 1 of Section III, not more than the same pro rata portion of the benefits and allowances herein provided for shall be charged to the Joint Account. Cost under this Paragraph 2B may be charged on a "when and as paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to the Joint Account under Paragraph 2A of this Section II and Paragraph 1 of Section III. If percentage assessment is used, the rate shall be based on the Operator's cost experience.

C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are applicable to Operator's labor cost of salaries and wages chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II and Paragraph 1 of Section III.

D. Reasonable personal expenses of those employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II and for which expenses the employees are reimbursed under Operator's usual practice.

3. Employee Benefits

Operator's current or established plans for employees' group life insurance, hospitalization, pension, retirement, stock purchase plan, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost; provided however, the total of such charges shall not exceed ten percent (10%) of Operator's labor costs chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II and Paragraph 1 of Section III.

4. Material

Material purchased or furnished by Operator for use on the Joint Property. So far as it is reasonably practical and consistent with efficient and economical operation, only such Material shall be purchased for or transferred to the Joint Property as may be required for immediate use; and the accumulation of surplus stocks shall be avoided.

5. Transportation

Transportation of employees and Material necessary for the Joint Operations but subject to the following limitations:

- A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be made to the Joint Account for a distance greater than the distance from the nearest reliable supply store or railway receiving point where like material is available, except by agreement with Non-Operators.
- B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint Account for a distance greater than the distance to the nearest reliable supply store or railway receiving point, except by agreement with Non-Operators. No charge shall be made to Joint Account for moving Material to other properties belonging to Operator, except by agreement with Non-Operators.
- C. In the application of subparagraphs A and B above, there shall be no equalization of actual gross trucking costs of \$100 or less.

6. Services

- A. The cost of contract services and utilities procured from outside sources other than services covered by Paragraph 8 of this Section II and Paragraph 2 of Section III.
- B. Use and service of equipment and facilities furnished by Operator as provided in Paragraph 5 of Section IV.

7. Damages and Losses to Joint Property

All costs or expenses necessary for the repair or replacement of Joint Property made necessary because of damages or losses incurred by fire, flood, storm, theft, accident, or any other cause, except to the extent that the damage or loss could have been avoided through the exercise of reasonable diligence on the part of Operator. Operator shall furnish Non-Operators written notice of damages or losses incurred as soon as practicable after a report thereof has been received by Operator.

8. Legal Expense

All costs and expenses of handling, investigating and settling litigation or claims arising by reason of the Joint Operations or necessary to protect or recover the Joint Property, including, but not limited to, attorneys' fees, court costs, cost of investigation or procuring evidence and amounts paid in settlement or satisfaction of any such litigation or claims; provided, (a) no charge shall be made for the services of Operator's legal staff or other regularly employed personnel (such services being considered to be Administrative Overhead under Section III), except by agreement with Non-Operators, and (b) no charge shall be made for the fees and expenses of outside attorneys unless the employment of such attorneys is agreed to by Operator and Non-Operators.

9. Taxes

All taxes of every kind and nature assessed or levied upon or in connection with the Joint Property, the operation thereof, or the production therefrom, and which taxes have been paid by the Operator for the benefit of the Parties.

10. Insurance Premiums

Premiums paid for insurance required to be carried on the Joint Property for the protection of the Parties.

11. Other Expenditures

Any other expenditure not covered or dealt with in the foregoing provisions of this Section II, or in Section III, and which is incurred by the Operator for the necessary and proper conduct of the Joint Operations.

III. INDIRECT CHARGES

Operator may charge the Joint Account for indirect costs either by use of an allocation of district expense items plus a fixed rate for administrative overhead, and plus the warehousing charges, all as provided for in Paragraphs 1, 2, and 3 of this Section III OR by combining all three of said items under the fixed rate provided for in Paragraph 4 of this Section III, as indicated next below:

OPERATOR SHALL CHARGE THE JOINT ACCOUNT UNDER THE TERMS OF:

- Paragraphs 1, 2 and 3. (Allocation of district expense plus fixed rate for administrative overhead plus warehousing.)
- Paragraph 4. (Combined fixed rate)

1. District Expense

Operator shall charge the Joint Account with a pro rata portion of the salaries, wages and expenses of Operator's production superintendent and other employees serving the Joint Property and other properties of the Operator in the same operating area, whose time is not allocated directly to the properties, and a pro rata portion of the cost of maintaining and operating a production office known as Operator's Midland District office located at or near Midland, Texas (or a comparable office if location changed), and necessary sub-offices (if any), maintained for the convenience of the above-described office, and all necessary camps, including housing facilities for employees if required, used in connection with the operations of the Joint Property and other properties in the same operating area. The expense of, less any revenue from, such facilities may, at the option of Operator, include depreciation of investment or a fair monthly rental in lieu of depreciation. Such charges shall be apportioned to all properties served on some equitable basis consistent with Operator's accounting practice.

2. Administrative Overhead

Operator shall charge administrative overhead to the Joint Account at the following rates, which charge shall be in lieu of the cost and expense of all offices of the Operator not covered by Paragraph 1 of this Section III, including salaries, wages and expenses of personnel assigned to such offices. Such charges shall be in addition to the salaries, wages and expenses of employees of Operator authorized to be charged as direct charges as provided in Paragraphs 2 and 8 of Section II.

WELL BASIS (RATE PER WELL PER MONTH)

Projected Well Depth	DRILLING WELL RATE (Use Total Depth) Each Well	PRODUCING WELL RATE (Use Current Producing Depth)		
		First Five	Next Five	All Wells Over Ten
All Depths	\$350.00	\$60.00	\$50.00	\$40.00

The cost and expense of services from outside sources in connection with matters of taxation, traffic, accounting, or matters before or involving governmental agencies shall be considered as included in the overhead rates provided for in this Paragraph 2 of Section III, unless such cost and expense are agreed upon between Operator and Non-Operators as a direct charge to the Joint Account.

3. Operator's Fully Owned Warehouse Operating and Maintenance Expense
 (Describe fully the agreed procedure to be followed by the Operator.)
 None

4. Combined Fixed Rates

Operator shall charge the Joint Account for the services covered by Paragraph 1, 2 and 3 of this Section III, the following fixed per well rates:

WELL BASIS (RATE PER WELL PER MONTH)

Well Depth	DRILLING WELL RATE (Use Total Depth)		PRODUCING WELL RATE (Use Current Producing Depth)	
	Each Well	First Five	Next Five	All Wells Over Ten

Said fixed rate (shall) (shall not) include salaries and expenses of production foremen.

5. Application of Administrative Overhead or Combined Fixed Rates

The following limitations, instructions and charges shall apply in the application of the per well rates as provided under either Paragraph 2 or Paragraph 4 of this Section III:

- A. Charges for drilling wells shall begin on the date each well is spudded and terminate on the date the drilling or completion rig is released, whichever is later, except that no charge shall be made during the suspension of drilling operations for fifteen (15) or more consecutive days.
- B. The status of wells shall be as follows:
 - (1) Producing gas wells, injection wells for recovery operations, water supply wells utilized for water flooding operations and salt water disposal wells shall be considered the same as producing wells.
 - (2) Wells permanently shut down but on which plugging operations are deferred shall be dropped from the well schedule at the time the shutdown is effected. When such a well is plugged a charge shall be made at the producing well rates.
 - (3) Wells being plugged back, drilled deeper, converted to a source or input well, or which are undergoing any type of workover that requires the use of a drilling or workover rig shall be considered the same as drilling wells.
 - (4) Temporarily shut-down wells, which are not produced or worked upon for a period of a full calendar month, shall not be included in the well schedule, provided however, wells shut in by governmental regulatory body shall be included in the well schedule only in the event the allowable production is transferred to some other well or wells on the Joint Property. In the event of a unit allowable, all wells capable of producing will be counted in determining the charge.
 - (5) Gas wells shall be included in the well schedule if directly connected to a permanent sales outlet even though temporarily shut in due to overproduction or failure of purchaser to take the allowed production.
 - (6) Wells completed in multiple horizons, in which the production is not commingled down hole, shall be considered as a producing well for each separately producing horizon.
- C. The well rates shall apply to the total number of wells being drilled or operated under the agreement to which this Accounting Procedure is attached, irrespective of individual leases.
- D. The well rates shall be adjusted on the first day of April of each year following the effective date of the agreement to which this Accounting Procedure is attached. The adjustment shall be computed by multiplying the rate currently in use by the percentage increase or decrease in the average weekly earnings of Crude Petroleum and Gas Production Workers for the last calendar year compared to the preceding calendar year as shown by "The Index of Average Weekly Earnings of Crude Petroleum and Gas Production Workers" as published by the United States Department of Labor, Bureau of Labor Statistics. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.

~~6. For the construction of compressor plants, water stations, secondary recovery systems, salt water disposal facilities, and other such projects, as distinguished from the more usual drilling and producing operations, Operator in addition to the Administrative Overhead or Combined Fixed Rates provided for in Paragraph 2 and 4 of this Section III, shall charge the Joint Account with an additional overhead charge as follows:~~

- A. Total cost less than \$25,000, no charge.
 - B. Total cost more than \$25,000 but less than \$100,000, _____% of total cost.
 - C. Total cost of \$100,000 or more, _____% of the first \$100,000 plus _____% of all over \$100,000 of total cost.
- ~~Total cost shall mean the total gross cost of any one project. For the purpose of this Paragraph the component parts of a single project shall not be treated separately and the cost of drilling wells shall be excluded.~~

7. The specific rates provided for in this Section III may be amended from time to time by mutual agreement between the Parties hereto if, in practice, the rates are found to be insufficient or excessive.

IV. BASIS OF CHARGES TO JOINT ACCOUNT

Subject to the further provisions of this Section IV, Operator will procure all Material and services for the Joint Property. At the Operator's option, Non-Operator may supply Material or services for the Joint Property.

1. Purchases

Material purchased and service procured shall be charged at the price paid by Operator after deduction of all discounts actually received.

2. Material furnished from Operator's Warehouse or Other Properties

- A. New Material (Condition "A")
 - (1) Tubular goods, two inch (2") and over, shall be priced on Eastern Mill base (i. e. Youngstown, Ohio; Lorain, Ohio; and Indiana Harbor, Indiana) on a minimum carload basis effective at date of movement and f. o. b. railway receiving point nearest the Joint Property, regardless of quantity. In equalized hauling charges, Operator is permitted to include ten cents (10c) per hundred-weight on all tubular goods furnished from his stocks in lieu of loading and unloading costs sustained.
 - (2) Other Material shall be priced at the current replacement cost of the same kind of Material, effective at date of movement and f. o. b. the supply store or railway receiving point nearest the Joint Property where Material of the same kind is available.
 - (3) The Joint Account shall not be credited with cash discounts applicable to prices provided for in this Paragraph 2 of Section IV.
- B. Used Material (Condition "B" and "C")
 - (1) Material in sound and serviceable condition and suitable for reuse without reconditioning, shall be classified as Condition "B" and priced at seventy-five per cent (75%) of the current price of new Material.
 - (2) Material which cannot be classified as Condition "B" but which,
 - (a) After reconditioning will be further serviceable for original function as good secondhand Material (Condition "B"), or
 - (b) Is serviceable for original function but substantially not suitable for reconditioning, shall be classified as Condition "C" and priced at fifty per cent (50%) of current new price.
 - (3) Obsolete Material or Material which cannot be classified as Condition "B" or Condition "C" shall be priced at a value commensurate with its use. Material no longer suitable for its original purpose but usable for

some other purpose, shall be priced on a basis comparable with that of items normally used for such other purpose.

(4) Material involving erection costs shall be charged at applicable percentage of the current market-down price of new Material.

3. Premium Prices

Whenever Material is not readily obtainable at prices specified in Paragraphs 1 and 2 of this Section IV because of unusual emergencies, strikes or other unusual causes over which the Operator has no control, the Operator may charge the Joint Account for the required Material at the Operator's actual cost incurred in procuring such Material, or making it suitable for use, and in moving it to the Joint Property, provided, that notice in writing is furnished to Non-Operators of the proposed charge prior to billing Non-Operators for such Material. Each Non-Operator shall have the right, by so electing and notifying Operator within 10 days after receiving notice from Operator, to furnish in kind all or part of his share of such Material suitable for use and acceptable to Operator.

4. Warranty of Material Furnished by Operator

Operator does not warrant the Material furnished. In case of defective Material, credit shall not be passed to the Joint Account until adjustment has been received by Operator from the manufacturers or their agents.

5. Equipment and Facilities Furnished by Operator

A. Operator shall charge the Joint Account for use of equipment and facilities at rates commensurate with cost of ownership and operation. Such rates shall include cost of maintenance, repairs, other operating expense, insurance, taxes, depreciation and interest on investment not to exceed six per cent (6%) per annum, provided such rates shall not exceed those currently prevailing in the immediate area within which the Joint Property is located. Rates for automotive equipment shall generally be in line with the schedule of rates adopted by the Petroleum Motor Transport Association, or some other recognized organization, as recommended uniform charges against Joint Property operations. Rates for laboratory services shall not exceed those currently prevailing if performed by outside service laboratories. Rates for trucks, tractors and well service units may include wages and expenses of operator.

B. Whenever requested, Operator shall inform Non-Operators in advance of the rates it proposes to charge.

C. Rates shall be revised and adjusted from time to time when found to be either excessive or insufficient.

V. DISPOSAL OF MATERIAL

The Operator may purchase, but shall be under no obligation to purchase, interest of Non-Operators in surplus Condition "A" or "B" Material. The disposition of surplus Controllable Material, not purchased by Operator, shall be subject to agreement between Operator and Non-Operators, provided Operator shall dispose of normal accumulations of junk and scrap Material either by transfer or sale from the Joint Property.

1. Material Purchased by the Operator or Non-Operators

Material purchased by either the Operator or Non-Operators shall be credited by the Operator to the Joint Account for the month in which the Material is removed by the purchaser.

2. Division in Kind

Division of Material in kind, if made between Operator and Non-Operators, shall be in proportion to the respective interests in such Material. The Parties will thereupon be charged individually with the value of the Material received or receivable. Proper credits shall be made by the Operator in the monthly statement of operations.

3. Sales to Outsiders

Sales to outsiders of Material from the Joint Property shall be credited by Operator to the Joint Account at the net amount collected by Operator from vendee. Any claim by vendee related to such sale shall be charged back to the Joint Account if and when paid by Operator.

VI. BASIS OF PRICING MATERIAL TRANSFERRED FROM JOINT ACCOUNT

Material purchased by either Operator or Non-Operators or divided in kind, unless otherwise agreed to between Operator and Non-Operators shall be priced on the following basis:

1. New Price Defined

New price as used in this Section VI shall be the price specified for New Material in Section IV.

2. New Material

New Material (Condition "A"), being new Material procured for the Joint Property but never used, at one hundred per cent (100%) of current new price (plus sales tax if any).

3. Good Used Material

Good used Material (Condition "B"), being used Material in sound and serviceable condition, suitable for reuse without reconditioning:

A. At seventy-five per cent (75%) of current new price if Material was charged to Joint Account as new, or

B. At sixty-five per cent (65%) of current new price if Material was originally charged to the Joint Account as secondhand at seventy-five percent (75%) of new price.

4. Other Used Material

Used Material (Condition "C"), at fifty per cent (50%) of current new price, being used Material which:

A. Is not in sound and serviceable condition but suitable for reuse after reconditioning, or

B. Is serviceable for original function but not suitable for reconditioning.

5. Bad-Order Material

Material (Condition "D"), no longer suitable for its original purpose without excessive repair cost but usable for some other purpose at a price comparable with that of items normally used for such other purpose.

6. Junk Material

Junk Material (Condition "E"), being obsolete and scrap Material, at prevailing prices.

7. Temporarily Used Material

When the use of Material is temporary and its service to the Joint Property does not justify the reduction in price as provided for in Paragraph 3 B of this Section VI, such Material shall be priced on a basis that will leave a net charge to the Joint Account consistent with the value of the service rendered.

VII. INVENTORIES

The Operator shall maintain detailed records of Material generally considered controllable by the Industry.

1. Periodic Inventories, Notice and Representation

At reasonable intervals, inventories shall be taken by Operator of the Joint Account Material, which shall include all such Material as is ordinarily considered controllable. Written notice of intention to take inventory shall be given by Operator at least thirty (30) days before any inventory is to begin so that Non-Operators may be represented when any inventory is taken. Failure of Non-Operators to be represented at an inventory shall bind Non-Operators to accept the inventory taken by Operator, who shall in that event furnish Non-Operators with a copy thereof.

2. Reconciliation and Adjustment of Inventories

Reconciliation of inventory with charges to the Joint Account shall be made, and a list of overages and shortages shall be jointly determined by Operator and Non-Operators. Inventory adjustments shall be made by Operator to the Joint Account for overages and shortages, but Operator shall be held accountable to Non-Operator only for shortages due to lack of reasonable diligence.

3. Special Inventories

Special inventories may be taken whenever there is any sale or change of interest in the Joint Property. It shall be the duty of the party selling to notify all other Parties as quickly as possible after the transfer of interest takes place. In such cases, both the seller and the purchaser shall be governed by such inventory.

EXHIBIT "D"

As to all operations hereunder Operator shall obtain and carry for the benefit and protection of the parties hereto insurance, if same is obtainable, as follows:

- A. Workmen's compensation insurance meeting the requirements of the State of New Mexico;
- B. Employer's Liability Insurance in an amount of \$100,000.00 for all damages from one or more claims arising from each accident;
- C. Comprehensive Automobile Public Liability and Property Damage Insurance on all motor vehicles used in connection with the operations conducted hereunder, with limits of \$50,000.00 for any one person injured or killed and \$100,000.00 maximum as a result of any one accident where more than one person is injured or killed, and property damage limits of \$25,000.00;
- D. Public Liability Insurance on all operations conducted hereunder with limits of \$100,000.00 for any one person injured or killed and \$300,000.00 maximum as a result of any one accident where more than one person is injured or killed. No public property damage coverage is included in this Section D.

The actual premiums paid for all insurance, except as provided in Section 26 of this agreement, shall be charged to the joint account of the parties hereto.

Any liability, loss, damage, claim or expense resulting from accidents or occurrences not covered by insurance of the character referred to above, or in excess of the insurance actually carried under the above provisions, shall be borne by the parties hereto in the proportions shown on page 2 of Exhibit "A". In event Operator is unable to procure and maintain any of the insurance enumerated above, Operator shall promptly give written notice thereof to the other parties and in such event resulting loss, damage, claim and expense shall be borne by the parties hereto in proportion to their respective interests in the Unit Area. Such notice shall also constitute a waiver of the requirement that Operator procure and maintain the insurance which is the subject of the notice.

Any party hereto may carry such additional insurance for its sole protection and benefit and at its own expense as any such party may desire.

EXHIBIT "B"

STIPULATION

STATE OF NEW MEXICO §
 : KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF LEA §

WHEREAS, The Pure Oil Company, hereinafter referred to as "Pure", Gulf Oil Corporation, hereinafter referred to as "Gulf", Phillips Petroleum Company, hereinafter referred to as "Phillips", Texaco Inc., hereinafter referred to as "Texaco", Shell Oil Company, hereinafter referred to as "Shell", Wilson Oil Company and Frances P. Bolton d.b.a. Wyoming Oil Company, entered into an Operating Agreement dated the 27th day of December, 1962, which provides, among other things, that as consideration for being carried free of cost to the flow line connection on the initial well provided for therein, Shell agrees to execute and deliver to Pure, Gulf, Phillips and Texaco a stipulation as evidence that Shell is holding in its name for Pure, Gulf, Phillips and Texaco an undivided one-half (1/2) interest in Shell's oil and gas lease, as follows:

New Mexico State Lease No. B-1167, dated September 6, 1932, from the State of New Mexico, lessor, to Shell Oil Corporation, lessee, covering the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of Section 12; and the East one-half (E/2) of the Northeast Quarter (NE/4) of Section 13; all in T-21-S, R-34-E, Lea County, New Mexico,

from the depth of 5200 feet down to and including the deepest formation evaluated by the initial test well.

WHEREAS, said initial well hereinabove referred to has been drilled as provided for in the aforesaid Operating Agreement.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid by Pure, Gulf, Phillips and Texaco to Shell, Shell hereby stipulates and agrees that it is holding in its name for Pure, Gulf, Phillips and Texaco an undivided one-half (1/2) of its right, title and interest in and to the above described oil and gas lease, from the depth of 5200 feet down to an including the deepest formation evaluated in the initial test well.

Shell further agrees that said undivided one-half (1/2) interest shall be held for Pure, Gulf, Phillips and Texaco in the following proportions:

- Pure.....25%
- Gulf.....22.5%
- Phillips.....15%
- Texaco.....37.5%.

IN WITNESS WHEREOF, Shell has executed this instrument this _____ day of _____, 196__.

SHELL OIL COMPANY
By _____
Attorney in Fact

* * *

(Acknowledgement to be attached to original executed instrument.)

EXHIBIT "F"

STIPULATION

STATE OF NEW MEXICO

COUNTY OF LEA

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, The Pure Oil Company, hereinafter referred to as "Pure", Gulf Oil Corporation, Phillips Petroleum Company, Texaco Inc., Shell Oil Company, Wilson Oil Company, hereinafter referred to as "Wilson", and Frances P. Bolton d.b.a. Wyoming Oil Company, hereinafter referred to as "Wyoming", entered into an Operating Agreement dated the 27th day of December, 1962, which provides, among other things, that as consideration for being carried free of cost to the flowline connection on the initial well provided for therein, Wilson and Wyoming agree to execute and deliver to Pure a stipulation as evidence that Wilson and Wyoming are holding in their names for Pure an undivided one-half (1/2) interest in Wilson and Wyoming's oil and gas leases, below the depth of 5200 feet, as follows:

1. New Mexico State Lease No. B-6807, dated December 10, 1936, from the State of New Mexico, lessor, to Francis C. Wilson, lessee, covering the South One-Half (S/2) of the Northwest Quarter (NW/4), the Southwest Quarter (SW/4), the West One-Half (W/2) of the Southeast Quarter (SE/4) and the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of Section 13, T-21-S, R-34-E, Lea County, New Mexico.
2. New Mexico State Lease No. B-8251, dated July 10, 1939, from the State of New Mexico, lessor, to Roy G. Barton, lessee, covering the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of Section 13, T-21-S, R-34-E, Lea County, New Mexico.
3. New Mexico State Lease No. B-9084, dated April 10, 1941, from the State of New Mexico, lessor, to Wilson Oil Company, lessee, covering the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of Section 14, T-21-S, R-34-E, Lea County, New Mexico.
4. New Mexico State Lease No. B-11610, dated November 10, 1944, from the State of New Mexico, lessor, to Wilson Oil Company, lessee, covering the South One-Half (S/2) of the Southeast Quarter (SE/4) of Section 14 and the North One-Half (N/2) of the Northeast Quarter (NE/4) of Section 23, T-21-S, R-34-E, Lea County, New Mexico.
5. New Mexico State Lease No. E-8488, dated September 21, 1954, from the State of New Mexico, lessor, to Wilson Oil Company, lessee, covering the Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) of Section 11, T-21-S, R-34-E, Lea County, New Mexico.

WHEREAS, said initial well hereinabove referred to has been drilled as provided for in the aforesaid Operating Agreement.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid by Pure, Wilson and Wyoming hereby stipulate and agree that they are holding in their names for Pure an undivided one-half (1/2) of their right, title and interest in and to the above described oil and gas leases, below the depth of 5200 feet.

IN WITNESS WHEREOF, Wilson and Wyoming have executed this instrument this _____ day of _____, 196__.

WILSON OIL COMPANY

By _____
President

FRANCES P. BOLTON
d.b.a WYOMING OIL COMPANY

By _____

(Acknowledgments to be attached to original executed instrument.)

EXHIBIT "F"

STIPULATION

STATE OF NEW MEXICO

COUNTY OF LEA

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, The Pure Oil Company, hereinafter referred to as "Pure", Pure Oil Corporation, Phillips Petroleum Company, Texaco Inc., Shell Oil Company, Wilson Oil Company, hereinafter referred to as "Wilson", and Frances P. Bolton d.b.a. Wyoming Oil Company, hereinafter referred to as "Wyoming", entered into an Operating Agreement dated the 27th day of December, 1962, which provides, among other things, that as consideration for being carried free of cost to the flowline connection on the initial well provided for therein, Wilson and Wyoming agree to execute and deliver to Pure a stipulation as evidence that Wilson and Wyoming are holding in their names for Pure an undivided one-half (1/2) interest in Wilson and Wyoming's oil and gas leases, below the depth of 5200 feet, as follows:

1. New Mexico State Lease No. B-6807, dated December 10, 1936, from the State of New Mexico, lessor, to Francis C. Wilson, lessee, covering the South One-Half (S/2) of the Northwest Quarter (NW/4), the Southwest Quarter (SW/4), the West One-Half (W/2) of the Southeast Quarter (SE/4) and the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of Section 13, T-21-S, R-34-E, Lea County, New Mexico.
2. New Mexico State Lease No. B-8251, dated July 10, 1939, from the State of New Mexico, lessor, to Roy G. Barton, lessee, covering the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of Section 13, T-21-S, R-34-E, Lea County, New Mexico.
3. New Mexico State Lease No. B-9084, dated April 10, 1941, from the State of New Mexico, lessor, to Wilson Oil Company, lessee, covering the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of Section 14, T-21-S, R-34-E, Lea County, New Mexico.
4. New Mexico State Lease No. B-11610, dated November 10, 1944, from the State of New Mexico, lessor, to Wilson Oil Company, lessee, covering the South One-Half (S/2) of the Southeast Quarter (SE/4) of Section 14 and the North One-Half (N/2) of the Northeast Quarter (NE/4) of Section 23, T-21-S, R-34-E, Lea County, New Mexico.
5. New Mexico State Lease No. E-8498, dated September 21, 1954, from the State of New Mexico, lessor, to Wilson Oil Company, lessee, covering the Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) of Section 11, T-21-S, R-34-E, Lea County, New Mexico.

WHEREAS, said initial well hereinabove referred to has been drilled as provided for in the aforesaid Operating Agreement.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid by Pure, Wilson and Wyoming hereby stipulate and agree that they are holding in their names for Pure an undivided one-half (1/2) of their right, title and interest in and to the above described oil and gas leases, below the depth of 5200 feet.

IN WITNESS WHEREOF, Wilson and Wyoming have executed this instrument this _____ day of _____, 196_____.

WILSON OIL COMPANY

By _____
President

FRANCES P. BOLTON
d.b.a WYOMING OIL COMPANY

By _____