

Testimony for

UNITIZATION HEARING

HOSPAH FIELD

McKINLEY COUNTY, NEW MEXICO

BEFORE EXAMINER NUTTER	
OIL CONSERVATION COMMISSION	
EXHIBIT NO. <u>1</u>	
CASE NO. <u>3131</u>	

Case No. 3131

Texstar Petroleum Company

October 28, 1964

By *G. M. Andreen*  
G. M. Andreen

Introduction

The Hospah Field is located principally in Section 36, Range 9 West, Township 18 North, and in Section 1, Range 9 West, Township 17 North, McKinley County, New Mexico. It is within the Navajo Reservation and lies approximately 40 miles north of the town of Prewett. The field is a mile east of the Continental Divide at an elevation of approximately 7,000 feet. Texstar Petroleum Company is the only operator in the field, and the entire productive area lies within the confines of State Leases Nos. 662 and B-1276 and Santa Fe Railroad Leases Nos. 7668 and 3487. The geographical location of the field and the location of all wells drilled in the area are shown on Exhibit "B" attached to the Unitization Agreements which are hereby entered in evidence at this hearing.

History

The Hospah Field is one of the oldest in the State of New Mexico and is perhaps the first truly commercial oil field in the northwestern part of the state. The area was first mapped in 1924, and in August of 1927 Hurst and Welsh completed their Santa Fe Hurst No. 1 Well as an oil producer at a depth of 1,560 feet in the Hospah Sand, a member of the Gallup Section of Cretaceous age. Three additional wells were drilled in 1927, two of which were productive and the other, drilled on the west side of the field, encountered water in the Hospah Sand. Because of a combination of low crude prices and inaccessibility, no additional development occurred until 1937 when the

property changed hands, and three additional oil wells were drilled. In 1939-1940 negotiations were concluded with the construction of a refinery at the town of Prewett and the installation of a pipeline from the field to the refinery. These facilities were built, and by the first part of 1947 a total of 49 wells had been drilled in the field. Three of the wells were completed as dry holes, and during the intervening years three additional wells have been abandoned and four temporarily abandoned. There are now 39 wells producing from the Hospah horizon.

Cumulative production from the Hospah Sand is approximately 4,500,000 barrels, and the 39 active wells are now producing 233 barrels of oil and 700 barrels of water per day. There has been a steady deterioration of the ability of the field to produce oil over the past years, and the current average productivity of 5.9 barrels of oil per day per well indicated the field is in a stripper stage and that the end of its economic life is fast approaching. Texstar, therefore, authorized the Engineering and Consulting Department of Core Laboratories, Inc., Dallas, Texas, to prepare an engineering evaluation of the secondary-recovery prospects of the Hospah Field. This study concluded that a successful waterflood of the Hospah horizon would increase recovery from this zone by 1,500,000 barrels of oil over and above that expected by continuation of the present production method.

During the drilling of the wells to the Hospah Sand saturation was noted in the Seven Lakes section at approximately 300 feet below the surface of the ground. Cores taken in this section indicated oil saturation and excellent sand characteristics; however, the oil was very viscous, and no attempt was ever made to establish the productivity of the zone. The Core Laboratories study indicated the Seven Lakes section contains in excess of 4,000,000 barrels of oil in place. It is thought that this section will prove amenable to one of the new methods of handling viscous crudes such as steam or pusher fluids and that a good possibility exists for obtaining 1,000,000 barrels of oil from this horizon through the application of one of these more exotic types of secondary-recovery processes.

The engineering study showed that peripheral injection around the edge of the productive area is the most efficient way to obtain maximum recovery from the Hospah horizon. It is also known that the development program for the Seven Lakes section for a so-called exotic flood should be designed to meet the requirements of the secondary-recovery method selected and of the sand development without regard to lease lines. The only way that these optimum secondary-recovery programs can be installed and the correlative rights of all parties in interest protected is through unitization. Texstar, therefore, prepared a Unitization Agreement that was circulated among the interest owners. The Agreement calls for the

the unitization of the four base leases covering the Hospah Field and the formation of a Hospah Sand Unit and of a Seven Lakes Sand Unit within the field Unit Area. Participation in each Sand Unit is based on productive acre-feet of the horizon underlying each tract. All of the fee ownership has been advised of our intentions and have approved the formula for participation, and the State Land Commission Office has given tentative approval.

Reference to Exhibit "A" in the Agreement will give the descriptions of the 1,436.77 acres of land covered by the four base leases making up the proposed Hospah Field Unit Area. This area is indicated on Exhibit "B" attached to the Unitization Agreement. Exhibits "C" and "D" of the Unitization Agreement are plats of the proposed 511.32-acre Hospah Sand Unit and of the 293.89-acre Seven Lakes Sand Unit. The terms of the Unitization Agreement provide for enlargement of the Sand Unit Area, should subsequent development warrant such action. Exhibits "E-1" and "E-2" of the Unitization Agreement are the individual tract factors for the Sand Units involved. These tract factors were determined by planimentering the gross sand isopach maps (Exhibits "C" and "D") of the Seven Lakes and Hospah horizons prepared by the Engineering and Consulting Department of Core Laboratories, Inc.

To insure maximum recovery, prevent waste, and protect the correlative rights of all parties, it is requested that

the Commission approve the Hospah Field Unit and the formation of a Seven Lakes Sand Unit and of a Hospah Sand Unit within the field Unit Area.

Permission to conduct secondary-recovery operation in the two horizons will be requested under Case No. 3132.

FOR THE DEVELOPMENT AND OPERATION

OF THE

HOSPAH UNIT AREA

COUNTY OF MCKINLEY

STATE OF NEW MEXICO

3/31

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After Recording Return To  
HINKLE, BONDURANT & CHRISTY  
BOX 10 — ROSWELL, N. M. 88201

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UNIT AGREEMENT  
FOR THE DEVELOPMENT AND OPERATION  
HOSPAH UNIT AREA  
MCKINLEY COUNTY, NEW MEXICO

THIS AGREEMENT entered into as of the first day of November,  
1964, by and between the parties subscribing, ratifying, or  
consenting hereto, and herein referred to as the "parties hereto,"

WITNESSETH:

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

WHEREAS, the Commissioner of Public Lands of the State of New  
Mexico is authorized by law (Volume 2, Chapter 7, Article II, New Mexico  
Statutes, 1953 Annotated) to consent to and approve the development or opera-  
tion of State lands under agreements made by lessees of State land jointly or  
severally with other lessees where such agreements provide for the unit  
operation or development of part of or all of any oil or gas pool, field or  
area; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico  
is authorized by an Act of the Legislature (Sec. 1, Chap. 162, Laws of 1951;  
Chap 7, Art. II, Sec 41, N. M. Stats. 1953 Annot:) to amend with the approval  
of lessee, evidenced by the lessee's execution of such agreement or otherwise,  
any oil and gas lease embracing State lands so that the length of the term of  
said lease may coincide with the term of such agreements for the unit opera-  
tion and development of part or all of any oil or gas pool, field or area; and

WHEREAS, the Oil Conservation Commission of the State of New Mexico  
is authorized by law (Volume 9, Part 2, Chapter 65, Article 3, New Mexico  
Statutes, 1953 Annotated) to approve this agreement and the conservation  
provisions hereof; and

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

WHEREAS, it is the purpose of the parties hereto to enable institution and consummation of secondary recovery operations, to conserve natural resources, prevent waste and secure other benefits obtainable through development and operation of the Hospah Unit subject to this agreement under the terms, conditions and limitations herein set forth.

NOW, THEREFORE, in consideration of the premises and the promises herein contained, the parties hereto commit to this agreement their respective interests in the "Unit Area" and the "Unitized Formation" lying thereunder (as those terms are defined hereinafter) and agree severally among themselves as follows:

1. ENABLING ACT AND REGULATIONS. The oil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations not inconsistent with the terms hereof or the laws of the State of New Mexico are hereby accepted and made a part of this Agreement.

2. DEFINITIONS. For the purpose of this agreement, the following terms and expressions as used herein shall mean:

(a) "Commission" means the Oil Conservation Commission of the State of New Mexico.

(b) "Commissioner" means the Commissioner of Public Lands of the State of New Mexico.

(c) "Royalty Interest" or "Royalty" means an interest other than a Working Interest in or right to receive a portion of the Unitized Substances or the proceeds thereof and includes the royalty interest reserved by the lessor by an oil and gas lease and any overriding royalty interest, oil payment interest, net profits contract, or any other payment or burden which does not carry with it the right to search for and produce Unitized Substances.

(d) "Royalty Owner" means the owner of a Royalty Interest.

(e) "Tract" means each parcel of land described as such and given a Tract number in Exhibit A.

(f) "Tract Participation" means the percentage of Unitized Substances allocated to a Tract under this agreement as shown in Exhibit B.

(g) "Unit Area" means the land shown on Exhibit B and described by Tracts in Exhibit A, containing 1,437.27 acres.

(h) "Unit Operating Agreement" means any agreement or agreements, whether one or more, entered into either separately or collectively by and between the Unit Operator and the Working Interest Owners, as provided in Section 9, ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT, and shall be styled "Unit Operating Agreement for the Development and Operation of the Hospah Unit Area, County of McKinley, State of New Mexico.

(i) "Unit Participation" means the sum of all Tract Participations or portions thereof which a party is entitled to receive. See Exhibits E-1, E-2 and E-3.

(j) "Unitized Formation" means the Seven Lakes and Hospah Gallup Formations, same being those heretofore established underground reservoirs encountered in the drilling by Petroleum Products Refining and Producing Co. of its Hurst No. 51 well at the depths of approximately 313 feet and 1,533 feet respectively below the Kelly bushing, which said well is located in the C of the NW/4 of NE/4 of Section 1, T-17-N, R-9-W, McKinley County, New Mexico.

(k) "Unitized Substances" means all oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid or liquefiable hydrocarbons within or produced from the Unitized Formation.

(l) "Voting Interest" means the right to search for, produce and acquire Unitized Substances whether held as an incident of ownership of mineral fee simple title, under an oil and gas lease, or otherwise.

(m) "Working Interest Owner" means any party hereto owning a Working Interest, including a carried working interest owner, holding an interest in Unitized Substances by virtue of a lease, operating agreement, fee title or otherwise, which interest is chargeable with and obligated to pay or bear, either in cash or out of production, or otherwise, all or a portion of the cost of drilling, developing and producing the Unitized Substances from the Unitized Formation and the operation thereof hereunder. The owner of oil and gas rights which are free of lease or other instrument conveying the Working Interest to another shall be regarded as a Working Interest Owner to the extent of seven-eighths (7/8) of his interest in Unitized Substances, and as a Royalty Owner with respect to his remaining one-eighth (1/8) interest therein.

3. EXHIBITS. Attached hereto as Exhibit B is a map showing to the extent known to Unit Operator, the Unit Area and the boundaries and identity of Tracts and leases in said Unit Area. Attached hereto as Exhibit A is a schedule showing to the extent known to Unit Operator the acreage comprising each Tract and the ownership of each interest owner in each Tract. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown in said map or schedule as being owned

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owned by such party. Attached hereto as Exhibits E-1 and E-2 are schedules showing in Part I thereof the Tract Participation of each Tract in the Unit Area and in Part II thereof the Unit Participation of each Working Interest Owner. Said schedules E-1 and E-2 shall become effective at 7:00 a. m. on the effective date of this agreement.

It is hereby agreed by all parties to this agreement that Unit Operator is empowered to correct any mathematical or clerical errors which may exist in the pertinent exhibits to this agreement; provided, however, that correction of any error other than correction of a mathematical or clerical error shall be made by Unit Operator only after first having obtained approval of Working Interest Owners and the Commissioner.

Exhibits A, B, C, D, E-1 and E-2 shall be revised by Unit Operator whenever changes render such revision necessary, and at least two copies of such revision shall be filed with the Commissioner.

4. EXPANSION OF UNIT AREA. The above described Unit Area may, when practicable, be expanded to include therein any additional tract or tracts regarded as reasonably necessary or advisable for the purposes of this agreement, whenever such expansion is necessary or advisable to conform with the purposes of this agreement. Tract Participations resulting from such expansion shall be on a negotiated basis and, after agreement between the affected parties has been reached, such expansion shall be effected in the following manner:

(a) Unit Operator, with concurrence of at least 80 per cent of the then Voting Interests and after preliminary concurrence, the Commissioner and the Commission, shall prepare a notice of proposed expansion describing the contemplated changes in the boundaries of the Unit Area, the reasons therefor, and the proposed effective date thereof, preferably the first day of a month subsequent to the date of notice.

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

(c) Upon expiration of the 30-day period provided in the preceding item (b) hereof, Unit Operator shall file with the Commissioner and the Commission evidence of mailing of the notice of expansion and a copy of any objections thereto which have been filed with the Unit Operator, together with an application in sufficient number for approval of such expansion and with appropriate joinders.

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

In any approved expansion of the Unit Area, the revised Tract Participations of those Tracts which were committed prior to each such expansion shall remain in the same ratio one to another.

5. UNITIZED LAND AND UNITIZED SUBSTANCES. All oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid and liquefiable hydrocarbons in the lands committed to this agreement are, as to the Seven Lakes and the Hospah Gallup Formations, unitized under the terms of this agreement (and are herein called Unitized Substances) and said lands shall constitute lands referred to herein as "unitized land" or "land subject to this agreement."

6. UNIT OPERATOR. Texstar Petroleum Company is hereby designated as the Unit Operator and by signature hereto as Unit Operator agrees and consents to accept the duties of Unit Operator for the development and production of Unitized Substances as herein provided. . Whenever reference is made herein to the "Unit Operator," such reference means the Unit Operator acting in that capacity and not as an owner of interest in Unitized Substances, and the term "Working Interest Owner" when used herein shall include or refer to Unit Operator as the owner of a Working Interest when such interest is owned by it.

7. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the right to resign at any time, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and terminate Unit Operator's rights as such for a period of 6 months after notice of intention to resign has been served by Unit Operator on all Working Interest Owners and the Commissioner and the Commission, and until all wells then drilled hereunder are placed in satisfactory condition for suspension or abandonment, whichever is required by the Commission as to State Lands, unless a new Unit Operator shall have been selected and approved and shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

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

The Unit Operator may, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by affirmative vote of at least 75 per cent of the Voting Interests. Such removal shall be effective upon notice thereof to the Commissioner.

In all such instances of resignation or removal, until a successor Unit Operator is selected and approved, as hereinafter provided, the Working Interest Owners shall be jointly responsible for the performance of the duties of Unit Operator and shall, not later than 30 days before such resignation or removal becomes effective, appoint a common agent to represent them in any action to be taken hereunder.

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

8. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall tender his or its resignation as Unit Operator, or shall be removed as hereinabove provided, the Working Interest Owners shall, by affirmative vote of at least 75 per cent of the Voting Interests, select a successor Unit Operator; provided, however, that should any Working Interest Owner own a Voting Interest of more than 25 per cent, the vote of said party shall not serve to disapprove the selection of a new Unit Operator approved by 80 per cent or more of the Voting Interests of the remaining Working Interest Owners and provided, further, that the Unit Operator shall not vote to succeed itself and its Voting Interest shall not be counted in a vote concerning its removal

as the Unit Operator. Such selection shall not become effective until

(a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and (b) the selection shall have been approved by the Commissioner. If no successor Unit Operator is selected and qualified as herein provided, the Commissioner may, at his election, declare this Unit Agreement terminated.

#### 9. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT.

All costs and expenses incurred by Unit Operator in conducting Unit operations hereunder shall be apportioned among, borne and paid by the Working Interest Owners, all in accordance with this agreement and the Unit Operating Agreement. The Unit Operating Agreement shall also provide the manner in which the Working Interest Owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases, or other independent contracts and such other rights and obligations as between Unit Operator and the Working Interest Owners as they may agree upon. However, the Unit Operating Agreement shall not be deemed either to modify the terms and conditions of this Unit Agreement or to relieve the Unit Operator of any right or obligation established under this Unit Agreement; in case of any inconsistency or conflict between the Unit Agreement and the Unit Operating Agreement, this agreement shall prevail. One true copy of any Unit Operating Agreement shall be filed with the Commissioner.

#### 10. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR.

Except as otherwise specifically provided herein, the exclusive right, privilege, and duty of exercising any and all rights of the parties hereto (including surface rights) which are necessary or convenient for the prospecting for, producing, storing, allocating, and distributing the Unitized Substances, are hereby granted and delegated to and shall be exercised by the Unit Operator as herein provided. Upon request therefor, acceptable evidence of title to said rights shall be deposited with said Unit Operator and, together with this agreement, shall constitute and define the rights, privileges, and obligations of Unit Operator.

Nothing herein, however, shall be construed to transfer title to any land, lease, Royalty Interest, operating agreement or communitization agreement, it being understood that under this agreement the Unit Operator, in its capacity as Unit Operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein specified.

11. PLAN OF FURTHER DEVELOPMENT AND OPERATION. Within 6 months after the effective date of this agreement the Unit Operator will begin creating and installing the wells and equipment necessary to the proposed peripheral waterflood of the Hospah Gallup sand. Within 2 years after the effective date of this agreement the Unit Operator will undertake a program to acquire specific information necessary to the proper design and installation of fluid injection into the Seven Lakes Sand. Once started, each project will be pursued to completion with such diligence as is consistent with engineering feasibility and prudent operations.

12. PARTICIPATION. Exhibits E-1 and E-2 show the percentages of participation to which each Tract shall be entitled if all Tracts within the Unit Area are committed as of the effective date of this agreement (the qualifications necessary for inclusion of a Tract being set forth in Section 13 hereof). If less than all Tracts within the Unit Area are committed as of the effective date of this agreement, Unit Operator, with approval of the Working Interest Owners, as soon as practicable after the effective date of this agreement, shall file with the Commissioner and the Commission schedules of committed Tracts as of said effective date, which said schedules shall be designated "Revised Exhibit E-1" and "Revised Exhibit E-2" and considered for all purposes as a part of this agreement. Such revised Exhibits E-1 and E-2 shall set forth opposite each such committed Tract the revised Tract Participation therefor (which shall be calculated by using the same Tract factors and formula which were used to arrive at the Tract Participation of each Tract as set out in Exhibits E-1 and E-2 attached hereto, but applying the same only to the committed Tracts). Such revised Exhibits E-1 and E-2,

unless disapproved by the Commissioner and the Commission within 30 days after filing, shall supersede, effective as of the effective date hereof, the Tract Participations set forth in Exhibits E-1 and E-2 attached hereto until a further revision or revisions thereof is approved by the Commissioner and the Commission. The Tract Participations shown on Exhibits E-1 and E-2 attached hereto, or as may be shown on the revised Exhibits E-1 and E-2 as above provided, shall govern the allocation of Unitized Substances on and after the effective date of this Unit Agreement as set forth in Section 3 hereof, and until the allocation schedule is revised pursuant to this agreement and the revised Tract Participations are approved by the Commissioner and the Commission.

13. TRACTS QUALIFIED FOR PARTICIPATION. From the effective date hereof, the Tracts which shall be entitled to participation shall be those Tracts which are described in Exhibit A and which, at any time, are qualified as follows:

(a) Each Tract as to which Working Interest Owners owning 100 per cent of the Working Interest therein have become parties hereto and as to which Royalty Owners owning 75 per cent or more of the Royalty Interest therein have become parties hereto.

(b) Each Tract as to which Working Interest Owners owning 100 per cent of the Working Interest therein have become parties hereto and as to which Royalty Owners owning less than 75 per cent of the Royalty Interest therein have become parties hereto and, further, as to which:

(i) All Working Interest Owners in any such Tract have joined in a request for the qualification of such Tract, and

(ii) 80 per cent of the combined voting interests of Working Interest Owners in all Tracts meeting the requirements of paragraph (a) hereof have voted in favor of qualifying such Tract.

For the purpose of this paragraph (b), a Working Interest Owner's "voting interest" shall be equal to the ratio (expressed in per cent) which its aggregate Phase I Unit Participation in all Tracts qualifying under paragraph (a) bears to the total Phase I Unit Participation, as shown on Exhibits E-1 and E-2 of all Working Interest Owners in all Tracts qualifying under paragraph (a).

(c) Each Tract as to which Working Interest Owners owning less than 100 per cent of the Working Interest therein have become parties hereto, regardless of the percentage of Royalty Interest therein which is committed hereto and, further, as to which:

(i) The Working Interest Owner operating any such Tract and all of the other Working Interest Owners in such Tract who have become parties hereto have joined in a request for qualification of such Tract and have executed and delivered an indemnity agreement indemnifying and agreeing to hold harmless the other Working Interest Owners, their successors and assigns, against all claims and demands which may be made by the owners of Working Interests in such Tract who are not parties hereto and which arise out of the qualification of such Tract; and

(ii) 80 per cent of the combined voting interest of Working Interest Owners in all Tracts meeting the requirements of paragraphs (a) and (b) have voted in favor of the qualification of such Tract and acceptance of the indemnity agreement.

For the purpose of this paragraph (c), a Working Interest Owner's "voting interest" shall be equal to the ratio (expressed in per cent) which its aggregate Phase I Unit Participation in all Tracts qualifying under paragraphs (a) and (b) bears to the total Phase I Unit Participation, as shown on Exhibits E-1 and E-2 of all Working Interest Owners in all Tracts qualifying under paragraphs (a) and (b). Upon the qualification of such a Tract, the Unit Participation which would have been attributed to the nonsubscribing owners of the Working Interest in such Tract, had they become parties to this agreement and the Unit Operating Agreement, shall be attributed to the Working Interest Owners in such Tract who have become parties to such agreements, in proportion to their respective Working Interests in the Tract.

14. ALLOCATION OF UNITIZED SUBSTANCES. All Unitized Substances produced and saved (less, save and except any part of such Unitized Substances used in conformity with good operating practices on unitized land for drilling, operating, camp and other production or development purposes and for pressure maintenance) shall be apportioned among and allocated to the committed Tracts in accordance with the respective Tract Participations effective hereunder during the respective periods such Unitized Substances were produced, as set forth in the schedule of participation in Exhibits E-1 and E-2. The amount of Unitized Substances so allocated to each committed Tract, and only that amount (regardless of whether it be more or less than the amount of the actual production of Unitized Substances from the well or wells, if any, on such Tract), shall, for all intents, uses and purposes, be deemed to have been produced from such Tract.

The Unitized Substances allocated to each such Tract shall be distributed among, or accounted for to, the parties executing, consenting to or ratifying

this agreement entitled to share in the production from such Tract in the same manner, in the same proportions, and upon the same conditions, as they would have participated and shared in the production from such Tract, or in the proceeds thereof, had this agreement not been entered into, and with the same legal force and effect. It is hereby agreed that production of Unitized Substances from any such committed Tract shall be allocated as provided herein regardless of whether oil or gas is being produced from any particular Tract committed hereto. If the Working Interests or the Royalty Interests in any Tract are divided with respect to separate parcels or portions of such Tract and owned severally by different persons, the Tract Participation of such Tract shall, in the absence of a recordable instrument among all owners fixing the division of ownership, be divided among all owners fixing the division of ownership, be divided among such parcels or portions in proportion to the number of surface acres in each.

15. BALANCING OF PRODUCTION. Unit Operator shall make a proper and timely gauge of all lease and other tanks located on each committed Tract in order to ascertain the amount of merchantable oil in such tanks, above the pipe line connections, as of 7:00 a. m. on the effective date hereof. All Unitized Substances which are a part of the prior allowable of the well or wells from which the same were produced shall be and remain the property of the Working Interest Owners entitled thereto as if the Unit had not been formed and such Working Interest Owners shall promptly remove same. Any such Unitized Substances not so removed may be sold by the Unit Operator for the account of such Working Interest Owners, subject to the payment of all royalty to Royalty Owners under the terms and provisions of the applicable lease or leases and other contracts. All such Unitized Substances which are in excess of the prior allowable of the well or wells from which the same were produced shall be regarded and treated the same as Unitized Substances produced after the effective date hereof. If, as of the effective date hereof, any Tract is over-produced with respect to the allowable of the well or wells on that Tract and the amount of such over-production has been sold or otherwise disposed of,

such over-production shall be regarded and included as a part of the Unitized Substances produced after the effective date hereof and the amount thereof charged to such Tract as having been delivered to the persons entitled to Unitized Substances allocated to such Tract.

16. ROYALTY SETTLEMENT. The State of New Mexico and all Royalty Owners who, under existing contracts, are entitled to take in kind a share of the Unitized Substances produced from any committed Tract, shall hereafter be entitled to take in kind their share of the Unitized Substances allocated to such Tract, and Unit Operator shall make deliveries of such Royalty share taken in kind in conformity with the applicable contracts, laws and regulations. Settlement for Royalty Interests not taken in kind shall be made by Working Interest Owners responsible therefor under existing contracts, laws and regulations, on or before the last day of each month for Unitized Substances produced during the preceding calendar month; provided, however, that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any royalties due under their leases except that said royalties shall be computed in accordance with the terms of this agreement.

If gas obtained from lands not subject to this agreement is introduced into the Unitized Formation for use in pressure maintenance, stimulation of production, or increasing ultimate recovery, which shall be in conformity with a plan first approved by the Commissioner and the Commission, a like amount of gas, less appropriate deductions for loss from any cause, may be withdrawn from the formation into which the gas was introduced, royalty free as to dry gas, but not as to the products extracted therefrom; provided that such withdrawal shall be pursuant to such conditions and formulae as may be prescribed or approved by the Commissioner; provided further, that such right of withdrawal shall terminate on the termination of this agreement. If liquefied petroleum gases obtained from lands or formations not subject to this agreement be injected into the Unitized Formation for the purpose of increasing

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ultimate recovery, which shall be in conformance with a plan first approved by the Commissioner, part or all of such liquefied petroleum gases may be withdrawn royalty free pursuant to such conditions and formulae as may be prescribed or approved by the Commissioner.

Royalty due on account of State lands shall be computed and paid on the basis of all Unitized Substances allocated to such lands.

17. RENTAL SETTLEMENT. Rentals on State of New Mexico lands subject to this agreement shall be paid at the rate specified in the respective leases, or may be reduced or suspended under order of the Commissioner pursuant to applicable laws and regulations.

18. CONSERVATION. Operations hereunder and production of Unitized Substances shall be conducted so as to provide for the most economical and efficient recovery of such substances to prevent waste as defined by State laws or regulations.

19. DRAINAGE. Unit Operator shall take appropriate and adequate measures to prevent drainage of Unitized Substances from the committed Tracts by wells on land not subject to this agreement, or, with consent of the Commissioner and pursuant to applicable regulations, pay a fair and reasonable compensatory royalty as determined by the Commissioner.

20. LEASES AND CONTRACTS CONFORMED AND EXTENDED. The terms, conditions and provisions of all leases, subleases, and other contracts relating to exploration, drilling, development, or operation for oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid or liquefiable hydrocarbons in the under lands committed to this agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect; and the parties hereto hereby consent that the Commissioner as to State leases shall by his approval hereof, or by the approval hereof by his duly authorized representative, does hereby establish, alter, change or revoke the drilling, producing, rental, minimum royalty and

royalty requirements of State leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this agreement, and without limiting the generality of the foregoing, all leases, subleases, and contracts are particularly modified in accordance with the following:

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

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

(c) Suspension of drilling or producing operations on all unitized lands pursuant to direction or consent of the Commissioner shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every Tract of unitized land.

(d) Each lease, sublease, or contract relating to the exploration, drilling, development or operation for oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid or liquefiable hydrocarbons in and under lands, other than those of the United States, in lands committed to this agreement, which by its terms might expire prior to the termination of this agreement, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of this agreement, as to the land committed so long as such lease remains subject hereto.

(e) Any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto shall be segregated as to the portion committed and as to the portion not committed and the terms of such lease shall apply separately as to such segregated portions commencing as of the effective date hereof. Notwithstanding any of the provisions of this agreement to the contrary, any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease, if Unitized Substances are discovered and are capable of being produced in paying quantities from some part of the lands embraced in such lease committed to this agreement at the expiration of the secondary term of such lease; or if, at the expiration of the secondary term, the lessee or the Unit Operator is then engaged in bona fide drilling or reworking operations on some part of the lands embraced therein, any such lease shall remain in full force and effect so long as such operations are being diligently prosecuted, and if they result in the production of Unitized Substances, said lease shall continue in full force and effect as to all of the lands embraced therein, so long thereafter as Unitized Substances are produced in paying quantities from any portion of said lands.

21. COVENANTS RUN WITH LAND. The covenants herein shall be construed to be covenants running with the land with respect to the interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in interest. No assignment or transfer of any Working Interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, photostatic or certified copy of the instrument of transfer; and no assignment or transfer of any Royalty Interest shall be binding upon the Working Interest Owner responsible therefor until the first day of the calendar month after said Working Interest Owner is furnished with the original, photostatic or certified copy of the instrument of transfer.

22. EFFECTIVE DATE AND TERM: This agreement shall become binding upon each party who executes or ratifies it as of the date of execution or ratification by such party and shall become effective as of 7:00 o'clock a.m. of the first day of the calendar month next following the approval by the Commissioner.

There must be an execution or ratification of this agreement and the Unit Operating Agreement by Working Interest Owners owning a combined Secondary Phase Unit Participation of at least 80 per cent, and the execution or ratification of the agreement by Royalty Owners owning a combined interest of at least 65 per cent of the Royalty Interest, in said Unit Area.

There must be filed at least one counterpart of this agreement for record in the office of the County Clerk of McKinley County, New Mexico, by the Unit Operator.

Unit Operator shall, within thirty (30) days after the effective date of this agreement, file for record in the office where a counterpart of this agreement is recorded, a certificate to the effect that this agreement became effective according to its terms and stating further the effective date.

The term of this agreement shall be for and during the time that Unitized Substances are produced in paying quantities from the Unit Area and so long thereafter as drilling, reworking or other operations (including secondary recovery operations) are prosecuted thereon without cessation of more than ninety (90) consecutive days, unless sooner terminated by Working Interest Owners in the manner hereinafter provided.

This agreement may be terminated with the approval of the Land Commissioner and the Working Interest Owners owning 75 per cent Unit Participation whenever such Working Interest Owners determine that Unit operations are no longer profitable, feasible or in the interest of conservation. Notice of any such termination shall be given by Unit Operator to all parties hereto.

Upon termination of this agreement, the further development and operation of the Unit Area as a Unit shall be abandoned, Unit operations shall cease, and thereafter the parties hereto shall be governed by the terms and provisions of the leases and contracts affecting the separate tracts just as if this agreement had never been entered into.

If not otherwise covered by the leases unitized under this agreement, Royalty Owners hereby grant Working Interest Owners a period of six months after termination of this agreement in which to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with Unit operations.

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

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

25. NO WAIVER OF CERTAIN RIGHTS. Nothing in this agreement contained shall be construed as a waiver by and party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State of New Mexico, or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive.

26. UNAVOIDABLE DELAY. All obligations under this agreement requiring the Unit Operator to commence or continue drilling or to operate on or to produce Unitized Substances from any of the lands subject to this agreement shall be suspended while, but only so long as, the Unit Operator, despite the exercise of due care and diligence, is prevented from complying with such obligations, in whole or in part, by strikes, acts of God, Federal, State, or municipal law or agencies, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary materials in open market, or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not.

27. LOSS OF TITLE. If any Tract of unitized land ceases to have sufficient Working Interest or Royalty Interest committed to this agreement to meet the conditions of Section 13 because of failure of title to any party hereto, such Tract shall be regarded as not committed hereto as of 7:00 a. m. on the first day of the calendar month in which such failure of title is finally determined; provided, however, that no such Tract shall be so regarded if

same can be requalified under said Section 13 within ninety (90) days after the date on which such title failure was finally determined. If any such Tract cannot be so requalified, Unit Operator shall recompute the Tract Participation of each Tract of unitized land remaining subject to this agreement so that such Tract Participations shall remain in the same ratio one to another. Thereafter, Unit Operator shall revise Exhibits E-1, E-2 and E-3 conformably with such recomputation. Each such revised exhibit shall be effective at 7:00 a. m. on the first day of the calendar month in which such failure of title is finally determined.

If title to a Working Interest fails, the rights and obligations of Working Interest Owners by reason of such failure shall be governed by the Unit Operating Agreement. If title to a Royalty Interest fails, but the Tract to which it relates remains committed to this agreement, the Royalty Owner whose title failed shall not be entitled to participate hereunder insofar as its participation is based on such lost Royalty Interest.

In the event of a dispute as to the title to any Working or Royalty Interest, or other interest subject hereto, payment or delivery on account thereof may be withheld without liability or interest until the dispute is finally settled; provided, that as to State land or leases, no payments of funds due the State of New Mexico shall be withheld, such funds of the State shall be deposited as directed by the Commissioner, all to be held as unearned money pending final settlement of the title dispute and then applied as earned or returned in accordance with such final settlement.

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

28. NONJOINDER AND SUBSEQUENT JOINDER. Any oil or gas interest within the Unit Area not committed hereto prior to the effective date of this agreement may thereafter be committed, upon compliance with the applicable provisions of this Section 30 and of Section 13 (TRACTS QUALIFIED FOR PARTICIPATION) by the owner or owners thereof subscribing or consenting

to this agreement; and, if such uncommitted interest is a working interest, by the owner of such interest also subscribing to the Unit Operating Agreement.

Such right of joinder subsequent to the effective date hereof shall be subject to such requirements or approvals and shall be upon such terms and conditions as may be agreed to by at least 65 per cent of the then Voting Interests of the Working Interest Owners, and approval by the Commissioner, with appropriate revisions of Exhibits E-1 and E-2, effective as of 7:00 a.m. on the first day of the calendar month next following such agreement by the Working Interest Owners.

After final approval of this agreement, joinder by a non-working interest owner must be consented to in writing by the Working Interest Owners committed hereto and responsible for the payment of any benefits which may accrue hereunder in behalf of such non-working interest.

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

30. TAXES. The Working Interest Owners shall render and pay for their account and the account of the Royalty Owners all valid taxes on or measured by the Unitized Substances in and under or that may be produced, gathered and sold from the land subject to this agreement after the effective date of this agreement, or upon the proceeds or net proceeds derived therefrom. The Working Interest Owners in each Tract may charge the proper proportion of said taxes to the Royalty Owners having interests in said Tract, and may currently retain and deduct sufficient of the Unitized Substances or derivative products, or net proceeds thereof, from the allocated share of each Royalty Owner to secure reimbursement for the taxes so paid. No such taxes

shall be charged to the State of New Mexico or to any lessor who has a contract with his lessee which requires the lessee to pay such taxes.

In order to avoid title failures which might incidentally cause the title to a Working Interest or Royalty Interest to fail, the owners of (1) the surface rights to each committed Tract, (2) severed mineral or royalty interest in said Tracts and improvements located on said Tracts not utilized for Unit Operations shall individually be responsible for the rendition and assessment, for ad valorem tax purposes, of all such property, and for the payment of such taxes, except as otherwise provided in any contract or agreement between such owners and a Working Interest Owner or Owners. If any ad valorem taxes are not paid by such owner responsible therefor when due, Unit Operator may, at any time prior to tax sale, pay the same, redeem such property and discharge such tax liens as may arise through nonpayment. In the event Unit Operator makes any such payment or redeems any such property from tax sale, Unit Operator shall be reimbursed therefor by the Working Interest Owners in proportion to their respective Unit Participations then in effect, and Unit Operator shall withhold from any proceeds derived from the sale of Unitized Substances otherwise due to said delinquent taxpayer or taxpayers an amount sufficient to defray the costs of such payment or redemption, such withholding to be distributed among the Working Interest Owners in proportion to their respective contributions toward such payment or redemption. Such withholding shall be without prejudice to any other remedy, either at law or in equity, which may be available for exercise by the Unit Operator or by the Working Interest Owners.

31. CONFLICT OF SUPERVISION. Neither the Unit Operator nor the Working Interest Owners or any of them shall be subject to any forfeiture, termination, or expiration of any rights hereunder or under any leases or contracts subject hereto, or to any penalty or liability on account of delay or failure in whole or in part to comply with any applicable provisions thereof to the extent that the said Unit Operator, Working Interest Owners, or any of them are hindered, delayed or prevented from complying therewith by reason

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of the failure of the Unit Operator to obtain, in the exercise of due diligence, the concurrence of proper representatives of the State of New Mexico in and about any matters or things concerning which it is required herein that such concurrence be obtained. The parties hereto, including the Commission, agree that all powers and authority vested in the Commission in and by any provisions of this contract are vested in the Commission and shall be exercised by it pursuant to the provisions of the laws of the State of New Mexico and subject, in any case, to appeal or judicial review as may now or hereafter be provided by the laws of the State of New Mexico.

32. NO PARTNERSHIP. It is expressly agreed that the relation of the parties hereto is that of independent contractors and nothing in this agreement contained, express or implied, or any operations conducted hereunder, shall create or be deemed to have created a partnership or association between the parties hereto or any of them.

33. OIL RESERVATION AGREEMENT. Notwithstanding any other provisions of this agreement to the contrary, each Working Interest Owner reserves unto itself and expressly excepts from the provisions and effect of this agreement, the oil payment or oil payments applicable to the Unitized Substances specified for such Working Interest Owner in the Oil Reservation Agreement executed by the Working Interest Owners concurrently herewith, subject, however, to the provisions and terms of said Oil Reservation Agreement. It is further understood and agreed, however, that the rights and interests of Royalty Owners, as set out herein, shall in no manner be affected or altered by such reservations and exception by Working Interest Owners or by the provisions and terms of said Oil Reservation Agreement.

34. BORDER AGREEMENTS. Subject to the approval of the Commissioner, the Unit Operator, with concurrence of 85 per cent of the then Voting Interests of the Working Interest Owners, may enter into a border-protection agreement or agreements with the working interest owners of lands adjacent to the committed Tracts with respect to the operations in the border are for the maximum ultimate recovery, conservation purposes and proper protection of the parties in interest.

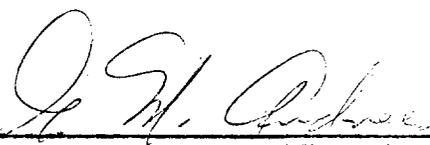
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date first above written and have set opposite their respective names the date of execution and the address of each of the respective executing parties.

UNIT OPERATOR AND WORKING  
INTEREST OWNER

TEXSTAR PETROLEUM COMPANY

ATTEST:

  
\_\_\_\_\_  
Secretary

By   
\_\_\_\_\_  
G. M. Andreen, Vice-President

Date of Signature:

November 1, 1964

IN WITNESS WHEREOF, the parties hereto have caused this agree-  
BOOK 50 PAGE 187

ment to be executed as of the date first above written and have set  
opposite their respective names the date of execution and the address  
of each of the respective executing parties.

UNIT OPERATOR AND WORKING  
INTEREST OWNER

TEXSTAR PETROLEUM COMPANY

ATTEST:

*M. J. Mahoney*  
Secretary

By *G. M. Andreen*  
G. M. Andreen, Vice-President

Date of Signature:

November 2, 1964

SANTA FE PACIFIC RAILROAD COMPANY

ATTEST:

*R. C. Schmidt*  
Assistant Secretary

By *J. H. Stephens*  
President

Date of Signature:

December 3, 1964

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date first above written and have set opposite their respective names the date of execution and the address of each of the respective executing parties.

UNIT OPERATOR AND WORKING INTEREST OWNER

TEXSTAR PETROLEUM COMPANY

ATTEST:

*M. J. Mathey*  
Secretary

By *G. M. Andreen*  
G. M. Andreen, Vice-President

Date of Signature:

November 2, 1964

Mrs. Ann Espe Dietz  
7017 Edith Boulevard, N. E.  
Albuquerque, New Mexico

Signature:

*Mrs. Ann Espe Dietz*

Date of Signature:

11/17/64

IN WITNESS WHEREOF, the parties hereto have caused this agree-  
ment to be executed as of the date first above written and have set  
opposite their respective names the date of execution and the address  
of each of the respective executing parties.

UNIT OPERATOR AND WORKING  
INTEREST OWNER

TEXSTAR PETROLEUM COMPANY

ATTEST:

*M. J. Watson*  
Secretary

By *G. M. Andreen*  
G. M. Andreen, Vice-President

Date of Signature:

November 2, 1964

Regina G. Hancock  
4747 Forman Avenue  
North Hollywood, California

Signature:

*Regina G. Hancock*

Date of Signature:

Nov-16, 1964

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date first above written and have set opposite their respective names the date of execution and the address of each of the respective executing parties.

UNIT OPERATOR AND WORKING INTEREST OWNER

TEXSTAR PETROLEUM COMPANY

ATTEST:



[Signature]  
Secretary

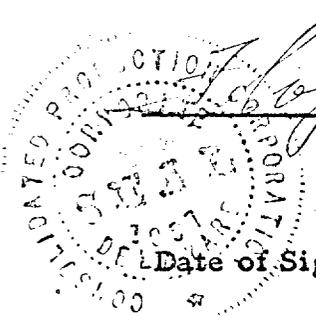
By [Signature]  
G. M. Andreen, Vice-President

Date of Signature:

November 2, 1964

CONSOLIDATED PRODUCTION CORPORATION

ATTEST:



[Signature]

By [Signature]

Date of Signature:

November 16, 1964

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date first above written and have set opposite their respective names the date of execution and the address of each of the respective executing parties.

UNIT OPERATOR AND WORKING INTEREST OWNER

TEXSTAR PETROLEUM COMPANY

ATTEST:



*M. J. Wilson*  
Secretary

By *G. M. Andreen*  
G. M. Andreen, Vice-President

Date of Signature:

November 2, 1964

*Margaret McRae Chapman*  
Margaret McRae Chapman

Date of Signature:  
Nov. 17, 1964

*R. B. Hay Chapman*  
R. B. Hay Chapman

Date of Signature:  
Nov. 17, 1964

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date first above written and have set opposite their respective names the date of execution and the address of each of the respective executing parties.

UNIT OPERATOR AND WORKING INTEREST OWNER

TEXSTAR PETROLEUM COMPANY



ATTEST:  
[Signature]  
Secretary

By [Signature]  
G. M. Andreen, Vice-President

Date of Signature:

November 2, 1964

Renee O'Donohue  
60 Lane Place  
Atherton, California

Signature:

[Signature]

Date of Signature:

Nov. 17 - 1964

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date first above written and have set opposite their respective names the date of execution and the address of each of the respective executing parties.

UNIT OPERATOR AND WORKING INTEREST OWNER

TEXSTAR PETROLEUM COMPANY

ATTEST:



M. J. Matney  
Secretary

By G. M. Andreen  
G. M. Andreen, Vice-President

Date of Signature:

November 2, 1964

Mrs. Lolita L. Osborne  
360 Olive Tree Lane  
Sierra Madre, California

Mrs. Lolita L. Osborne  
Signature

Nov. 20, 1964  
Date of Signature

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date first above written and have set opposite their respective names the date of execution and the address of each of the respective executing parties.

UNIT OPERATOR AND WORKING INTEREST OWNER

TEXSTAR PETROLEUM COMPANY



B. J. Watson  
Secretary

By G. M. Andreen  
G. M. Andreen, Vice-President

Date of Signature:

November 2, 1964

Gordon Willard  
1218 Fifteenth Avenue, W.  
Vancouver, B.C., Canada

Signature: Gordon Willard

Date of Signature:

November 2, 1964

IN WITNESS WHEREOF, the parties hereto have caused this agree-  
ment to be executed as of the date first above written and have set  
opposite their respective names the date of execution and the address  
of each of the respective executing parties.

UNIT OPERATOR AND WORKING  
INTEREST OWNER

TEXSTAR PETROLEUM COMPANY

ATTEST:



[Signature]  
Secretary

By

[Signature]  
G. M. Andreen, Vice-President

Date of Signature:

November 2, 1964

Date of Signature:

November 20, 1964

[Signature]  
Trustee for the Estate of Robert  
B. Moran, deceased.

Date of Signature:

November 20, 1964

[Signature]  
Edna V. Moran

(Personal Acknowledgment)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me \_\_\_\_\_, to me known to be the person who executed the foregoing instrument as Mineral Owner, and acknowledged that he executed the same as \_\_\_\_\_ free act and deed.

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

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_.

(Acknowledgment by Attorney in Fact)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me \_\_\_\_\_ to me known to be the person who executed the foregoing instrument in behalf of \_\_\_\_\_ and acknowledged that he executed the same as the free act and deed of said \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_.

BOOK 50 PAGE 196

(Acknowledgment by Corporation)

STATE OF Texas

COUNTY OF Bexar

On this the 2nd day of November, 1964, personally appeared G. M. Andreen to me personally known, who being by me duly sworn did say that he is the Vice-President of Texstar Petroleum Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said G. M. Andreen acknowledges said instrument to be the free act and deed of said corporation.

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

Helen R. Thomas  
Notary Public

My Commission Expires 6/1/65.

HELEN R. THOMAS  
Notary Public, Bexar County, Texas

(Acknowledgment by Corporation)

BOOK 50 PAGE 197

STATE OF Texas  
COUNTY OF Bexar

On this the 2nd day of November, 19 64, personally appeared G. M. Andreen to me personally known, who being by me duly sworn did say that he is the Vice-President of Texstar Petroleum Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said G. M. Andreen acknowledges said instrument to be the free act and deed of said corporation.

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

Helen R. Thomas  
Notary Public

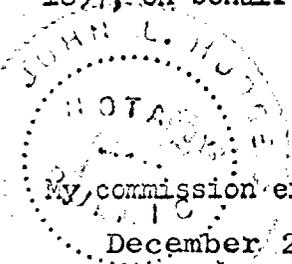
HELEN R. THOMAS  
Notary Public, Bexar County, Texas

My Commission Expires 6/1/65.

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

The foregoing instrument was acknowledged before me this 3rd day of December, 19 64, by J. L. Stephens, \_\_\_\_\_ President of the SANTA FE PACIFIC RAILROAD COMPANY, a corporation organized and existing under and by virtue of an Act of Congress approved March 3, 1897, on behalf of said corporation.

John L. Hodges  
Notary Public



My commission expires:  
December 20, 1964

STATE OF New Mexico †

COUNTY OF Bernalillo †

On this the 12th day of Nov, 1964, personally appeared before me Martha Ann Mayfield, to me known to be the person who executed the foregoing instrument as Mineral Owner, and acknowledged that s he executed the same as her free act and deed.

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



Martha Ann Mayfield  
Notary Public

(Acknowledgment by Attorney in Fact)

STATE OF \_\_\_\_\_ †

COUNTY OF \_\_\_\_\_ †

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me \_\_\_\_\_ to me known to be the person who executed the foregoing instrument in behalf of \_\_\_\_\_ and acknowledged that \_\_\_\_\_ he executed the same as the free act and deed of said \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_.

(Acknowledgment by Corporation)

STATE OF Texas †

COUNTY OF Bexar †

On this the 2nd day of November, 1964, personally appeared G. M. Andreen to me personally known, who being by me duly sworn did say that he is the Vice-President of Texstar Petroleum Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said G. M. Andreen acknowledges said instrument to be the free act and deed of said corporation.

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

Helen R. Thomas  
Notary Public

HELEN R. THOMAS

Notary Public, Bexar County, Texas

My Commission Expires 6/1/65.

(Personal Acknowledgment)

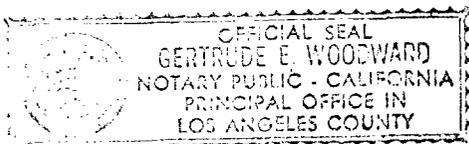
BOOK 50 PAGE 199

STATE OF California ↓

COUNTY OF Los Angeles ↓

On this the 16 day of November, 1964, personally appeared before me Regina G. Hancock, to me known to be the person who executed the foregoing instrument as Mineral Owner, and acknowledged that he executed the same as his free act and deed.

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



Gertrude E. Woodward  
Notary Public

GERTRUDE E. WOODWARD

My Commission Expires April 21, 1967

(Acknowledgment by Attorney in Fact)

STATE OF \_\_\_\_\_ ↓

COUNTY OF \_\_\_\_\_ ↓

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me \_\_\_\_\_ to me known to be the person who executed the foregoing instrument in behalf of \_\_\_\_\_ and acknowledged that \_\_\_\_\_ he executed the same as the free act and deed of said \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_.

(Acknowledgment by Corporation)

STATE OF Texas ↓

COUNTY OF Bexar ↓

On this the 2nd day of November, 1964, personally appeared G. M. Andreen to me personally known, who being by me duly sworn did say that he is the Vice-President of Texstar Petroleum Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said G. M. Andreen acknowledges said instrument to be the free act and deed of said corporation.

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

Helen R. Thomas  
Notary Public

HELEN R. THOMAS  
Notary Public, Bexar County, Texas

My Commission Expires 6/1/65.



(Acknowledgment by Corporation)

BOOK 50 PAGE 200

STATE OF Texas  
COUNTY OF Bexar

On this the 2nd day of November, 19 64, personally appeared G. M. Andreen to me personally known, who being by me duly sworn did say that he is the Vice-President of Texstar Petroleum Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said G. M. Andreen acknowledges said instrument to be the free act and deed of said corporation.

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

Helen R. Thomas  
Notary Public

HELEN R. THOMAS  
Notary Public, Bexar County, Texas

My Commission Expires 6/1/65

(Acknowledgment by Corporation)

STATE OF OKLAHOMA  
COUNTY OF OKLAHOMA

On this the 11th day of November, 19 64, personally appeared James P. Conroy to me personally known, who being by me duly sworn did say that he is the Vice President of Woods Petroleum Corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said James P. Conroy acknowledges said instrument to be the free act and deed of said corporation.

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

James P. Conroy  
Notary Public

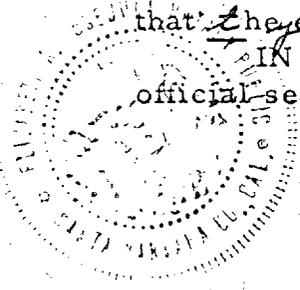
My Commission Expires 10-3-68



STATE OF California  
COUNTY OF Santa Barbara

On this the 17 day of November 1964, personally appeared before me Margaret R. Brey Chapman, to me known to be the persons who executed the foregoing instrument as Mineral Owner, and acknowledged that ~~they~~ executed the same as their free act and deed.

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



Elizabeth A. McGough  
Notary Public

ELIZABETH A. MCGOUGH

My Commission Expires March 8, 1966.

(Acknowledgment by Attorney in Fact)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me \_\_\_\_\_ to me known to be the person who executed the foregoing instrument in behalf of \_\_\_\_\_ and acknowledged that \_\_\_ he executed the same as the free act and deed of said \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_.

(Acknowledgment by Corporation)

STATE OF Texas

COUNTY OF Bexar

On this the 2nd day of November, 1964, personally appeared G. M. Andreen to me personally known, who being by me duly sworn did say that he is the Vice-President of Texstar Petroleum Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said G. M. Andreen acknowledges said instrument to be the free act and deed of said corporation.

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



Helen R. Thomas  
Notary Public

HELEN R. THOMAS  
Notary Public, Bexar County, Texas

My Commission Expires 6/1/65.

(Personal Acknowledgment)

STATE OF CALIFORNIA 50 PAGE 202

COUNTY OF SAN MATEO

On this the 17<sup>th</sup> day of NOVEMBER, 1964, personally appeared before me RENÉE O'DONOHUE, to me known to be the person who executed the foregoing instrument as Mineral Owner, and acknowledged that he executed the same as HER free act and deed.

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

K. V. CHIARONI  
NOTARY PUBLIC - CALIFORNIA  
COUNTY OF SAN MATEO

[Signature]  
Notary Public

My Commission Expires COMMISSION EXPIRES JULY 18, 1968

(Acknowledgment by Attorney in Fact)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me \_\_\_\_\_ to me known to be the person who executed the foregoing instrument in behalf of \_\_\_\_\_ and acknowledged that he executed the same as the free act and deed of said \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_.

(Acknowledgment by Corporation)

STATE OF Texas

COUNTY OF Bexar

On this the 2nd day of November, 1964, personally appeared G. M. Andreen to me personally known, who being by me duly sworn did say that he is the Vice-President of Texstar Petroleum Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said G. M. Andreen acknowledges said instrument to be the free act and deed of said corporation.

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

[Signature]  
Notary Public

My Commission Expires 6/1/65.

HELEN R. THOMAS  
Notary Public, Bexar County, Texas

(Personal Acknowledgment)

STATE OF California ↓

BOOK 50 PAGE 233

COUNTY OF Los Angeles ↓

On this the 20 day of November 1964, personally appeared before me Mrs. Felita S. Ostrander, to me known to be the person who executed the foregoing instrument as Mineral Owner, and acknowledged that she executed the same as her free act and deed.

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



H. Clay Reavis  
Notary Public  
H. Clay Reavis

(Acknowledgment by Attorney in Fact)

STATE OF \_\_\_\_\_ ↓

COUNTY OF \_\_\_\_\_ ↓

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me \_\_\_\_\_ to me known to be the person who executed the foregoing instrument in behalf of \_\_\_\_\_ and acknowledged that he executed the same as the free act and deed of said \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_.

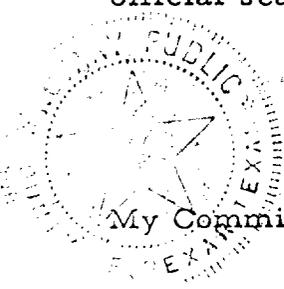
(Acknowledgment by Corporation)

STATE OF Texas ↓

COUNTY OF Bexar ↓

On this the 2nd day of November, 1964, personally appeared G. M. Andreen to me personally known, who being by me duly sworn did say that he is the Vice-President of Texstar Petroleum Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said G. M. Andreen acknowledges said instrument to be the free act and deed of said corporation.

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



Helen R. Thomas  
Notary Public

HELEN R. THOMAS  
Notary Public, Bexar County, Texas

My Commission Expires 6/1/65.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me \_\_\_\_\_, to me known to be the person who executed the foregoing instrument as Mineral Owner, and acknowledged that he executed the same as \_\_\_\_\_ free act and deed.

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

Notary Public

A Notary Public in and for the Province of British Columbia

My Commission Expires \_\_\_\_\_

(Acknowledgment by Attorney in Fact)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me \_\_\_\_\_ to me known to be the person who executed the foregoing instrument in behalf of \_\_\_\_\_ and acknowledged that he executed the same as the free act and deed of said \_\_\_\_\_.

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

Notary Public

My Commission Expires \_\_\_\_\_

(Acknowledgment by Corporation)

STATE OF Texas

COUNTY OF Bexar

On this the 2nd day of November, 19 64, personally appeared G. M. Andreen to me personally known, who being by me duly sworn did say that he is the Vice-President of Texstar Petroleum Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said G. M. Andreen acknowledges said instrument to be the free act and deed of said corporation.

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

Notary Public

HELEN R. THOMAS Notary Public, Bexar County, Texas

My Commission Expires 6/1/65



(Personal Acknowledgment)

STATE OF CALIFORNIA †

BOOK 50 PAGE 205

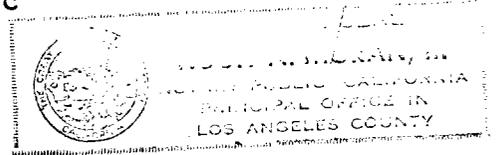
COUNTY OF LOS ANGELES †

On this the 20<sup>th</sup> day of NOVEMBER, 1964, personally appeared before me WILLIAM R. MORAN and EDVA V. MORAN to me known to be the persons who executed the foregoing instrument as Mineral Owner, and acknowledged that They executed the same as THEIR free act and deed.

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

Edva V. Moran  
Notary Public

My Commission Expires \_\_\_\_\_.



(Acknowledgment by Attorney in Fact)

STATE OF \_\_\_\_\_ †

COUNTY OF \_\_\_\_\_ †

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me \_\_\_\_\_ to me known to be the person who executed the foregoing instrument in behalf of \_\_\_\_\_ and acknowledged that he executed the same as the free act and deed of said \_\_\_\_\_.

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

Edva V. Moran  
Notary Public

My Commission Expires \_\_\_\_\_.



(Acknowledgment by Corporation)

STATE OF Texas †

COUNTY OF Bexar †

On this the 2nd day of November, 1964, personally appeared G. M. Andreen to me personally known, who being by me duly sworn did say that he is the Vice-President of Texstar Petroleum Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said G. M. Andreen acknowledges said instrument to be the free act and deed of said corporation.

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

Helen R. Thomas  
Notary Public

My Commission Expires 6/1/65.

HELEN R. THOMAS  
Notary Public, Bexar County, Texas



## COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

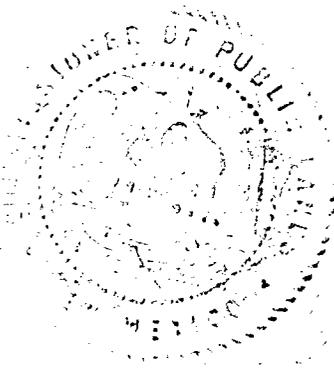
HOSPAH FIELD UNIT  
MCKINLEY COUNTY, NEW MEXICO

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, the attached Agreement for the development and operation of acreage which is described within the attached Agreement, dated November 1, 1964, which has been executed or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the state, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 7-11-39, 7-11-40, 7-11-41, 7-11-47, 7-11-48, New Mexico Statutes Annotated 1953 Compilation, I, the undersigned, Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 6th day of November 19 64.



*E. J. [Signature]*  
Commissioner of Public Lands  
of the State of New Mexico

EXHIBIT "A"

LEASE DESCRIPTION

BOOK

50 PAGE 207

Santa Fe (Hurst) Lease (No. 3487)

Oil and Gas Lease dated November 23, 1923, by and between the Santa Fe Pacific Railroad Company, a corporation, Lessor, and Paul C. Hancock, Lessee, covering 687.80 acres situated in McKinley County, New Mexico, to wit:

All of Section One (1), Township Seventeen (17) North,  
Range Nine (9) West of the New Mexico Meridian,

and amended by Supplemental Agreement dated August 15, 1941 by said Lessor and Petroleum Products Corporation, Lessee.

Santa Fe (Osborne) Lease (No. 7668)

Oil and Gas Lease dated February 1, 1938 by and between the Santa Fe Pacific Railroad Company, a corporation, Lessor, and Clarence B. Osborne, et al, Lessee, covering 189.47 acres situated in McKinley County, New Mexico, to wit:

All of Lots Two (2), Three (3) and Four (4), and the East half of the Southwest Quarter (E/2 SW/4) of Section Thirty-one (31), Township Eighteen (18) North, Range Eight (8) West of the New Mexico Meridian.

State of New Mexico (No. 662) Lease

Oil and Gas Lease dated October 20, 1922 by and between the State of New Mexico (acting through its Commissioner of Public Lands) Lessor, and Theo N. Espe, Lessee, insofar and only insofar as said Lease covers 440 acres of land situated in McKinley County, New Mexico, to wit:

The Southeast Quarter of the Southwest Quarter (SE/4 SW/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4), the South half of the Northeast Quarter (S/2 NE/4) and the North half of the Southeast Quarter (N/2 SE/4) and the Southeast Quarter of the Southeast Quarter (SE/4 SE/4), the South half of the Northwest Quarter (S/2 NW/4) and the Northwest Quarter of the Northeast Quarter (NW/4 NE/4) and the Northeast Quarter of the Northwest Quarter (NE/4 NW/4) ALL in Section Thirty-six (36), Township Eighteen (18) North, Range Nine (9) West of the New Mexico Meridian.

State of New Mexico (B-1276) Lease

Oil and Gas Lease dated October 20, 1932 by and between the State of New Mexico (acting through its Commissioner of Public Lands) Lessor, and P. L. Nichol, Lessee, insofar and only insofar as said Lease covers 120 acres of land situated in McKinley County, New Mexico, to wit:

The West half of the Southwest Quarter (W/2 SW/4) and the Northeast Quarter of the Southwest Quarter (NE/4 SW/4) ALL in Section thirty-six (36), Township Eighteen (18) North, Range Nine (9) West of the New Mexico Meridian.

EXHIBIT "A"

BOOK

50 ~~108~~ 108

LEASE OWNERSHIP

Tract No. 1 - State of New Mexico Lease No. B-1276  
W/2 SW/4, NE/4 SW/4 of Sec 36, T 18 N, R 9 W

<u>Owner</u>	<u>Interest</u>
State of New Mexico Land Commissioner's Office P. O. Box 791 Santa Fe, New Mexico	.12500 RI
Consolidated Production Corp. Room 420, 14 North Robinson Oklahoma City, Oklahoma	.01200 ORRI
Renee O ' Donohue 60 Lane Place Atherton, California	.00300 ORRI
Margaret McRae Chapman 685 Park Lane Montecito, Santa Barbara, Calif.	.00600 ORRI
Gordon Willard 1218 Fifteenth Avenue, W. Vancouver, B. C., Canada	.00900 ORRI
Ann Espe Dietz 7017 Edith Boulevard, N. E. Albuquerque, New Mexico	.06000 ORRI
Texstar Petroleum Company 2000 National Bank of Commerce Bldg. San Antonio, Texas	.78500 WI

Tract No. 2 - State of New Mexico Lease No. 662, Part A  
SE/4 SW/4 & SW/4 SE/4 of Sec 36, T 18 N, R 9 W

<u>Owner</u>	<u>Interest</u>
State of New Mexico Land Commissioner's Office P. O. Box 791 Santa Fe, New Mexico	.12500 RI
Ann Espe Dietz 7017 Edith Boulevard, N. E. Albuquerque, New Mexico	.02500 ORRI
Renee O ' Donohue 60 Lane Place Atherton, California	.00300 ORRI
Consolidated Production Corp. Room 420, 14 North Robinson Oklahoma City, Oklahoma	.01200 ORRI

Tract No. 2 (con't)

<u>Owner</u>	<u>Interest</u>
Gordon Willard 1218 Fifteenth Avenue, W. Vancouver, B.C., Canada	.00900 ORRI
Margaret McRae Chapman 685 Park Lane Montecito, Santa Barbara, Calif.	.00600 ORRI
Texstar Petroleum Company 2000 National Bank of Commerce Bldg. San Antonio, Texas	.82000 WI

Tract No. 3 - State of New Mexico Lease No. 662, Part B  
S/2 NE/4, N/2 SE/4 & SE/4 SE/4 of Sec 36, T 18 N, R 9 W

<u>Owner</u>	<u>Interest</u>
State of New Mexico Land Commissioner's Office P. O. Box 791 Santa Fe, New Mexico	.12500 RI
Consolidated Production Corp. Room 420, 14 North Robinson Oklahoma City, Oklahoma	.01200 ORRI
Gordon Willard 1218 Fifteenth Avenue, W. Vancouver, B.C., Canada	.00900 ORRI
Margaret McRae Chapman 685 Park Lane Montecito, Santa Barbara, Calif.	.00600 ORRI
Renee O ' Donohue 60 Lane Place Atherton, California	.00300 ORRI
Ann Espe Dietz 7017 Edith Boulevard, N. E. Albuquerque, New Mexico	.01000 ORRI
Lolita L. Osborne 360 Olive Tree Lane Sierra Madre, California	.01000 ORRI
Texstar Petroleum Company 2000 National Bank of Commerce Bldg. San Antonio, Texas	.82500 WI

Tract No. 4 - State of New Mexico Lease No. 662, Part C  
S/2 NW/4, NW/4 NE/4, NE/4 NW/4 of Sec 36, T 18 N, R 9 W

<u>Owner</u>	<u>Interest</u>
State of New Mexico Land Commissioner's Office P. O. Box 791 Santa Fe, New Mexico	.12500 RI
Consolidated Production Corp. Room 420, 14 North Robinson Oklahoma City, Oklahoma	.01200 ORRI
Renee O' Donohue 60 Lane Place Atherton, California	.00300 ORRI
Gordon Willard 1218 Fifteenth Avenue, W. Vancouver, B. C., Canada	.00900 ORRI
Margaret McRae Chapman 685 Park Lane Montecito, Santa Barbara, Calif.	.00600 ORRI
Lolita L. Osborne 360 Olive Tree Lane Sierra Madre, California	.01000 ORRI
Ann Espe Dietz 7017 Edith Boulevard, N.E. Albuquerque, New Mexico	.01000 ORRI
Texstar Petroleum Company 2000 National Bank of Commerce Bldg. San Antonio, Texas	.82500 WI

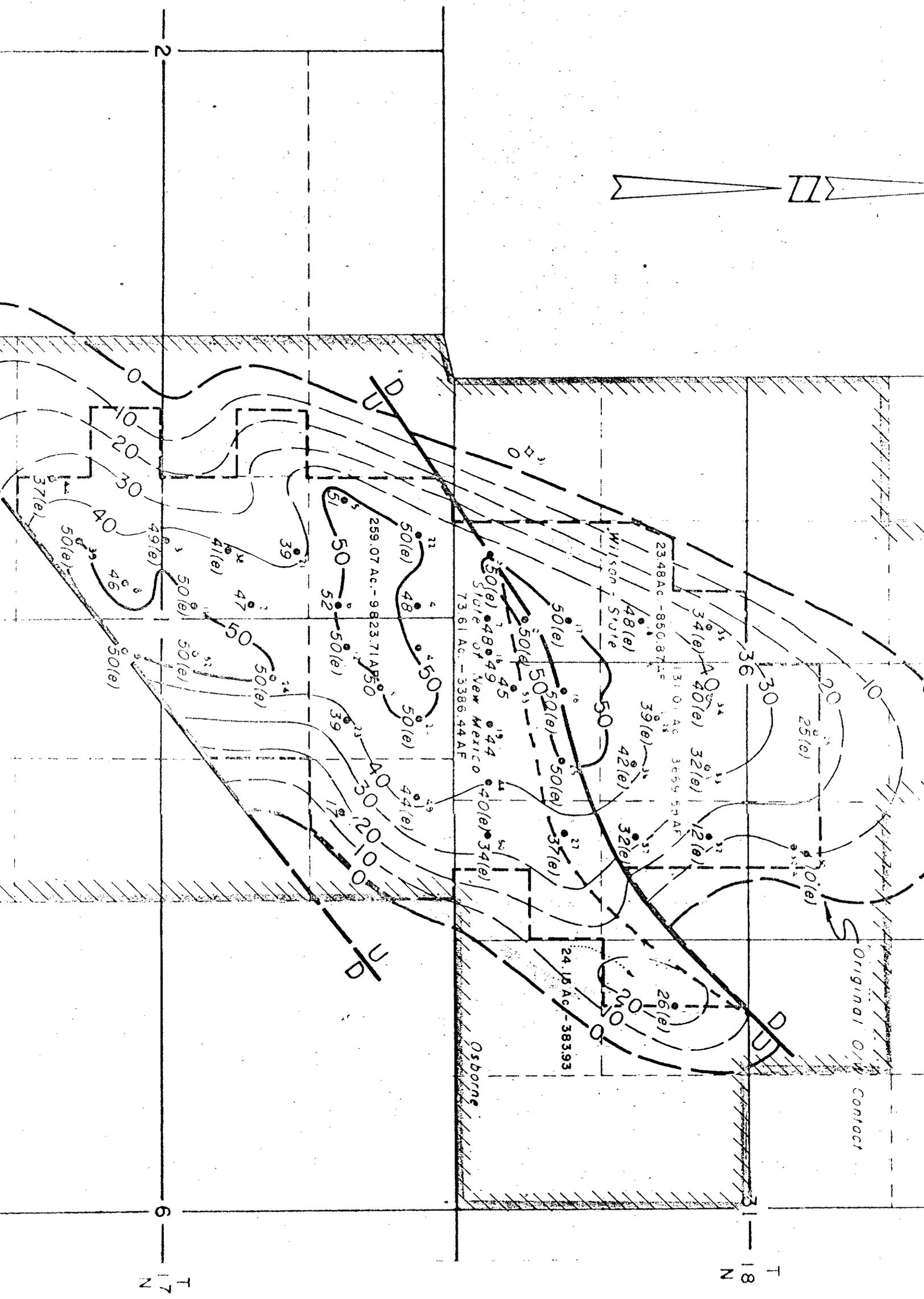
Tract No. 5 - Santa Fe Railroad Company Lease No. 3487  
Sec. 1, T 17 N, R 9 W

<u>Owner</u>	<u>Interest</u>
Santa Fe Pacific Railroad Company Office of Land Commissioner 4549 Produce Plaza Los Angeles 48, California	.12500 RI
Lolita L. Osborne 360 Olive Tree Lane Sierra Madre, California	.01000 ORRI
Consolidated Production Corp. Room 420, 14 North Robinson Oklahoma City, Oklahoma	.01200 ORRI
Renee O' Donohue 60 Lane Place Atherton, California	.00300 ORRI
Gordon Willard 1218 Fifteenth Avenue, W. Vancouver, B. C., Canada	.00900 ORRI

<u>Owner</u>	<u>Interest</u>
Margaret McRae Chapman 685 Park Lane Montecito, Santa Barbara, Calif.	.00600 ORRI
Texstar Petroleum Company 2000 National Bank of Commerce Bldg. San Antonio, Texas	.83500 WI

Tract No. 6 - Santa Fe Railroad Company Lease No. 7668  
Lots 2, 3 & 4, E/2 SW/4, Sec. 31, T 18 N, R 8 W

<u>Owner</u>	<u>Interest</u>
Santa Fe Pacific Railroad Company Office of Land Commissioner 4549 Produce Plaza Los Angeles 48, California	.12500 RI /
Consolidated Production Corp. Room 420, 14 North Robinson Oklahoma City, Oklahoma	.00600 ORRI
Margaret McRae Chapman 685 Park Lane Montecito, Santa Barbara, Calif.	.00300 ORRI
Regina G. Hancock 4747 Forman Avenue North Hollywood, California	.02083 ORRI
Estate of Robert B. Moran and Edna Moran 1335 Olive Lane La Canada, California	.02083 ORRI
Lolita L. Osborne 360 Olive Tree Lane Sierra Madre, California	.02084 ORRI
Texstar Petroleum Company 2000 National Bank of Commerce Bldg. San Antonio, Texas	.79750 WI
Gordon Willard 1218 Fifteenth Avenue, W. Vancouver, B. C., Canada	.004500 ORRI
Renee O'Donohue 60 Lane Place Atherton, California	.001500 ORRI

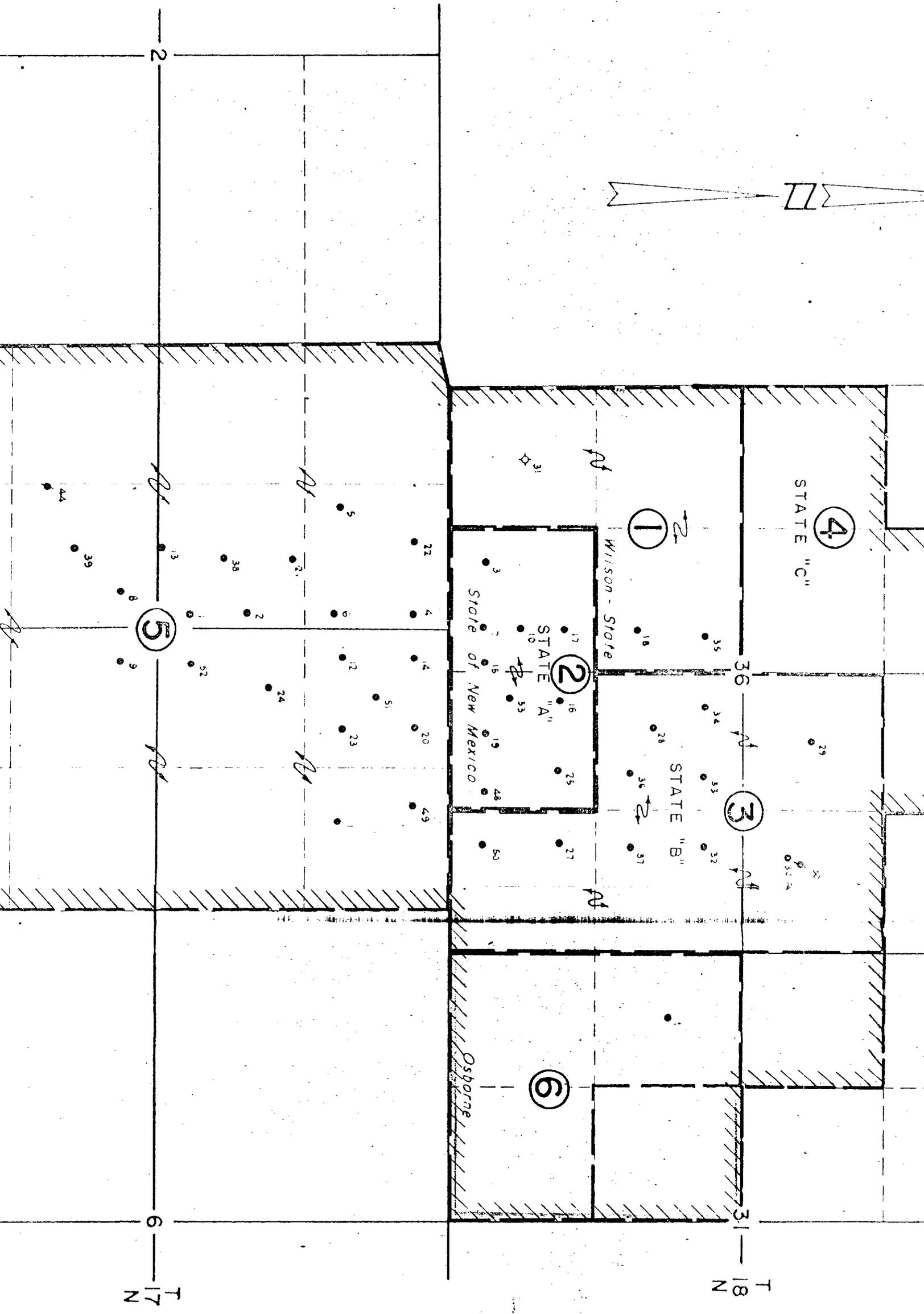


123 Ac. FLOODABLE AREA  
 3641 AF FLOODABLE VOLUME (GROSS ACRE FEET)  
 HOSPAPH FIELD UNIT

LEASE NAME	FLOOD AREA (Acres)	FLOOD VOLUME (Acre - Feet)
WILSON	23 48	850 87
STATE "A"	73 61	3 386 44
STATE "B"	13 101	3 669 55
STATE "C"	0	0
OSBORNE	24 15	383 93
SANTA FE	259 07	9 823 71
TOTAL	511 32	18 114 50

EXHIBIT "C"  
 GROSS SAND ISOPACH  
 HOSPAPH RESERVOIR  
 ABOVE OIL - WATER CONTACT  
 HOSPAPH FIELD  
 MCKINLEY COUNTY, NEW MEXICO

CONTOUR INTERVAL 10 FEET

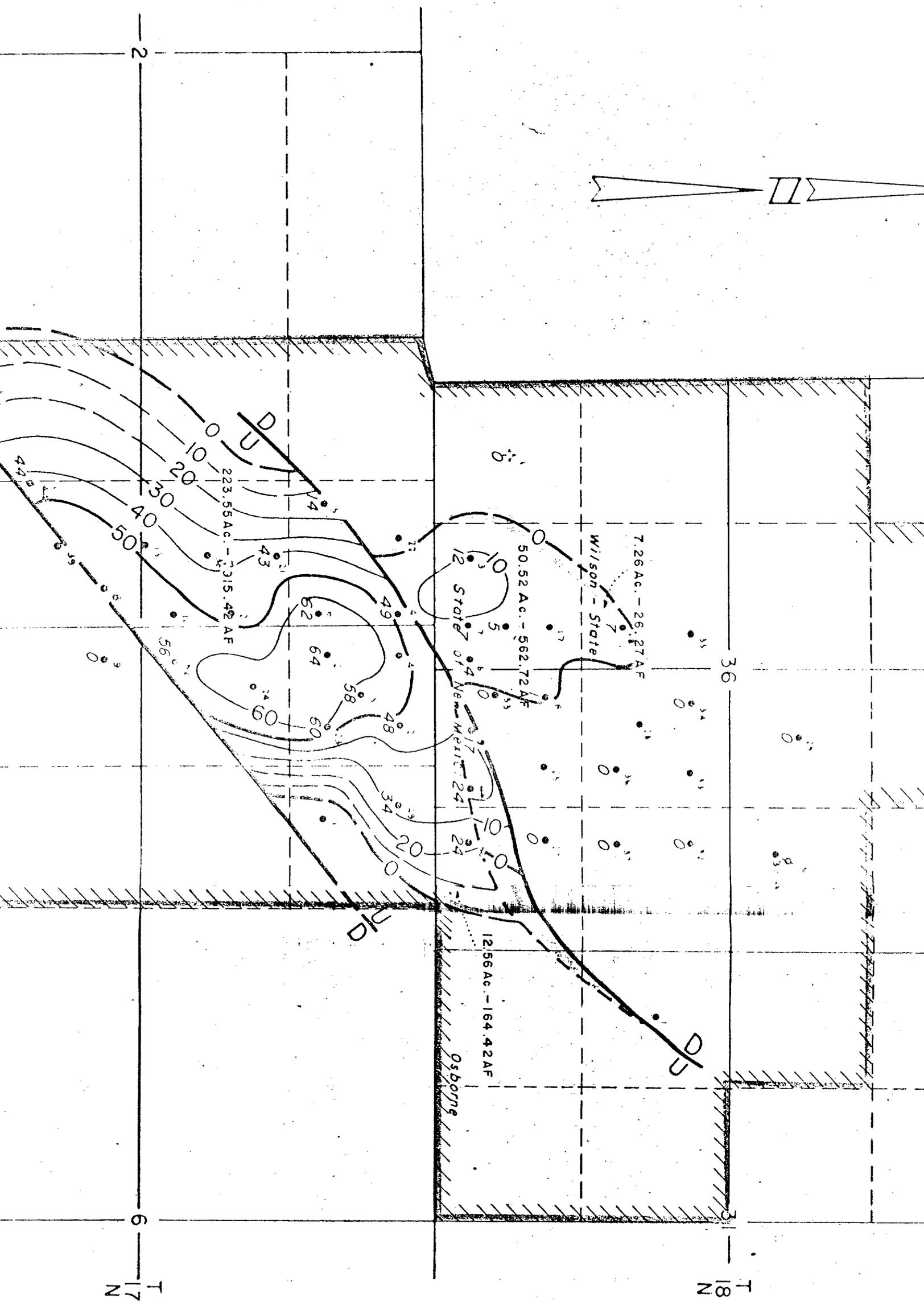


① TRACT NOS.  
 // HOSP AH FIELD UNIT

EXHIBIT "B"

LEASE PLAT

HOSP AH FIELD  
 MCKINLEY COUNTY, NEW MEXICO



OWNER NAME	FLOOD AREA (Acres)	FLOOD VOLUME (Acre - Feet)
WILSON	7.26	20.27
STATE "A"	50.52	562.72
STATE "B"	12.56	164.42
STATE "C"	0	0
OSBORNE	0	0
SANTA FE	223.55	7,195.42
<b>TOTAL</b>	<b>293.89</b>	<b>8,668.83</b>

 HOSPANH FIELD UNIT  
 SEVEN LAKES SAND UNIT

EXHIBIT "D"  
 GROSS SAND ISOPACH  
 SEVEN LAKES RESERVOIR  
 ABOVE OIL - WATER CONTACT  
 HOSPANH FIELD  
 MCKINLEY COUNTY, NEW MEXICO  
 CONTOUR INTERVAL 10 FEET

EXHIBIT "E-1"

BOOK 58 PAGE 215

PART I

SEVEN LAKES SAND UNIT TRACT FACTORS

<u>Tract Number</u>	<u>Lease Name</u>	<u>Lease Description</u>	<u>Gross Acre Feet</u>	<u>Tract Factor *</u>
1	State of New Mexico (Wilson) Lease No. B-1276	W/2 SW/4, NE/4 SW/4 of Sec 36, T 18 N, R 9 W	26.27	0.3030
2	State of New Mexico Lease No. 662 Part A	SE/4 SW/4 & SW/4 SE/4 of Sec 36, T 18 N, R 9 W	562.72	6.4913
3	State of New Mexico Lease No. 662 Part B	S/2 NE/4, N/2 SE/4 & SE/4 SE/4 of Sec 36, T 18 N, R 9 W	164.42	1.8967
4	State of New Mexico Lease No. 662 Part C	S/2 NW/4, NW/4 NE/4, NE/4 NW/4 of Sec 36, T 18 N, R 9 W	-0-	-0-
<u>Total State Leases</u>			<u>753.41</u>	<u>8.6910</u>
5	Santa Fe Railroad Lease No. 3487	Sec 1, T 17 N, R 9 W	7,915.42	91.3090
6	Santa Fe Railroad (Osborne) Lease No. 7668	Lots 2, 3 & 4, E/2 SW/4 of Sec 31, T 18 N, R 8 W	-0-	-0-
<u>Total Santa Fe Railroad Leases</u>			<u>7,915.42</u>	<u>91.3090</u>
<u>Grand Total</u>			<u>8,668.83</u>	<u>100.0000</u>

PART II

UNIT PARTICIPATION OF WORKING-INTEREST OWNERS \*\*

<u>Tract Number</u>	<u>Tract Factor</u>	<u>Working Interest</u>	<u>Unit Participation W.I. Owner</u>
1	0.3030	0.78500	0.2378
2	6.4913	0.82000	5.3229
3	1.8967	0.82500	1.5648
4	0.0000	0.82500	0.0000
5	91.3090	0.83500	76.2430
6	<u>0.0000</u>	0.79750	<u>0.0000</u>
	100.0000		83.3685

\* As per cent of Gross Acre Feet

\*\* All working interest owned by Texstar

STATE OF NEW MEXICO  
COUNTY OF SHERMAN  
the \_\_\_\_\_  
A.D. 1928  
and recorded in Book \_\_\_\_\_  
of \_\_\_\_\_

EXHIBIT "E-2"

Book 50 - PAGE 216

PART I

HOSPAH SAND UNIT TRACT FACTORS

<u>Tract Number</u>	<u>Lease Name</u>	<u>Lease Description</u>	<u>Floodable Acre Feet</u>	<u>Tract Factor *</u>
1	State of New Mexico (Wilson) Lease No. B-1276	W/2 SW/4, NE/4 SW/4 of Sec 36, T 18 N, R 9 W	850.87	4.6972
2	State of New Mexico Lease No. 662 Part A	SE/4 SW/4 & SW/4 SE/4 of Sec 36, T 18 N, R 9 W	3,386.44	18.6946
3	State of New Mexico Lease No. 662 Part B	S/2 NE/4, N/2 SE/4 & SE/4 SE/4 of Sec 36, T 18 N, R 9 W	3,669.55	20.2575
4	State of New Mexico Lease No. 662 Part C	S/2 NW/4, NW/4 NE/4 NE/4 NW/4 of Sec 36, T 18 N, R 9 W	-0-	-0-
<u>Total State Leases</u>			<u>7,906.86</u>	<u>43.6494</u>
5	Santa Fe Railroad Lease No. 3487	Sec 1, T 17 N, R 9 W	9,823.71	54.2312
6	Santa Fe Railroad (Osborne) Lease No. 7668	Lots 2, 3 & 4, & E/2 SW/4 of Sec 31, T, 18 N, R 8 W	383.93	2.1195
<u>Total Santa Fe Railroad Leases</u>			<u>10,207.64</u>	<u>56.3506</u>
<u>Grand Total</u>			<u>18,114.50</u>	<u>100.0000</u>

PART II

UNIT PARTICIPATION OF WORKING INTEREST OWNERS \*\*

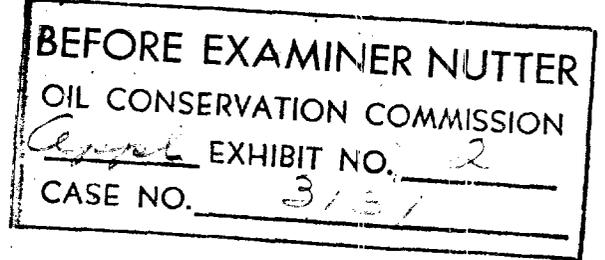
<u>Tract Number</u>	<u>Tract Factor</u>	<u>Working Interest</u>	<u>Unit Participation W.I. Owner</u>
1	4.6972	0.78500	3.6873
2	18.6946	0.82000	15.3296
3	20.2575	0.82500	16.7124
4	0.0000	0.82500	0.0000
5	54.2312	0.83500	45.2830
6	2.1195	0.79750	1.6903
	100.0000		82.7026

\* As per cent of Floodable Acre Feet

\*\* All working interest owned by Texstar

UNIT AGREEMENT  
FOR THE DEVELOPMENT AND OPERATION  
OF THE  
HOSPAH UNIT AREA  
COUNTY OF MCKINLEY  
STATE OF NEW MEXICO

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UNIT AGREEMENT  
FOR THE DEVELOPMENT AND OPERATION  
HOSPAH UNIT AREA  
McKINLEY COUNTY, NEW MEXICO

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

WITNESSETH:

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

WHEREAS, the Commissioner of Public Lands of the State of New  
Mexico is authorized by law (Volume 2, Chapter 7, Article II, New Mexico  
Statutes, 1953 Annotated) to consent to and approve the development or opera-  
tion of State lands under agreements made by lessees of State land jointly or  
severally with other lessees where such agreements provide for the unit  
operation or development of part of or all of any oil or gas pool, field or  
area; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico  
is authorized by an Act of the Legislature (Sec. 1, Chap. 162, Laws of 1951;  
Chap 7, Art. II, Sec 41, N. M. Stats. 1953 Annot.) to amend with the approval  
of lessee, evidenced by the lessee's execution of such agreement or otherwise,  
any oil and gas lease embracing State lands so that the length of the term of  
said lease may coincide with the term of such agreements for the unit opera-  
tion and development of part or all of any oil or gas pool, field or area; and

WHEREAS, the Oil Conservation Commission of the State of New Mexico  
is authorized by law (Volume 9, Part 2, Chapter 65, Article 3, New Mexico  
Statutes, 1953 Annotated) to approve this agreement and the conservation  
provisions hereof; and

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

WHEREAS, it is the purpose of the parties hereto to enable institution and consummation of secondary recovery operations, to conserve natural resources, prevent waste and secure other benefits obtainable through development and operation of the Hospah Unit subject to this agreement under the terms, conditions and limitations herein set forth.

NOW, THEREFORE, in consideration of the premises and the promises herein contained, the parties hereto commit to this agreement their respective interests in the "Unit Area" and the "Unitized Formation" lying thereunder (as those terms are defined hereinafter) and agree severally among themselves as follows:

1. ENABLING ACT AND REGULATIONS. The oil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations not inconsistent with the terms hereof or the laws of the State of New Mexico are hereby accepted and made a part of this Agreement.

2. DEFINITIONS. For the purpose of this agreement, the following terms and expressions as used herein shall mean:

(a) "Commission" means the Oil Conservation Commission of the State of New Mexico.

(b) "Commissioner" means the Commissioner of Public Lands of the State of New Mexico.

(c) "Royalty Interest" or "Royalty" means an interest other than a Working Interest in or right to receive a portion of the Unitized Substances or the proceeds thereof and includes the royalty interest reserved by the lessor by an oil and gas lease and any overriding royalty interest, oil payment interest, net profits contract, or any other payment or burden which does not carry with it the right to search for and produce Unitized Substances.

(d) "Royalty Owner" means the owner of a Royalty Interest.

(e) "Tract" means each parcel of land described as such and given a Tract number in Exhibit A.

(f) "Tract Participation" means the percentage of Unitized Substances allocated to a Tract under this agreement as shown in Exhibit B.

(g) "Unit Area" means the land shown on Exhibit B and described by Tracts in Exhibit A, containing ~~17,400~~ 14,360 acres.

(h) "Unit Operating Agreement" means any agreement or agreements, whether one or more, entered into either separately or collectively by and between the Unit Operator and the Working Interest Owners, as provided in Section 9, ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT, and shall be styled "Unit Operating Agreement for the Development and Operation of the Hospah Unit Area, County of McKinley, State of New Mexico.

(i) "Unit Participation" means the sum of all Tract Participations or portions thereof which a party is entitled to receive. See Exhibits E-1, E-2 and E-3.

(j) "Unitized Formation" means the Seven Lakes and Hospah Gallup Formations, same being those heretofore established underground reservoirs encountered in the drilling by Petroleum Products Refining and Producing Co. of its Hurst No. 51 well at the depths of approximately 313 feet and 1,533 feet respectively below the Kelly bushing, which said well is located in the C of the NW/4 of NE/4 of Section 1, T-17-N, R-9-W, McKinley County, New Mexico.

(k) "Unitized Substances" means all oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid or liquefiable hydrocarbons within or produced from the Unitized Formation.

(l) "Voting Interest" means the right to search for, produce and acquire Unitized Substances whether held as an incident of ownership of mineral fee simple title, under an oil and gas lease, or otherwise.

(m) "Working Interest Owner" means any party hereto owning a Working Interest, including a carried working interest owner, holding an interest in Unitized Substances by virtue of a lease, operating agreement, fee title or otherwise, which interest is chargeable with and obligated to pay or bear, either in cash or out of production, or otherwise, all or a portion of the cost of drilling, developing and producing the Unitized Substances from the Unitized Formation and the operation thereof hereunder. The owner of oil and gas rights which are free of lease or other instrument conveying the Working Interest to another shall be regarded as a Working Interest Owner to the extent of seven-eighths (7/8) of his interest in Unitized Substances, and as a Royalty Owner with respect to his remaining one-eighth (1/8) interest therein.

3. EXHIBITS. Attached hereto as Exhibit B is a map showing to the extent known to Unit Operator, the Unit Area and the boundaries and identity of Tracts and leases in said Unit Area. Attached hereto as Exhibit A is a schedule showing to the extent known to Unit Operator the acreage comprising each Tract and the ownership of each interest owner in each Tract. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown in said map or schedule as being owned

owned by such party. Attached hereto as Exhibits E-1 and E-2 are schedules showing in Part I thereof the Tract Participation of each Tract in the Unit Area and in Part II thereof the Unit Participation of each Working Interest Owner. Said schedules E-1 and E-2 shall become effective at 7:00 a. m. on the effective date of this agreement.

It is hereby agreed by all parties to this agreement that Unit Operator is empowered to correct any mathematical or clerical errors which may exist in the pertinent exhibits to this agreement; provided, however, that correction of any error other than correction of a mathematical or clerical error shall be made by Unit Operator only after first having obtained approval of Working Interest Owners and the Commissioner.

Exhibits A, B, C, D, E-1 and E-2 shall be revised by Unit Operator whenever changes render such revision necessary, and at least two copies of such revision shall be filed with the Commissioner.

4. EXPANSION OF UNIT AREA. The above described Unit Area may, when practicable, be expanded to include therein any additional tract or tracts regarded as reasonably necessary or advisable for the purposes of this agreement, whenever such expansion is necessary or advisable to conform with the purposes of this agreement. Tract Participations resulting from such expansion shall be on a negotiated basis and, after agreement between the affected parties has been reached, such expansion shall be effected in the following manner:

(a) Unit Operator, with concurrence of at least 80 per cent of the then Voting Interests and after preliminary concurrence, the Commissioner and the Commission, shall prepare a notice of proposed expansion describing the contemplated changes in the boundaries of the Unit Area, the reasons therefor, and the proposed effective date thereof, preferably the first day of a month subsequent to the date of notice.

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

(c) Upon expiration of the 30-day period provided in the preceding item (b) hereof, Unit Operator shall file with the Commissioner and the Commission evidence of mailing of the notice of expansion and a copy of any objections thereto which have been filed with the Unit Operator, together with an application in sufficient number for approval of such expansion and with appropriate joinders.

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

In any approved expansion of the Unit Area, the revised Tract Participations of those Tracts which were committed prior to each such expansion shall remain in the same ratio one to another.

5. UNITIZED LAND AND UNITIZED SUBSTANCES. All oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid and liquefiable hydrocarbons in the lands committed to this agreement are, as to the Seven Lakes and the Hospah Gallup Formations, unitized under the terms of this agreement (and are herein called Unitized Substances) and said lands shall constitute lands referred to herein as "unitized land" or "land subject to this agreement."

6. UNIT OPERATOR. Texstar Petroleum Company is hereby designated as the Unit Operator and by signature hereto as Unit Operator agrees and consents to accept the duties of Unit Operator for the development and production of Unitized Substances as herein provided. Whenever reference is made herein to the "Unit Operator," such reference means the Unit Operator acting in that capacity and not as an owner of interest in Unitized Substances, and the term "Working Interest Owner" when used herein shall include or refer to Unit Operator as the owner of a Working Interest when such interest is owned by it.

7. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the right to resign at any time, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and terminate Unit Operator's rights as such for a period of 6 months after notice of intention to resign has been served by Unit Operator on all Working Interest Owners and the Commissioner and the Commission, and until all wells then drilled hereunder are placed in satisfactory condition for suspension or abandonment, whichever is required by the Commission as to State Lands, unless a new Unit Operator shall have been selected and approved and shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

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

The Unit Operator may, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by affirmative vote of at least 75 per cent of the Voting Interests. Such removal shall be effective upon notice thereof to the Commissioner.

In all such instances of resignation or removal, until a successor Unit Operator is selected and approved, as hereinafter provided, the Working Interest Owners shall be jointly responsible for the performance of the duties of Unit Operator and shall, not later than 30 days before such resignation or removal becomes effective, appoint a common agent to represent them in any action to be taken hereunder.

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

8. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall tender his or its resignation as Unit Operator, or shall be removed as hereinabove provided, the Working Interest Owners shall, by affirmative vote of at least 75 per cent of the Voting Interests, select a successor Unit Operator; provided, however, that should any Working Interest Owner own a Voting Interest of more than 25 per cent, the vote of said party shall not serve to disapprove the selection of a new Unit Operator approved by 80 per cent or more of the Voting Interests of the remaining Working Interest Owners and provided, further, that the Unit Operator shall not vote to succeed itself and its Voting Interest shall not be counted in a vote concerning its removal

as the Unit Operator. Such selection shall not become effective until

(a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and (b) the selection shall have been approved by the Commissioner. If no successor Unit Operator is selected and qualified as herein provided, the Commissioner may, at his election, declare this Unit Agreement terminated.

9. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT.

All costs and expenses incurred by Unit Operator in conducting Unit operations hereunder shall be apportioned among, borne and paid by the Working Interest Owners, all in accordance with this agreement and the Unit Operating Agreement. The Unit Operating Agreement shall also provide the manner in which the Working Interest Owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases, or other independent contracts and such other rights and obligations as between Unit Operator and the Working Interest Owners as they may agree upon. However, the Unit Operating Agreement shall not be deemed either to modify the terms and conditions of this Unit Agreement or to relieve the Unit Operator of any right or obligation established under this Unit Agreement; in case of any inconsistency or conflict between the Unit Agreement and the Unit Operating Agreement, this agreement shall prevail. One true copy of any Unit Operating Agreement shall be filed with the Commissioner.

10. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR. Except as otherwise specifically provided herein, the exclusive right, privilege, and duty of exercising any and all rights of the parties hereto (including surface rights) which are necessary or convenient for the prospecting for, producing, storing, allocating, and distributing the Unitized Substances, are hereby granted and delegated to and shall be exercised by the Unit Operator as herein provided. Upon request therefor, acceptable evidence of title to said rights shall be deposited with said Unit Operator and, together with this agreement, shall constitute and define the rights, privileges, and obligations of Unit Operator.

Nothing herein, however, shall be construed to transfer title to any land, lease, Royalty Interest, operating agreement or communitization agreement, it being understood that under this agreement the Unit Operator, in its capacity as Unit Operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein specified.

11. PLAN OF FURTHER DEVELOPMENT AND OPERATION. Within 6 months after the effective date of this agreement the Unit Operator will begin creating and installing the wells and equipment necessary to the proposed peripheral waterflood of the Hospah Gallup sand. Within 2 years after the effective date of this agreement the Unit Operator will undertake a program to acquire specific information necessary to the proper design and installation of fluid injection into the Seven Lakes Sand. Once started, each project will be pursued to completion with such diligence as is consistent with engineering feasibility and prudent operations.

12. PARTICIPATION. Exhibits E-1 and E-2 show the percentages of participation to which each Tract shall be entitled if all Tracts within the Unit Area are committed as of the effective date of this agreement (the qualifications necessary for inclusion of a Tract being set forth in Section 13 hereof). If less than all Tracts within the Unit Area are committed as of the effective date of this agreement, Unit Operator, with approval of the Working Interest Owners, as soon as practicable after the effective date of this agreement, shall file with the Commissioner and the Commission schedules of committed Tracts as of said effective date, which said schedules shall be designated "Revised Exhibit E-1" and "Revised Exhibit E-2" and considered for all purposes as a part of this agreement. Such revised Exhibits E-1 and E-2 shall set forth opposite each such committed Tract the revised Tract Participation therefor (which shall be calculated by using the same Tract factors and formula which were used to arrive at the Tract Participation of each Tract as set out in Exhibits E-1 and E-2 attached hereto, but applying the same only to the committed Tracts). Such revised Exhibits E-1 and E-2,

unless disapproved by the Commissioner and the Commission within 30 days after filing, shall supersede, effective as of the effective date hereof, the Tract Participations set forth in Exhibits E-1 and E-2 attached hereto until a further revision or revisions thereof is approved by the Commissioner and the Commission. The Tract Participations shown on Exhibits E-1 and E-2 attached hereto, or as may be shown on the revised Exhibits E-1 and E-2 as above provided, shall govern the allocation of Unitized Substances on and after the effective date of this Unit Agreement as set forth in Section 3 hereof, and until the allocation schedule is revised pursuant to this agreement and the revised Tract Participations are approved by the Commissioner and the Commission.

13. TRACTS QUALIFIED FOR PARTICIPATION. From the effective date hereof, the Tracts which shall be entitled to participation shall be those Tracts which are described in Exhibit A and which, at any time, are qualified as follows:

(a) Each Tract as to which Working Interest Owners owning 100 per cent of the Working Interest therein have become parties hereto and as to which Royalty Owners owning 75 per cent or more of the Royalty Interest therein have become parties hereto.

(b) Each Tract as to which Working Interest Owners owning 100 per cent of the Working Interest therein have become parties hereto and as to which Royalty Owners owning less than 75 per cent of the Royalty Interest therein have become parties hereto and, further, as to which:

(i) All Working Interest Owners in any such Tract have joined in a request for the qualification of such Tract, and

(ii) 80 per cent of the combined voting interests of Working Interest Owners in all Tracts meeting the requirements of paragraph (a) hereof have voted in favor of qualifying such Tract.

For the purpose of this paragraph (b), a Working Interest Owner's "voting interest" shall be equal to the ratio (expressed in per cent) which its aggregate Phase I Unit Participation in all Tracts qualifying under paragraph (a) bears to the total Phase I Unit Participation, as shown on Exhibits E-1 and E-2 of all Working Interest Owners in all Tracts qualifying under paragraph (a).

(c) Each Tract as to which Working Interest Owners owning less than 100 per cent of the Working Interest therein have become parties hereto, regardless of the percentage of Royalty Interest therein which is committed hereto and, further, as to which:

(i) The Working Interest Owner operating any such Tract and all of the other Working Interest Owners in such Tract who have become parties hereto have joined in a request for qualification of such Tract and have executed and delivered an indemnity agreement indemnifying and agreeing to hold harmless the other Working Interest Owners, their successors and assigns, against all claims and demands which may be made by the owners of Working Interests in such Tract who are not parties hereto and which arise out of the qualification of such Tract; and

(ii) 80 per cent of the combined voting interest of Working Interest Owners in all Tracts meeting the requirements of paragraphs (a) and (b) have voted in favor of the qualification of such Tract and acceptance of the indemnity agreement.

For the purpose of this paragraph (c), a Working Interest Owner's "voting interest" shall be equal to the ratio (expressed in per cent) which its aggregate Phase I Unit Participation in all Tracts qualifying under paragraphs (a) and (b) bears to the total Phase I Unit Participation, as shown on Exhibits E-1 and E-2 of all Working Interest Owners in all Tracts qualifying under paragraphs (a) and (b). Upon the qualification of such a Tract, the Unit Participation which would have been attributed to the nonsubscribing owners of the Working Interest in such Tract, had they become parties to this agreement and the Unit Operating Agreement, shall be attributed to the Working Interest Owners in such Tract who have become parties to such agreements, in proportion to their respective Working Interests in the Tract.

14. ALLOCATION OF UNITIZED SUBSTANCES. All Unitized Substances produced and saved (less, save and except any part of such Unitized Substances used in conformity with good operating practices on unitized land for drilling, operating, camp and other production or development purposes and for pressure maintenance) shall be apportioned among and allocated to the committed Tracts in accordance with the respective Tract Participations effective hereunder during the respective periods such Unitized Substances were produced, as set forth in the schedule of participation in Exhibits E-1 and E-2. The amount of Unitized Substances so allocated to each committed Tract, and only that amount (regardless of whether it be more or less than the amount of the actual production of Unitized Substances from the well or wells, if any, on such Tract), shall, for all intents, uses and purposes, be deemed to have been produced from such Tract.

The Unitized Substances allocated to each such Tract shall be distributed among, or accounted for to, the parties executing, consenting to or ratifying

this agreement entitled to share in the production from such Tract in the same manner, in the same proportions, and upon the same conditions, as they would have participated and shared in the production from such Tract, or in the proceeds thereof, had this agreement not been entered into, and with the same legal force and effect. It is hereby agreed that production of Unitized Substances from any such committed Tract shall be allocated as provided herein regardless of whether oil or gas is being produced from any particular Tract committed hereto. If the Working Interests or the Royalty Interests in any Tract are divided with respect to separate parcels or portions of such Tract and owned severally by different persons, the Tract Participation of such Tract shall, in the absence of a recordable instrument among all owners fixing the division of ownership, be divided among all owners fixing the division of ownership, be divided among such parcels or portions in proportion to the number of surface acres in each.

15. BALANCING OF PRODUCTION. Unit Operator shall make a proper and timely gauge of all lease and other tanks located on each committed Tract in order to ascertain the amount of merchantable oil in such tanks, above the pipe line connections, as of 7:00 a. m. on the effective date hereof. All Unitized Substances which are a part of the prior allowable of the well or wells from which the same were produced shall be and remain the property of the Working Interest Owners entitled thereto as if the Unit had not been formed and such Working Interest Owners shall promptly remove same. Any such Unitized Substances not so removed may be sold by the Unit Operator for the account of such Working Interest Owners, subject to the payment of all royalty to Royalty Owners under the terms and provisions of the applicable lease or leases and other contracts. All such Unitized Substances which are in excess of the prior allowable of the well or wells from which the same were produced shall be regarded and treated the same as Unitized Substances produced after the effective date hereof. If, as of the effective date hereof, any Tract is over-produced with respect to the allowable of the well or wells on that Tract and the amount of such over-production has been sold or otherwise disposed of,

such over-production shall be regarded and included as a part of the Unitized Substances produced after the effective date hereof and the amount thereof charged to such Tract as having been delivered to the persons entitled to Unitized Substances allocated to such Tract.

16. ROYALTY SETTLEMENT. The State of New Mexico and all Royalty Owners who, under existing contracts, are entitled to take in kind a share of the Unitized Substances produced from any committed Tract, shall hereafter be entitled to take in kind their share of the Unitized Substances allocated to such Tract, and Unit Operator shall make deliveries of such Royalty share taken in kind in conformity with the applicable contracts, laws and regulations. Settlement for Royalty Interests not taken in kind shall be made by Working Interest Owners responsible therefor under existing contracts, laws and regulations, on or before the last day of each month for Unitized Substances produced during the preceding calendar month; provided, however, that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any royalties due under their leases except that said royalties shall be computed in accordance with the terms of this agreement.

If gas obtained from lands not subject to this agreement is introduced into the Unitized Formation for use in pressure maintenance, stimulation of production, or increasing ultimate recovery, which shall be in conformity with a plan first approved by the Commissioner and the Commission, a like amount of gas, less appropriate deductions for loss from any cause, may be withdrawn from the formation into which the gas was introduced, royalty free as to dry gas, but not as to the products extracted therefrom; provided that such withdrawal shall be pursuant to such conditions and formulae as may be prescribed or approved by the Commissioner; provided further, that such right of withdrawal shall terminate on the termination of this agreement. If liquefied petroleum gases obtained from lands or formations not subject to this agreement be injected into the Unitized Formation for the purpose of increasing

ultimate recovery, which shall be in conformance with a plan first approved by the Commissioner, part or all of such liquefied petroleum gases may be withdrawn royalty free pursuant to such conditions and formulae as may be prescribed or approved by the Commissioner.

Royalty due on account of State lands shall be computed and paid on the basis of all Unitized Substances allocated to such lands.

17. RENTAL SETTLEMENT. Rentals on State of New Mexico lands subject to this agreement shall be paid at the rate specified in the respective leases, or may be reduced or suspended under order of the Commissioner pursuant to applicable laws and regulations.

18. CONSERVATION. Operations hereunder and production of Unitized Substances shall be conducted so as to provide for the most economical and efficient recovery of such substances to prevent waste as defined by State laws or regulations.

19. DRAINAGE. Unit Operator shall take appropriate and adequate measures to prevent drainage of Unitized Substances from the committed Tracts by wells on land not subject to this agreement, or, with consent of the Commissioner and pursuant to applicable regulations, pay a fair and reasonable compensatory royalty as determined by the Commissioner.

20. LEASES AND CONTRACTS CONFORMED AND EXTENDED. The terms, conditions and provisions of all leases, subleases, and other contracts relating to exploration, drilling, development, or operation for oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid or liquefiable hydrocarbons in the under lands committed to this agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect; and the parties hereto hereby consent that the Commissioner as to State leases shall by his approval hereof, or by the approval hereof by his duly authorized representative, does hereby establish, alter, change or revoke the drilling, producing, rental, minimum royalty and

royalty requirements of State leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this agreement, and without limiting the generality of the foregoing, all leases, subleases, and contracts are particularly modified in accordance with the following:

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

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

(c) Suspension of drilling or producing operations on all unitized lands pursuant to direction or consent of the Commissioner shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every Tract of unitized land.

(d) Each lease, sublease, or contract relating to the exploration, drilling, development or operation for oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid or liquefiable hydrocarbons in and under lands, other than those of the United States, in lands committed to this agreement, which by its terms might expire prior to the termination of this agreement, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of this agreement, as to the land committed so long as such lease remains subject hereto.

(e) Any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto shall be segregated as to the portion committed and as to the portion not committed and the terms of such lease shall apply separately as to such segregated portions commencing as of the effective date hereof. Notwithstanding any of the provisions of this agreement to the contrary, any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease, if Unitized Substances are discovered and are capable of being produced in paying quantities from some part of the lands embraced in such lease committed to this agreement at the expiration of the secondary term of such lease; or if, at the expiration of the secondary term, the lessee or the Unit Operator is then engaged in bona fide drilling or reworking operations on some part of the lands embraced therein, any such lease shall remain in full force and effect so long as such operations are being diligently prosecuted, and if they result in the production of Unitized Substances, said lease shall continue in full force and effect as to all of the lands embraced therein, so long thereafter as Unitized Substances are produced in paying quantities from any portion of said lands.

21. COVENANTS RUN WITH LAND. The covenants herein shall be construed to be covenants running with the land with respect to the interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer; or conveyance of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in interest. No assignment or transfer of any Working Interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, photostatic or certified copy of the instrument of transfer; and no assignment or transfer of any Royalty Interest shall be binding upon the Working Interest Owner responsible therefor until the first day of the calendar month after said Working Interest Owner is furnished with the original, photostatic or certified copy of the instrument of transfer.

22. EFFECTIVE DATE AND TERM. This agreement shall become binding upon each party who executes or ratifies it as of the date of execution or ratification by such party and shall become effective as of 7:00 o'clock a.m. of the first day of the calendar month next following the approval by the Commissioner.

There must be an execution or ratification of this agreement and the Unit Operating Agreement by Working Interest Owners owning a combined Secondary Phase Unit Participation of at least 80 per cent, and the execution or ratification of the agreement by Royalty Owners owning a combined interest of at least 65 per cent of the Royalty Interest, in said Unit Area.

There must be filed at least one counterpart of this agreement for record in the office of the County Clerk of McKinley County, New Mexico, by the Unit Operator.

Unit Operator shall, within thirty (30) days after the effective date of this agreement, file for record in the office where a counterpart of this agreement is recorded, a certificate to the effect that this agreement become effective according to its terms and stating further the effective date.

The term of this agreement shall be for and during the time that Unitized Substances are produced in paying quantities from the Unit Area and so long thereafter as drilling, reworking or other operations (including secondary recovery operations) are prosecuted thereon without cessation of more than ninety (90) consecutive days, unless sooner terminated by Working Interest Owners in the manner hereinafter provided.

This agreement may be terminated with the approval of the Land Commissioner and the Working Interest Owners owning 75 per cent Unit Participation whenever such Working Interest Owners determine that Unit operations are no longer profitable, feasible or in the interest of conservation. Notice of any such termination shall be given by Unit Operator to all parties hereto.

Upon termination of this agreement, the further development and operation of the Unit Area as a Unit shall be abandoned, Unit operations shall cease, and thereafter the parties hereto shall be governed by the terms and provisions of the leases and contracts affecting the separate tracts just as if this agreement had never been entered into.

If not otherwise covered by the leases unitized under this agreement, Royalty Owners hereby grant Working Interest Owners a period of six months after termination of this agreement in which to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with Unit operations.

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

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

25. NO WAIVER OF CERTAIN RIGHTS. Nothing in this agreement contained shall be construed as a waiver by and party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State of New Mexico, or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive.

26. UNAVOIDABLE DELAY. All obligations under this agreement requiring the Unit Operator to commence or continue drilling or to operate on or to produce Unitized Substances from any of the lands subject to this agreement shall be suspended while, but only so long as, the Unit Operator, despite the exercise of due care and diligence, is prevented from complying with such obligations, in whole or in part, by strikes, acts of God, Federal, State, or municipal law or agencies, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary materials in open market, or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not.

27. LOSS OF TITLE. If any Tract of unitized land ceases to have sufficient Working Interest or Royalty Interest committed to this agreement to meet the conditions of Section 13 because of failure of title to any party hereto, such Tract shall be regarded as not committed hereto as of 7:00 a. m. on the first day of the calendar month in which such failure of title is finally determined; provided, however, that no such Tract shall be so regarded if

same can be requalified under said Section 13 within ninety (90) days after the date on which such title failure was finally determined. If any such Tract cannot be so requalified, Unit Operator shall recompute the Tract Participation of each Tract of unitized land remaining subject to this agreement so that such Tract Participations shall remain in the same ratio one to another. Thereafter, Unit Operator shall revise Exhibits E-1, E-2 and E-3 conformably with such recomputation. Each such revised exhibit shall be effective at 7:00 a. m. on the first day of the calendar month in which such failure of title is finally determined.

If title to a Working Interest fails, the rights and obligations of Working Interest Owners by reason of such failure shall be governed by the Unit Operating Agreement. If title to a Royalty Interest fails, but the Tract to which it relates remains committed to this agreement, the Royalty Owner whose title failed shall not be entitled to participate hereunder insofar as its participation is based on such lost Royalty Interest.

In the event of a dispute as to the title to any Working or Royalty Interest, or other interest subject hereto, payment or delivery on account thereof may be withheld without liability or interest until the dispute is finally settled; provided, that as to State land or leases, no payments of funds due the State of New Mexico shall be withheld, such funds of the State shall be deposited as directed by the Commissioner, all to be held as unearned money pending final settlement of the title dispute and then applied as earned or returned in accordance with such final settlement.

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

28. NONJOINDER AND SUBSEQUENT JOINDER. Any oil or gas interest within the Unit Area not committed hereto prior to the effective date of this agreement may thereafter be committed, upon compliance with the applicable provisions of this Section 30 and of Section 13 (TRACTS QUALIFIED FOR PARTICIPATION) by the owner or owners thereof subscribing or consenting

to this agreement and, if such uncommitted interest is a working interest, by the owner of such interest also subscribing to the Unit Operating Agreement.

Such right of joinder subsequent to the effective date hereof shall be subject to such requirements or approvals and shall be upon such terms and conditions as may be agreed to by at least 65 per cent of the then Voting Interests of the Working Interest Owners, and approval by the Commissioner, with appropriate revisions of Exhibits E-1 and E-2, effective as of 7:00 a.m. on the first day of the calendar month next following such agreement by the Working Interest Owners.

After final approval of this agreement, joinder by a non-working interest owner must be consented to in writing by the Working Interest Owners committed hereto and responsible for the payment of any benefits which may accrue hereunder in behalf of such non-working interest.

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

30. TAXES. The Working Interest Owners shall render and pay for their account and the account of the Royalty Owners all valid taxes on or measured by the Unitized Substances in and under or that may be produced, gathered and sold from the land subject to this agreement after the effective date of this agreement, or upon the proceeds or net proceeds derived therefrom. The Working Interest Owners in each Tract may charge the proper proportion of said taxes to the Royalty Owners having interests in said Tract, and may currently retain and deduct sufficient of the Unitized Substances or derivative products, or net proceeds thereof, from the allocated share of each Royalty Owner to secure reimbursement for the taxes so paid. No such taxes

shall be charged to the State of New Mexico or to any lessor who has a contract with his lessee which requires the lessee to pay such taxes.

In order to avoid title failures which might incidentally cause the title to a Working Interest or Royalty Interest to fail, the owners of (1) the surface rights to each committed Tract, (2) severed mineral or royalty interest in said Tracts and improvements located on said Tracts not utilized for Unit Operations shall individually be responsible for the rendition and assessment, for ad valorem tax purposes, of all such property, and for the payment of such taxes, except as otherwise provided in any contract or agreement between such owners and a Working Interest Owner or Owners. If any ad valorem taxes are not paid by such owner responsible therefor when due, Unit Operator may, at any time prior to tax sale, pay the same, redeem such property and discharge such tax liens as may arise through nonpayment. In the event Unit Operator makes any such payment or redeems any such property from tax sale, Unit Operator shall be reimbursed therefor by the Working Interest Owners in proportion to their respective Unit Participations then in effect, and Unit Operator shall withhold from any proceeds derived from the sale of Unitized Substances otherwise due to said delinquent taxpayer or taxpayers an amount sufficient to defray the costs of such payment or redemption, such withholding to be distributed among the Working Interest Owners in proportion to their respective contributions toward such payment or redemption. Such withholding shall be without prejudice to any other remedy, either at law or in equity, which may be available for exercise by the Unit Operator or by the Working Interest Owners.

31. CONFLICT OF SUPERVISION. Neither the Unit Operator nor the Working Interest Owners or any of them shall be subject to any forfeiture, termination, or expiration of any rights hereunder or under any leases or contracts subject hereto, or to any penalty or liability on account of delay or failure in whole or in part to comply with any applicable provisions thereof to the extent that the said Unit Operator, Working Interest Owners, or any of them are hindered, delayed or prevented from complying therewith by reason

of the failure of the Unit Operator to obtain, in the exercise of due diligence, the concurrence of proper representatives of the State of New Mexico in and about any matters or things concerning which it is required herein that such concurrence be obtained. The parties hereto, including the Commission, agree that all powers and authority vested in the Commission in and by any provisions of this contract are vested in the Commission and shall be exercised by it pursuant to the provisions of the laws of the State of New Mexico and subject, in any case, to appeal or judicial review as may now or hereafter be provided by the laws of the State of New Mexico.

32. NO PARTNERSHIP. It is expressly agreed that the relation of the parties hereto is that of independent contractors and nothing in this agreement contained, express or implied, or any operations conducted hereunder, shall create or be deemed to have created a partnership or association between the parties hereto or any of them.

33. OIL RESERVATION AGREEMENT. Notwithstanding any other provisions of this agreement to the contrary, each Working Interest Owner reserves unto itself and expressly excepts from the provisions and effect of this agreement, the oil payment or oil payments applicable to the Unitized Substances specified for such Working Interest Owner in the Oil Reservation Agreement executed by the Working Interest Owners concurrently herewith, subject, however, to the provisions and terms of said Oil Reservation Agreement. It is further understood and agreed, however, that the rights and interests of Royalty Owners, as set out herein, shall in no manner be affected or altered by such reservations and exception by Working Interest Owners or by the provisions and terms of said Oil Reservation Agreement.

34. BORDER AGREEMENTS. Subject to the approval of the Commissioner, the Unit Operator, with concurrence of        per cent of the then Voting Interests of the Working Interest Owners, may enter into a border-protection agreement or agreements with the working interest owners of lands adjacent to the committed Tracts with respect to the operations in the border are for the maximum ultimate recovery, conservation purposes and proper protection of the parties and interest.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date first above written and have set opposite their respective names the date of execution and the address of each of the respective executing parties.

UNIT OPERATOR AND WORKING  
INTEREST OWNER

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Secretary

By \_\_\_\_\_

Date of Signature:

\_\_\_\_\_

EXHIBIT "A"

Santa Fe (Hurst) Lease (No. 3487)

Oil and Gas Lease dated November 23, 1923, by and between the Santa Fe Pacific Railroad Company, a corporation, Lessor, and Paul C. Hancock, Lessee, covering 687.80 acres situated in McKinley County, New Mexico, to wit:

All of Section One (1), Township Seventeen (17) North,  
Range Nine (9) West of the New Mexico Meridian,

and amended by Supplemental Agreement dated August 15, 1941 by said Lessor and Petroleum Products Corporation, Lessee.

Santa Fe (Osborne) Lease (No. 7668)

Oil and Gas Lease dated February 1, 1938 by and between the Santa Fe Pacific Railroad Company, a corporation, Lessor, and Clarence B. Osborne, et al, Lessee, covering 189.47 acres situated in McKinley County, New Mexico, to wit:

All of Lots Two (2), Three (3) and Four (4), and the East half of the Southwest Quarter (E/2 SW/4) of Section Thirty-one (31), Township Eighteen (18) North, Range Eight (8) West of the New Mexico Meridian.

State of New Mexico (No. 662) Lease

Oil and Gas Lease dated October 20, 1922 by and between the State of New Mexico (acting through its Commissioner of Public Lands) Lessor, and Theo N. Espe, Lessee, insofar and only insofar as said Lease covers 440 acres of land situated in McKinley County, New Mexico, to wit:

The Southeast Quarter of the Southwest Quarter (SE/4 SW/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4), the South half of the Northeast Quarter (S/2 NE/4) and the North half of the Southeast Quarter (N/2 SE/4) and the Southeast Quarter of the Southeast Quarter (SE/4 SE/4), the South half of the Northwest Quarter (S/2 NW/4) and the Northwest Quarter of the Northeast Quarter (NW/4 NE/4) and the Northeast Quarter of the Northwest Quarter (NE/4 NW/4) ALL in Section Thirty-six (36), Township Eighteen (18) North, Range Nine (9) West of the New Mexico Meridian.

State of New Mexico (B-1276) Lease

Oil and Gas Lease dated October 20, 1932 by and between the State of New Mexico (acting through its Commissioner of Public Lands) Lessor, and P. L. Nichol, Lessee, insofar and only insofar as said Lease covers 120 acres of land situated in McKinley County, New Mexico, to wit:

The West half of the Southwest Quarter (W/2 SW/4) and the Northeast Quarter of the Southwest Quarter (NE/4 SW/4) ALL in Section thirty-six (36), Township Eighteen (18) North, Range Nine (9) West of the New Mexico Meridian.



	(Acres)	(Acre - Feet)
WILSON	7.26	26.27
STATE "A"	50.52	562.72
STATE "B"	12.56	164.42
OSBORNE	0	0
SANTA FE	223.55	315.42
<b>TOTAL</b>	<b>293.89</b>	<b>6668.83</b>

EXHIBIT "D"

GROSS SAND ISOPACH  
SEVEN LAKES RESERVOIR  
ABOVE OIL - WATER CONTACT  
HOSP AH FIELD

McKINLEY COUNTY, NEW MEXICO

CONTOUR INTERVAL 10 FEET

EXHIBIT E-1

PART I

SEVEN LAKES SAND UNIT TRACT FACTORS

<u>Tract Number</u>	<u>Lease Name</u>	<u>Lease Description</u>	<u>Gross Acre Feet</u>	<u>Tract Factor*</u>
1	State of New Mexico (Wilson) Lease No. B-1276	W/2 SW/4, NE/4 SW/4 of Sec 36, T 18 N, R 9 W	26.27	0.3030
2	State of New Mexico Lease No. 662 Part A	SE/4 SW/4 & SW/4 SE/4 of Sec 36, T 18 N, R 9 W	562.72	6.4913
3	State of New Mexico Lease No. 662 Part B	S/2 NE/4, N/2 SE/4 & SE/4 SE/4 of Sec 36, T 18 N, R 9 W	164.42	1.8967
6	State of New Mexico Lease No. 662 Part C	S/2 NW/4, NW/4 NE/4, NE/4 NW/4 of Sec 36, T 18 N, R 9 W	-0-	-0-
Total State Leases			753.41	8.6910
4	Santa Fe Railroad Lease No. 3487	Sec 1, T 17 N, R 9 W, Lots 2, 3 & 4, E/2 SW/4	7,915.42	91.3090
5	Santa Fe Railroad (Osborne) Lease No. 7668	Sec 31, T 18 N, R 8 W	-0-	-0-
Total Santa Fe Railroad Leases			7,915.42	91.3090
Grand Total			8,668.83	100.0000

PART II

UNIT PARTICIPATION OF WORKING-INTEREST OWNERS\*\*

<u>Tract Number</u>	<u>Tract Factor</u>	<u>Working Interest</u>	<u>Unit Participation W.I. Owner</u>
1	0.3030	0.78500	0.2378
2	6.4913	0.82000	5.3229
3	1.8967	0.82500	1.5648
4	91.3090	0.83500	76.2430
5	0.0000	0.86000	0.0000
	100.0000		83.3685

\* As per cent of Gross Acre Feet

EXHIBIT E-2

PART I

HOSPAAH SAND UNIT TRACT FACTORS

<u>Tract Number</u>	<u>Lease Name</u>	<u>Lease Description</u>	<u>Floodable Acre Feet</u>	<u>Tract Factor*</u>
1	State of New Mexico (Wilson) Lease No. B-1276	W/2 SW/4, NE/4 SW/4 of Sec 36, T 18 N, R 9 W	850.87	4.6972
2	State of New Mexico Lease No. 662 Part A	SE/4 SW/4 & SW/4 SE/4 of Sec 36, T 18 N, R 9 W	3,386.44	18.6946
3	State of New Mexico Lease No. 662 Part B	S/2 NE/4, N/2 SE/4 & SE/4 SE/4 of Sec 36, T 18 N, R 9 W	3,669.55	20.2575
6	State of New Mexico Lease No. 662 Part C	S/2 NW/4, NW/4 NE/4, NE/4 NW/4 of Sec 36, T 18 N, R 9 W	-o-	-o-
Total State Leases			<u>7,906.86</u>	<u>43.6494</u>
4	Santa Fe Railroad Lease No. 3487	Sec 1, T 17 N R 9 W, Lots 2, 3 & 4, E/2 SW/4	9,823.71	54.2312
5	Santa Fe Railroad (Osborne) Lease No. 7668	Sec 31, T 18 N, R 8 W	383.93	2.1195
Total Santa Fe Railroad Leases			<u>10,207.64</u>	<u>56.3506</u>
Grand Total			<u>18,114.50</u>	<u>100.0000</u>

PART II

UNIT PARTICIPATION OF WORKING INTEREST OWNERS\*\*

<u>Tract Number</u>	<u>Tract Factor</u>	<u>Working Interest</u>	<u>Unit Participation W.I. Owner</u>
1	4.6972	0.78500	3.6873
2	18.6946	0.82000	15.3296
3	20.2575	0.82500	16.7124
4	54.2312	0.83500	45.2830
5	<u>2.1195</u>	0.86000	<u>1.8228</u>
	100.0000		82.8351

\* As per cent of Floodable Acre Feet

\*\* All working interest owned by Texstar