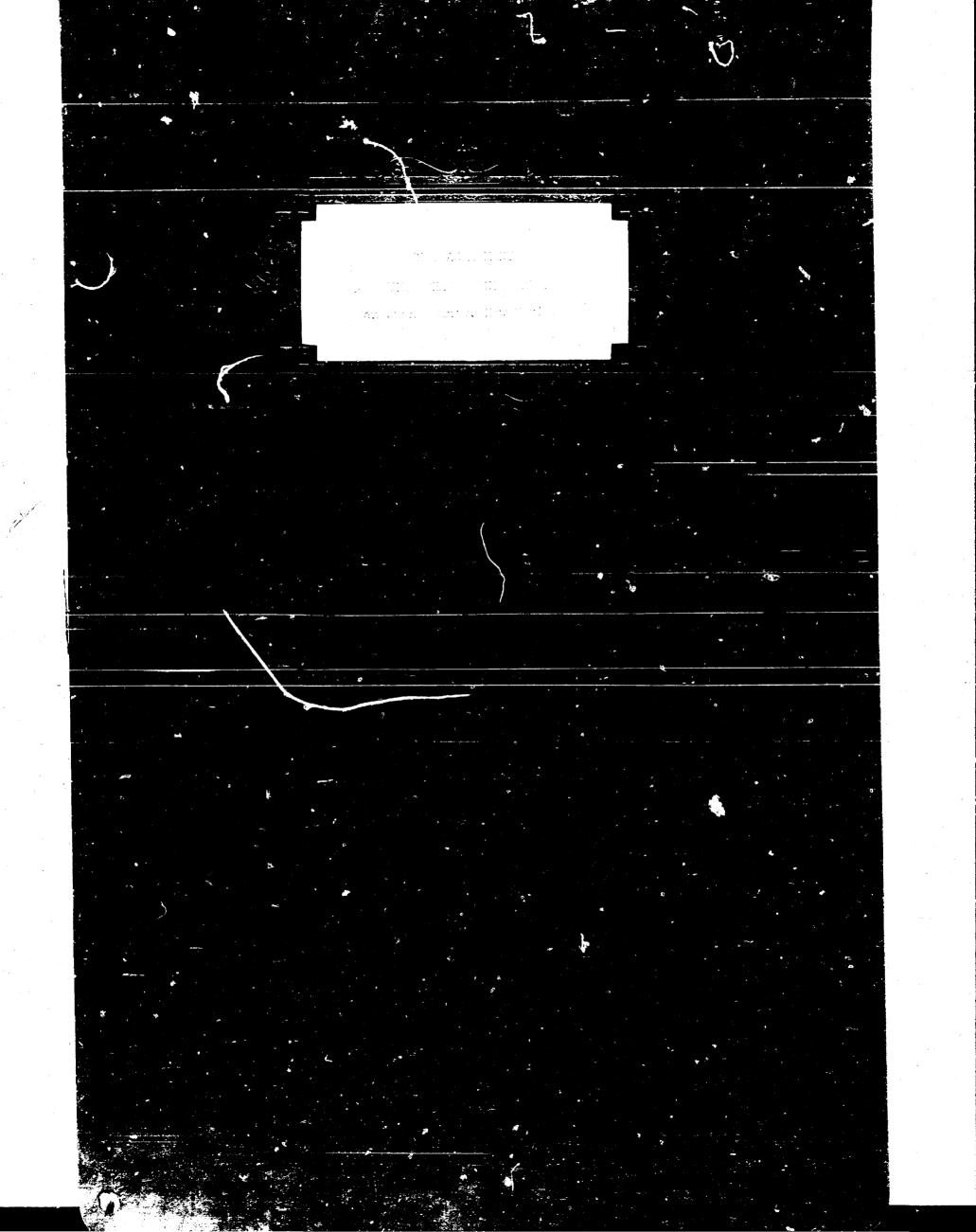
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Application, Transcript,
Small Exhibits, Etc.



UNIT AGREEMENT

FOR THE DEVELOPMENT AND OPERATION OF THE SOUTH CHACO UNIT AREA COUNTY OF SAN JUAN, STATE OF NEW MEXICO NO. 4-08-001-2958

THIS AGREEMENT, made and entered into as of the 19th day of December, 1955, 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 Mineral Leasing Act of February 25, 1920, 41 Stat. 437, as amended, 30 U.S.C. Sections 181 et seq., authorizes federal lessees and their representatives to unite with each other or jointly or separately with others in collectively adopting and operating a cooperative or unit plan of development or operation of any oil or gas pool, field or like area or any part thereof for the purpose of more properly conserving the natural resources thereof whenever determined and certified by the Secretary of the Interior to be necessary or advisable in the public interest; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Chapter 88 Laws of 1943) to consent to and approve the development or operation of lands of the State of New Mexico under this Agreement; and

WHEREAS, the rules and regulations governing the leasing of restricted allotted and tribal Indian lands for oil and gas except allotments made to the members of the five civilized tribes and Osage Indians in Oklahoma, promulgated by the Secretary of the Interior (25 C.F.R. 189.24(c)) under and pursuant to the Act of March 3, 1909, 35 Stat. 783, 25 U.S.C. Section 396 and the Tribal Land Mineral Leasing Act of May 11, 1938, 52 Stat. 347, 25 U.S.C. Section 396a et seq., and the oil and gas leases covering said allotted and tribal Indian lands provide for the commitment of such leases to a cooperative or unit plan of development or operation; and

WHEREAS, the Oil Conservation Commission of the State of New Mexico is authorized by an Act of the Legislature (Chapter 72 Laws of 1935, as amended by Chapter 193, Laws of 1937, Chapter 166, Laws of 1941, and Chapter 168, Laws

of 1949) to approve this Agreement and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interest in the South Chaco Unit Area covering the land hereinafter described to give reasonably effective control of operations thereon; and

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

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

1. ENABLING ACT AND REGULATIONS.

The act of February 25, 1920, as amended, supra, and all valid pertinent regulations, including operating and unit plan regulations, heretofore issued thereunder or valid pertinent and reasonable regulations hereafter issued thereunder are accepted and made a part of this agreement as to federal lands, provided such regulations are not inconsistent with the terms of this agreement; as to Indian lards, the acts of March 3, 1909, and May 11, 1938, supra, and all valid pertinent regulations including operating and unit plan regulations hereafter issued thereunder or valid pertinent and reasonable regulations hereafter issued thereunder are accepted and made a part of this agreement, provided such regulations are not inconsistent with the terms of this agreement; and as to State of New Mexico lands, the oil and gas operating regulations in affect as of the effective date hereof governing drilling and producing operations not inconsistent with the terms hereof or the laws of New Mexico are hereby accepted and made a part of this agreement.

2. UNIT AREA.

The following described land is hereby designated and recognized as constituting the Unit Area:

Township 22 North. Range 8 West
Sections 1 through 36: All;

Township 22 North, Range 9 West

Sections 1 through 36: All; containing 46,123.08 acres, more or less.

Exhibit "A" attached hereto is a map showing the Unit Area and the boundaries and identity of tracts and leases in said area to the extent known to the Unit Operator. Exhibit "B" attached hereto is a schedule showing to the extent known to the Unit Operator the acreage, percentage, and kind of ownership of oil and gas interests in all land in the unit area. 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 owned by such party. Exhibits "A" and "B" shall be revised by the Unit Operator whenever changes in the unit area render such revision necessary or when requested by the Oil and Gas Supervisor, hereinafter referred to as "Supervisor," or when requested by the Commissioner of Public Lands of the State of New Mexico, hereinafter referred to as "State Commissioner, " and not less than seven (7) copies of the revised exhibits shall be filed with the Supervisor and one (1) copy thereof shall be filed with the State Commissioner and one (1) copy with the New Mexico Oil Conservation Commission, hereinafter referred to as "State Commission." The Commissioner of Indian Affairs shall hereafter be referred to as the "Indian Commissioner."

The above described unit area shall, when practicable, be expanded to include therein any additional tract or tracts regarded as reasonably necessary or advisable for the purposes of this Agreement, or shall be contracted to exclude lands not within any participating area whenever such expansion or contraction is necessary or advisable to conform with the provisions of this Agreement. Such expansion or contraction shall be effected in the following manner:

(a) Unit Operator, on its own motion or on demand of the Director of the Geological Survey, hereinafter referred to as "Director," or on demand of the State Commissioner, after preliminary concurrence by the Director, shall prepare a notice of proposed expansion or contraction describing the contemplated changes in the boundaries of the unit area, the reasons therefor, and the proposed effective date thereof, preferably the first day of a month subsequent to the date of notice.

- (b) Said notice shall be delivered to the Supervisor, the State Commissioner and the State Commission, and copies thereof mailed to the last known address of each working interest owner, lessee, and lessor whose interests are affected, advising that thirty (30) days will be allowed for submission to the Unit Operator of any objections.
- (c) Upon expiration of the 30-day period provided in the preceding item (b) hereof, Unit Operator shall file with the Supervisor, the State Commissioner and the State Commission, evidence of mailing of the notice of expansion or contraction and a copy of any objections thereto which have been filed with the Unit Operator, together with an application, in sufficient number, for approval of such expansion or contraction, and with appropriate joinders.
- (d) After due consideration of all pertinent information, the expansion or contraction shall, upon approval by the Director, the State Commissioner and the State Commission, become effective as of the date prescribed in the notice thereof.
- (e) All legal subdivisions of unitized lands (i.e., 40 acres by Government survey or its nearest lot or tract equivalent in instances of irregular surveys, however, unusually large lots or tracts shall be considered in multiples of 40 acres, or the nearest aliquot equivalent thereof, for the purpose of elimination under this subsection), no parts of which are entitled to be in a participating area within 5 years after the first day of the month following the effective date of the first initial participating area established under this Unit Agreement, shall be eliminated automatically from this Agreement, effective as of the first day thereafter, and such lands shall no longer be a part of the unit area and shall no longer be subject to this Agreement, unless at the expiration of said 5-year period diligent drilling operations are in progress on unitized lands not entitled to participation, in which event all such lands shall remain subject hereto for so long as such drilling operations are continued diligently, with not more than 90 days' time elapsing between the completion of one such well and the commencement of the next such well, except that the time allowed between such wells shall not expire earlier than 30 days after the expiration of any period of time during which drilling operations are prevented by a matter beyond the reasonable control of Unit Operator as set forth in the section hereof entitled, "Unavoidable Delay"; provided that all

legal subdivisions of lands not in a participating area and not entitled to become participating under the applicable provisions of this agreement within 10 years after said first day of the month following the effective date of said first nitial participating area shall eleiminated as above specified. Determination of creditable "Unavoidable Delay" time shall be made by Unit Operator and subject to approval of the Director. The Unit Operator shall, within 90 days after the effective date of any elimination hereunder, describe the area so eliminated to the satisfaction of the Director and promptly notify all parties in interest.

If conditions warrant extension of the 10-year period specified in this subsection 2(e), a single extension of not to exceed 2 years may be accomplished by consent of the owners of 90% of the current unitized working interests and 60% of the current unitized basic royalty interests (exclusive of the basic royalty interests of the United States), on a total-nonparticipating-acreage basis, respectively, with approval of the Director, provided such extension application is submitted to the Director not later than 60 days prior to the expiration of said 10-year period.

Any expansion of the unit area pursuant to this section which embraces lands theretofore eliminated pursuant to this subsection 2(e) shall not be considered automatic commitment or recommitment of such lands.

3. UNITIZED LAND AND UNITIZED SUBSTANCES.

All land committed to this Agreement shall constitute land referred to herein as "unitized land" or "land subject to this Agreement." All oil and gas in any and all formations of the unitized land are unitized under the terms of this Agreement and herein are called "unitized substances."

4. UNIT OPERATOR.

Midland, Texas, is hereby designated as Unit Operator and by signature hereto as Unit Operator commits to this Agreement all interests in unitized substances vested in it as set forth in Exhibit "L" hereto and agrees and consents to accept the duties and obligations of Unit Operator for the discovery, development and production of unitized substances as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of 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 an interest is owned by it.

5. RESIGNATION OR REMOVAL OF UNIT OPERATOR.

Unit Operator shall have the right to resign at any time prior to the establishment of a participating area or areas hereunder, 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 six (6) months after notice of intention to resign has been served by Unit Operator on all working interest owners and the Director, the State Commissioner and the State Commission, and until all wells then drilled hereunder are placed in a satisfactory condition for suspension or abandonment, whichever is required by the Supervisor as to federal and Indian lands and by the State Commission as to state and privately-owned 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.

Unit Operator shall have the right to resign in like manner and subject to like limitations as above provided at any time a participating area established hereunder is in existence, but, at any time for any reason whatsoever there is no Unit Operator, until a successor Unit Operator is selected and approved as hereinafter provided, the working interest owners shall be jointly responsible for performance of the duties of Unit Operator, and shall not later than thirty (30) days before resignation or removal becomes effective appoint a common agent to represent them in any action to be taken hereunder.

The resignation of Unit Operator shall not release Unit Operator from any liability for any 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 the same percentage vote of the owners of working interests determined in like manner as herein provided for the selection of a new Unit Operator. Such removal shall be effective upon notice thereof to the Director, the State Commissioner and the State Commission. If removal because of default or failure occurs during the existence of a participating area established hereunder, the working

interest owners jointly shall be responsible for performance of the duties of the Unit Operator until a successor Unit Operator is selected and approved as herein provided and shall, not later than the effective date of such removal, 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 interest 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 and owned by the working interest owners to the new duly qualified successor Unit Operator or to the owners 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.

6. SUCCESSOR UNIT OPERATOR.

Whenever the Unit (perator shall tender his or its resignation as Unit Operator or shall be removed as hereinabove provided, the owners of the working interests in the participating area or areas according to their respective acreage interests in such participating area or areas, or until a participating area shall have been established, the owners of the working interests according to their respective acreage interests in all unitized land, shall by majority vote select a successor Unit Operator; provided, that, if a majority but less than seventyfive percent (75%) of the working interests qualified to vote are owned by one party to this Agreement, a concurring vote of sufficient additional working interest owners shall be required so as to constitute in the aggregate not less than seventy-five percent (75%) of the total working interests in order to select a new operator. Such selection shall not become effective until (a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and (b) the selection shall have been approved by the Director and State Commissioner. If no successor Unit Operator is selected and qualified as herein provided, the Director and State Commissioner at their election may declare this Unit Agreement terminated.

7. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT.

If the Unit Operator is not the sole owner of working interests, costs, and expenses incurred by Unit Operator in conducting unit operations

hereunder shall be paid in the first instance by Unit Operator and such costs and expenses so paid by Unit Operator shall be apportioned among and borne by the owners of working interests and the Unit Operator reimbursed, all in accordance with the agreement or agreements entered into by and between the Unit Operator and the owners of working interests, whether one or more, separately or collectively. Any agreement or agreements, entered into between the working interest owners and the Unit Operator as provided in this section, whether one or more, are herein referred to as the "unit operating agreement." Such 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 may be agreed upon by Unit Operator and the working interest owners; however, no such unit operating agreement shall be deemed either to modify any of the terms and conditions of this Unit Agreement or to relieve the Unit Operator of any right or obligation established under this Unit Agreement, and in case of any inconsistency or conflict between the Unit Agreement and the unit operating agreement, this Unit Agreement shall prevail. Three true copies of any unit operating agreement executed pursuant to this section should be filed with the Supervisor prior to approval of this Agreement.

Notwithstanding any provision contained herein to the contrary, each working interest camer shall have the right to take such owner's proportionate share of the unitized substances in kind or to personally sell or dispose of the same, and nothing herein contained shall be construed as giving or granting to the Unit Operator the right to sell or otherwise dispose of the proportionate share of any working interest owner without specific authorization from time to time so to do.

8. 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 which are necessary or convenient for prospecting for, producing, storing, allocating, and distributing the unitized substances are hereby delegated to and shall be exercised by the Unit Operator as herein provided. Acceptable evidence of title

to said rights shall be deposited with said Unit Operator and, together with this Agreement, shall constitute and define the rights, privileges, and obligations of Unit Operator. Nothing herein, however, shall be construed to transfer title to any land or to any lease or operating agreement, it being understood that under this Agreement the Unit Operator, in its capacity as Unit Operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein specified.

9. DRILLING TO DISCOVERY.

Within six (6) months after the effective date hereof, Unit Operator shall begin to drill two (2) initial test wells, i.e., one in T. 22 N., R. 8 W., and one in T. 22 N., R. 9 W., at locations approved by the Supervisor if on federal or Indian land, or the State Commission if on state or privately-owned land, unless on such effective date a well is being drilled conformably with the terms hereof, and thereafter continue such drilling diligently until the base of the Dakota formation has been tested in each of said two (2) wells or the Unit Operator shall at any time establish to the satisfaction of the Supervisor if on federal or Indian land, or the State Commissioner if on state land, or the State Commission if on privately-owned land that the further drilling of any or all of said wells would be unwarranted or impracticable; provided, however, that Unit Operator shall not in any event be required to drill said wells to a depth in excess of five thousand seven hundred (5,700) feet. Not later than six (6) months after the respective completion of each of said initial test wells, Unit Operator shall begin to drill a second Dakota test well in each of said townships, and continue such drilling diligently to completion as aforesaid. The four (4) exploratory test wells required herein shall be located not less than one mile from each other and shall be drilled without extensions of time for commencement thereof, and regardless of whether discovery of unitized substances in paying quantities (to wit: quantities sufficient to repay the costs of drilling, and producing operations, with a reasonable profit) is made in any one or all of said wells.

After completion of the four (4) wells specified in the foregoing paragraph and until the discovery of a deposit of unitized substances capable of being produced in paying quantities, Unit Operator shall continue drilling diligently one well at a time, allowing not more than six (6) months between

the completion of one well and the beginning of the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of the Supervisor, if on federal or Indian land, the State Commissioner, if on state land, or the State Commission, if on private land, or until it is reasonably proved that the unitized land is incapable of producing unitized substances in paying quantities in the formations drilled hereunder. Nothing in this section shall be deemed to limit the right of Unit Operator to resign as provided in Section 5 hereof, or as requiring Unit Operator to commence or to continue any drilling during the period pending such resignation becoming effective in order to comply with the requirements of this section. After the completion of said four (4) required wells, the Director and State Commissioner may modify the drilling requirements of this section by granting reasonable extensions of time when, in their opinion, such action is warranted.

Upon failure to comply with the drilling provisions of this section, the Director and the State Commissioner may, after reasonable notice to the Unit Operator, and each working interest owner, lessee, and lessor at their last known addresses, declare this Unit Agreement terminated.

10. PLAN OF FURTHER DEVELOPMENT AND OPERATION.

Within six (6) months after the completion of a well capable of producing unitized substances in paying quantities, the Unit Operator shall submit for the approval of the Supervisor, the State Commissioner and the State Commission an acceptable plan of development and operation for the unitized land which, when approved by the Supervisor, the State Commissioner and the State Commission shall constitute the further drilling and operating obligations of the Unit Operator under this Agreement for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for the approval of the Supervisor, the State Commissioner and the State Commission, a plan for an additional specified period for the development and operation of the unitized land. Any plans submitted pursuant to this section shall provide for the exploration of the unitized area and for the diligent drilling necessary for determination of the area or areas thereof capable of producing unitized substances in paying quantities in each and every productive formation and shall be as complete

and adequate as the Supervisor and the State Commissioner and the State Commission may determine to be necessary for timely development and proper conservation of the oil and gas resources of the unitized area and shall (a) specify the number and locations of any wells to be drilled and the proposed order and time for such drilling; and (b) to the extent practicable specify the operating practices regarded as necessary and advisable for proper conservation of natural resources. Separate plans may be submitted for separate productive zones, subject to the approval of the Supervisor, the State Commissioner and the State Commission. Said plan or plans shall be modified or supplemented when necessary to meet changed conditions or to protect the interests of all parties to this Agreement. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of development.

The Supervisor and State Commissioner are authorized to grant a reasonable extension of the six (6) months period herein prescribed for submission of an initial plan of development where such action is justified because of unusual conditions or circumstances. After completion hereunder of a well capable of producing oil or gas in paying quantities, no further wells, except such as may be necessary to afford protection against operations not under this Agreement, or such undrilled initial test wells specified in Section 9 above, or such as may be specifically approved by the Supervisor and the State Commissioner shall be drilled except in accordance with a plan of development approved as herein provided.

11. PARTICIPATION AFTER DISCOVERY.

Upon completion of a well capable of producing unitized substances in paying quantities, the Unit Operator shall, within the month of completion, if practicable, or as soon thereafter as required by the Supervisor or the State Commissioner, submit for approval by the Supervisor, the State Commissioner and the State Commission, a schedule based on subdivisions of the public land survey or aliquot parts thereof, of all unitized land then regarded as reasonably proved to be productive of unitized substances in paying quantities; all land in said schedule, on approval of the Supervisor, the State Commissioner and the State Commission to constitute a participating area, effective as of the date of completion of such well, or the effective date of this Unit Agreement, whichever is later. Said schedule shall set forth the percentage of unitized substances to be allocated as herein provided, to each unitized tract in the participating area so established, and said schedule shall govern the allocation from and after the date the participating area becomes effective. A separate participating area shall be established in like manner

for each separate pool or deposit of unitized substances, or for any group thereof produced as a single zone or pool, and any two or more participating areas so established may be combined into one with the consent of the owners of all working interest of the lands so to be combined and the approval of the Supervisor, the State Commissioner and the State Commission. The participating area or areas so established and approved shall be revised from time to time, subject to like approval, whenever such action appears proper as a result of further drilling operations or otherwise to include additional land then regarded as reasonably proved to be productive in paying quantities, or to exclude land then regarded as reasonably proved not to be productive, and the percentage of allocation shall also be revised accordingly. The effective date of any revision shall be the first of the month in which is obtained the knowledge or information on which such revision is predicated, provided, however, that a more appropriate effective date may be used if justified by the Unit Operator and approved by the Director. No land shall be excluded from a participating area on account of depletion of the unitized substances.

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

In the absence of agreement at any time between the Unit Operator and the Director, the State Commissioner and the State Commission as to the proper definition or redefinition of a participating area, or until a participating area has, or areas have, been established as provided herein, the portion of all payments affected thereby may be impounded in a manner mutually acceptable to the owners of working interests, except royalties due the United States, Indians and the State of New Mexico, which shall be determined by the Supervisor for federal or Indian lands and the State Commissioner for state lands and the

amount thereof deposited as directed by the Supervisor and the State Commissioner respectively to be held as unearned money until a participating area is finally approved and then applied as earned or returned in accordance with a determination of the sum due as federal, Indian and state royalty on the basis of such approved participating area.

Whenever it is determined, subject to the approval of the Supervisor as to wells drilled on federal and Indian land and of the State Commissioner as to wells drilled on state land, and the State Commission as to wells on privately-owned land, that a well drilled under this Agreement is not capable of production in paying quantities and inclusion of the land on which it is situated in a participating area is unwarranted, production from such well shall, for the purposes of settlement among royalty interest owners, be allocated to the land on which the well is located so long as such land is not within a participating area established for the pool or deposit from which such production is obtained. Settlement for working interest benefits from such a well shall be made as provided in the unit operating agreement.

12. ALLOCATION OF PRODUCTION.

All unitized substances produced from each participating area established under this Agreement, except any part thereof used in conformity with good operating practices within the unitized area for drilling, operating, camp and other production or development purposes, for repressuring or recycling in accordance with a plan of development approved by the Supervisor, the State Commissioner and the State Commission, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of unitized land of the participating area established for such production and, for the purpose of determining any benefits accruing under this Agreement, each such tract of unitized land shall have allocated to it such percentage of said production as the number of acres of such tract included in said participating area bears to the total acres of unitized land in said participating area, except that allocation of production hereunder for purposes other than for settlement of the royalty, overriding royalty, or payment out of production obligations of the respective working interest owners, shall be on the basis prescribed in the unit operating agreement whether in conformity with the basis of allocation herein set forth or

otherwise. It is hereby agreed that production of unitized substances from a participating area shall be allocated as provided herein regardless of whether any wells are drilled on any particular part or tract of said participating area. If any gas produced from one participating area is used for repressuring or recycling purposes in another participating area, the first gas withdrawn from such last mentioned participating area for sale during the life of this Agreement shall be considered to be the gas so transferred until an amount equal to that transferred shall be so produced for sale and such gas shall be allocated to the participating area from which initially produced as constituted at the time of such final production.

13. DEVELOPMENT OR OPERATION OF NON-PARTICIPATING LAND OR FORMATIONS AND DRILLING OF WELLS NOT MUTUALLY AGREED UPON.

Any party or parties hereto owning or controlling the working interests or a majority of the working interests in any unitized land having thereon a regular well location may, with the approval of the Supervisor as to federal or Indian land, and the State Commission as to state land and privately-owned land, and subject to the provisions of the unit operating agreement, at such party's sole risk, cost, and expense drill a well to test any formation for which a participating area has not been established or to est any formation for which a participating area has been established if such location is not within said participating area, or drill any well not mu' lly agreed to by all interested parties, unless within minety (90) days of receipt of notice from said party of his intention to drill the well the Unit Operator elects and commences to drill such well in like manner as other wells are drilled by the Unit Operator under this Agreement.

If any well drilled as aforesaid by a working interest owner results in production such that the land upon which it is situated may properly be included in a participating area, such participating area shall be established or enlarged as provided in this Agreement, and the party or parties paying the cost of drilling such well shall be reimbursed as provided in the unit operating agreement for the cost of drilling such well, and the well shall thereafter be transferred to and operated by Unit Operator in accordance with the terms of this Agreement and the unit operating agreement.

If any well drilled as aforesaid by a working interest owner obtains production in quantities insufficient to justify the inclusion in a participating

area of the land upon which such well is situated, such well may be operated and produced by the party drilling the same subject to the conservation requirements to this Agreement. The royalties in amount or value of production from any such well shall be paid as specified in the underlying lease and agreements affected.

14. ROYALTY SETTLEMENT.

The United States, the Indians and the State of New Mexico and all royalty owners who, under existing contracts, are entitled to take in kind a share of the substances now unitized hereunder produced from any tract, shall hereafter be entitled to the right to take in kind their share of the unitized substances allocated to such tract, and Unit Operator, or in case of the operation of a well by a working interest owner as herein in special cases provided for, such working interest owner, shall make deliveries of such royalty share taken in kind in conformity with the applicable contracts, laws, and regulations. Settlement for royalty interest 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.

If gas obtained from lands not subject to this Agreement is introduced into any participating area of the lands being operated hereunder, for use in repressuring, stimulation of production, or increasing ultimate recovery, which shall be in conformity with a plan first approved by the Supervisor, the State Commissioner and the State Commission, a like amount of gas, after settlement as herein provided for any gas transferred from any other participating area and with due allowance for loss or depletion 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 at such time as may be provided in the plan of operations or as may otherwise be consented to by the Supervisor, the State Commissioner and the State Commission as conforming to good petroleum ergineering practice; and

provided further, that such right of withdrawal shall terminate on the termination of this Unit Agreement.

Royalty due the United States and the Indians shall be computed as provided in the operating regulations and paid in value or delivered in kind as to all unitized substances on the basis of the amounts thereof ellocated to unitized federal or Indian land as provided herein at the rates specified in the respective federal or Indian leases, or at such lower rate or rates as may be authorized by law or regulation; provided, that for leases on which the royalty rate depends on the daily average production per well, said average production shall be determined in accordance with the operating regulations as though each participating area were a single consolidated lease.

Royalty due on account of state and privately-owned lands shall be computed and paid on the basis of all unitized substances allocated to such lands.

15. RENTAL SETTLEMENT.

Rental or minimum royalties due on leases committed hereto shall be paid by working interest owners responsible therefor under existing contracts, laws, and regulations, provided that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any rental or minimum royalty in lieu thereof due under their leases. Hental or minimum royalty for lands of the United States and Indian lands subject to this Agreement shall be paid at the rate specified in the respective leases from the United States and Indians unless such rental or minimum royalty is waived, suspended, or reduced by law or by approval of the Secretary or his duly authorized representative.

Rentals on State of New Mexico lands subject to this Agreement shall be paid at the rates specified in the respective leases.

With respect to any committed lease on non-federal or non-Indian land containing provisions which would terminate such lease unless drilling operations were within the time therein specified commenced upon the land covered thereby or rentals paid for the privilege of deferring such drilling operations, the entals required thereby shall, notwithstanding any other provision of this Agreement, be deemed to accrue and become payable during

the term thereof as extended by this Agreement and thereafter until the required drilling operations are commenced upon the land covered thereby or some portion of such land is included within a participating area.

16. <u>CONSERVATION</u>.

Operations hereunder and production of unitized substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by or pursuant to state or federal law or regulation.

17. DRAINAGE.

The Unit Operator shall take appropriate and adequate measures to prevent drainage of unitized substances from unitized land by wells on land not subject to this Agreement, including wells on adjacent unit areas, or with the consent of the Director of the State Commissioner, respectively, pursuant to applicable regulations pay a fair and reasonable compensatory royalty as determined by the Supervisor for federal or Indian lands or as approved by the State Commissioner for state lands.

18. LEASES AND CONTRACTS CONFORMED ALD EXTENDED.

The terms, conditions, and provisions of all leases, subleases, and other contracts relating to exploration, drilling, development, or operation for oil or gas of 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 Secretary as to federal and Indian leases and the State Commissioner as to state leases shall and each by his approval hereof, or by the approval hereof by his duly authorized representative, does herby establish, alter, change, or revoke the drilling, producing, rental, minimum royalty, and royalty requirements of federal, Indian and 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 subject to this Agreement, regardless of whether there is any development of any particular part or tract of the unit area, notwithstanding anything
to the contrary in any lease, operating agreement or other contract by and between
the parties hereto, or their respective predecessors in interest, or any of them.

- (b) Drilling and producing operations performed hereunder upon any tract of unitized lands 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 Secretary and the State Commissioner (or their duly authorized representatives) 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 or gas of lands other than those of the United States and the Indians, 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. Termination of this Agreement shall not affect any lease which, pursuant to the terms thereof or applicable law, shall continue in full force and effect thereafter.
- (e) Any federal lease for a fixed term of twenty (20) years or any renewal thereof or any part of such lease which is made subject to this Agreement shall continue in force beyond the term provided therein until the termination hereof. Any other federal or Indian lease committed hereto shall continue in force beyond the term so provided therein or by law as to the committed land so long as such land remains subject hereto, provided that production is had in paying quantities under this Agreement prior to the expiration date of the term of such lease.
- (f) Each sublease or contract relating to the operation and development of unitized substances from lands of the United States, or the Indians,
 committed to this Agreement, which by its terms would expire prior to the
 time at which the underlying lease, as extended by the immediately preceding

peragraph, will expire, 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 the underlying lease as such term is herein extended.

- (g) The segregation of any federal lease committed to this Agreement is governed by the following provision in the fourth paragraph of Sec. 17(b) of the Act, as amended by the Act of July 29, 1954, (68 Stat. 583, 585): "Any (federal) lease hereafter committed to any such (unit) plan embracing lands that are in part within and in part outside of the area covered by any such plan shall be segregated into separate leases as to the lands committed and the lands not committed as of the effective date of unitization: Provided, however, That any such lease as to the nonunitized portion shall continue in force and effect for the term thereof but for not less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities."
- (h) Any lease, other than a federal lease, having only a portion of its lands committed hereto shall be segregated as to the portion committed and the portion not committed, and the provisions of such lease shall apply separately to such segregated portions commencing as of the effective date hereof. In the event any such lease provides for a lump-sum rental payment, such payment shall be prorated between the portions so segregated in proportion to the acreage of the respective tracts. Provided, however, 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, or from a well spacing unit defined or approved by the Commission including some part of the lands embraced in such lease, committed to this Agreement, or if production in paying quantities is being produced from some part of the lands embraced in such lease outside this unit area, 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 in such lease, or on a well spacing unit defined or approved by the Commission including some part of the lands embraced in such lease, the

same as to all lands embraced therein 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 lands embraced therein, and so long thereafter as unitized substances in paying quantities are being produced from any portion of said lands.

19. COVENANTS RUN WITH LAND.

The covenants herein shall be construed to be covenants running with the land with respect to the interest 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, royalty, or other 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.

20. EFFECTIVE DATE AND TERM.

This Agreement shall become effective upon approval by the Indian Commissioner, the Director, and the State Commissioner, or their duly authorized representatives, and shall terminate on July 1, 1960, unless (a) such date of expiration is extended by the Director and State Commissioner, or (b) it is reasonably determined prior to the expiration of the fixed term or any extension thereof that the unitized land is incapable of production of unitized substances in paying quantities in the formations tested hereunder and after notice of intention to terminate the Agreement on such ground is given by the Unit Operator to all parties in interest at their last known addresses, the Agreement is terminated with the approval of the Director and State Commissioner, or (c) a valuable discovery of unitized substances has been made on unitized land during said initial term or any extension thereof, in which event the Agreement shall remain in effect for such term and so long as unitized substances can be produced in paying quantities, i.e., in this particular instance in quantities sufficient to pay for the cost of producing same from wells on unitized land within any participating area established hereunder and, should

production cease, so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as the unitized substances so discovered can be produced as aforesaid, or (d) it is terminated as heretofore provided in this Agreement.

This Agreement may be terminated at any time by not less than seventyfive (75) per centum, on an acreage basis, of the owners of working interests
signatory hereto, with the approval of the Director and State Commissioner;
notice of any such approval to be given by the Unit Operator to all parties
hereto.

21. RATE OF PROSPECTING, DEVELOPMENT, AND PRODUCTION.

All production and the disposal thereof shall be in conformity with allocations and quotas made or fixed by any duly authorized person or regulatory body under any federal or state statute. The Director is hereby vested with authority to alter or modify from time to time, in his discretion, the rate of prospecting and development and within the limits made or fixed by the State Commission to alter or modify the quantity and rate of production under this agreement, such authority being hereby limited to alteration or modification in the public interest, the purpose thereof and the public interest to be served thereby to be stated in the order of alteration or modification; provided, further, that no such alteration or modification shall be effective as to any land of the State of New Mexico as to the rate of prospecting and development in the absence of the specific written approval thereof by the State Commissioner and as to any lands of the State of New Mexico or privately-owned lands subject to this Agreement as to the quantity and rate of production in the absence of specific written approval thereof by the State Commission.

Powers in this section vested in the Director shall only be exercised after actice to Unit Operator and opportunity for hearing to be held not less than fifteen (15) days from notice.

22. CONFLICT OF SUPERVISION.

Neither the Unit Operator nor the working interest owners nor any of them shall be subject to any forfeiture, termination or expiration of any rights hereunder or under any leases or contracts subject hereto, or to any penalty or liability on account of delay or failure in whole or in part to comply with any applicable provision 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 failure of the Unit Operator to obtain, in the exercise of due diligence, the concurrence of proper representatives of the United States and proper representatives of the State of New Mexico in and about any matters or thing concerning which it is required herein that such concurrence be obtained. The parties hereto, including the State Commission, agree that all powers and authority vested in the State Commission in and by any provisions of this contract are vested in the State 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.

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 Department of the Interior, the Commissioner of Public Lands and the New Mexico Oil Conservation Commission and to appeal from orders issued under the regulations of said Department, the State Commission or State Commissioner, or to apply for relief from any of said regulations or in any proceedings relative to operations before the Department of the Interior, the State Commissioner or State Commission, or any other legally constituted authority; provided, however, that any other interested party shall also have the right at his own expense to be heard in any such proceeding.

24. NOTICES.

All notices, demands or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given if given in writing and personally delivered to the party or sent by postpaid registered mail, addressed to such 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 any 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 wherein said unitized lands are located, or of the United States, 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 produce unitized substances from any of the lands covered by this Agreement shall be suspended while, but only so long as, the Unit Operator despite the exercise of due care and diligence is prevented from complying with such obligations, in whole or in part, by strikes, 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. FAIR EMPLOYMENT.

In connection with the performance of work under this Agreement, the Unit Operator agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Unit Operator agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The Unit Operator agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

28. LOSS OF TITLE.

In the event title to any tract of unitized land shall fail and the true owner cannot be induced to join in this Unit Agreement, so that such tract is not committed to this Unit Agreement, or the operation thereof hereunder becomes impractical as a result thereof, such tract shall be automatically regarded as not committed hereto and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In

the event of a dispute as to title as to any royalty, working interest, or other interests subject thereto, payment or delivery on account thereof may be withheld without liability for interest until the dispute is finally settled; provided, that, as to federal, Indian and state land or leases, no payments of funds due the United States, Indians or the State of New Mexico should be withheld, but such funds of the United States shall be deposited as directed by the Supervisor, and such funds of the State shall be deposited as directed by the State Commissioner, 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 any title hereunder.

29. NON-JOINDER AND SUBSECUENT JOINDER.

If the owner of any substantial interest in a tract within the unit area fails or reguses to subscribe or consent to this Agreement, the owner of the working interest in that tract may withdraw said tract from this Agreement by written notice to the Director, the State Commissioner and the Unit Operator prior to the approval of this Agreement by the Director. Any such tract not so withdrawn shall be considered as unitized, and any necessary adjustments of royalty occasioned by failure of the royalty and record owner to join will be for the account of the corresponding working interest owner. Any oil or gas interests in lands within the unit area not committed hereto prior to submission of this Agreement for final approval may thereafter be committed hereto by the owner or owners thereof subscribing or consenting to this Agreement, and, if the interest is a working interest, by the owner of such interest also subscribing to the unit operating agreement. After operations are commenced hereunder, the right of subsequent joinder, as provided in this section, by a working interest owner is subject to such requirements or approvals, if any, pertaining to such joinder, as may be provided for in the unit operating agreement. After final approval hereof, joinder by a nonworking interest owner must be consented to in writing by the working interest owner committed hereto and responsible for the payment of any benefits that may accrue hereunder in behalf of such non-working interest. Prior to final approval hereof, joinder by any owner of a non-working interest must be

interest in order for the interest to be regarded as effectively committed hereto. Joinder to the Unit Agreement by a working-interest owner, at any time, must be accompanied by appropriate joinder to the unit operating agreement, if more than one committed working-interest owner is involved, in order for the interest to be regarded as effectively committed to this Unit Agreement. Except as may otherwise herein be provided, subsequent joinders to this Agreement shall be effective as of the first day of the month following the filing with the Supervisor, the State Commissioner and the State Commission of duly executed counterparts of all or any papers necessary to establish effective commitment of any tract to this Agreement unless objection to such joinder is duly made within sixty (60) days by the Director, State Commissioner or State Commission.

30. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or 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.

31. SURRENDER.

Nothing in this Agreement shall prohibit the exercise by any working interest owner of the right to surrender vested in such party in any lease, sublease, or operating agreement as to all or any part of the lands covered thereby, provided that each party who will or might acquire such working interest by such surrender or by forfeiture as hereafter set forth, is bound by the terms of this Agreement.

If as a result of any such surrender, the working interest rights as to such lands become vested in any party other than the fee owner of the unitized substances, said party shall forfeit such rights and no further benefits from operations hereunder as to said land shall accrue to such party, unless within ninety (90) days thereafter said party shall execute

this Agreement and the unit operating agreement as to the working interest acquired through such surrender, effective as though such land had remained continuously subject to this Agreement and the unit operating agreement. And in the event such agreements are not so executed, the party next in the chain of title shall be and become the owner of such working interest at the end of such ninety (90) day period, with the same force and effect as though such working interest had been surrendered to such party.

If as the result of any such surrender or forfeiture the working interest rights as to such lands become vested in the fee owner of the unitized substances, such owner may:

- (1) Execute this Agreement and the unit operating agreement as a working interest owner, effective as though such land had remained continuously subject to this Agreement and the unit operating agreement.
- (2) Again lease such lands but only under the condition that the hold of such lease shall within thirty (30) days after such lands are so leased execute this Agreement and the unit operating agreement, effective as though such land had remained continuously subject to this Agreement and the unit operating agreement.
- (3) Operate or provide for the operation of such land independently of this Agreement as to any part thereof or any oil or gas deposits therein not then included within a participating area.

If the fee owner of the unitized substances does not execute this Agreement and the unit operating agreement as a working interest owner or again lease such lands as above provided, within six (6) months after any such surrender or forfeiture, such fee or ner shall be deemed to have waived the right to execute the unit operating agreement or lease such lands, and to have agreed, in consideration for the compensation hereinafter provided, that operations hereunder shall not be affected by such surrender.

For any period the working interest in any lands are not expressly committed to the unit operating agreement as the result of any such surrender or forfeiture, the benefits and obligations of operations accruing to such lands under this Agreement and the unit operating agreement shall be shared by the remaining owners of unitized working interest in accordance with their

respective participating working interest ownerships, and such owners of working interests shall compensate the fee owner of unitized substances in such lands by paying sums equal to the rentals, minimum royalties, applicable to such lands under the lease in effect when the lands were unitized, as to such participating area or areas.

Upon commitment of a working interest to this Agreement and the unit operating agreement as provided in this section, an appropriate accounting and settlement shall be made, to reflect the retroactive effect of the commitment, for all benefits accruing to or payments and expenditures made or incurred on behalf of such surrendered working interest during the period between the date of surrender and the date of recommitment, and payment of any moneys found to be owing by such an accounting shall be made as between the parties then signatory to the unit operating agreement and this Agreement within thirty (30) days after the recommitment. The right to become a party to this Agreement and the unit operating agreement as a working interest owner by reason of a surrender or forfeiture as provided in this section shall not be defeated by the non-existence of a unit operating agreement and in the every no unit operating agreement is in existence and a mutually acceptable agreement between the proper parties thereto cannot be consummated, the Supervisor and State Commissioner may prescribe such reasonable and equitable agreement as they deem warranted under the circumstance.

Nothing in this section shall be deemed to limit the right or joinder of subsequent joinder to this Agreement as provided elsewhere in this Agreement. The exercise of any right vested in a working interest owner to reassign such working interest to the party from whom obtained shall be subject to the same conditions as set forth in this section in regard to the exercise of a right to surrender.

UNIT OPERATOR AND WORKING INTEREST OWNER

GREAT WESTERN DRILLING COMPANY

Date: Secently 19, 1955

Date: Secently 19, 1955

Date: President

Assistant: Secretary

Midland, Texas

OTHER WORKING INTEREST OWNERS

	THREE STATES NATURAL GAS COMPANY
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Date: /-/3-3-6	By: Co. U leurem
American	Vice President
ATTEST:	
Thurselled	$\sqrt{}$
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Corrigan Tewer Dallas, Texas	
	SOUTHERN UNION GAS COMPANY
	1
Date: 7	By: L. C.
ATTEST:	Vice President
	Mass.
Assistant Secretary	
Burt Building	
Dallas, Texas	
	HUMBLE OIL & REFINING COMPANY FORM APPROVED
8 2 7 56	Hervey, Dow & Hinkle
3-77-56 Date:	By Morgan Alex BY
Da ve ,	Vice President TRADE O.K.
ATTEST:	- Hh
18 Pany	
Assistant Secretary	
P. O. Box 2180 Houston, Texas	
And the second s	
	ALBUQUERQUE ASSOCIATED OIL COMPANY
Date: Dec 20/955	By: Neces Sure
ATTEST:	President
70 30 6	
Aggistant Comptons	
Assistant Secretary 824 Simms Building	
Albuquerque, New Mexico	
	SKELLY OIL COMPANY
Date: MAR 2 1956	By: Was live an
/ A	Vice President
ATTEST:	
Mom.	
Aggietant Secretary	
Tulsa, Oklahoma	

STATE OF Page Trayece COUNTY OF Charles On this 19th day of Neumber, 1950, before me appeared

A licker, to me personally known, who,
being by me duly sworn, did say that he is the President of

Yest Nestern Neulling Carroway and that the seal affixed to
said instrument is the corporate seal of said corporation, and that said acknowledged said instrument to be the free act and deed of said comporation. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. My Commission expires: charily A. elichaeld Notary Public in and for ____ Jan 29 1958 STATE OF New Mexico COUNTY OF Bernalillo On this act day of <u>December</u>, 1955, before me appeared <u>aley Carnell</u>, to me personally known, who. Dudley Could , to me personally known, who, being by me duly sworn, did say that he is the ______ President of ______ and that the seal affixed said instrument is the corporate seal of said corporation, and that said and that the seal affixed to acknowledged said instrument to be the free act and deed of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. My Commission expires: County, STATE OF Jexas COUNTY OF Dallas On this 13th day of January, 195 , before me appeared to me personally known, who, being by me duly sworn, did say that he is the Use President of The President is the corporate seal of said corporation, and that said said instrument is the corporate seal of said corporation by authority acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission expires:

LEOLA CUNDIFF Noters Public, Dalles County, Tease My Connecission Expires June 1, 1957

COUNTY OF Callas)	
on this 32 day of Zelinia, being by me duly sworn, did say that he is	ey, 1956, before me appeared
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acknowledged said instrument to be the fre	e act and deed of said corporation.
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IN WITNESS WHEREOF, I have hereu official seal the day and year in this cer	
My Commission expires: Margaret Ann Young	
Notary Public, Dallas Conner T	Margaret and Ganny
My Commission Expires June 1 105 7	Notary Public in and for
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My Commission expires:	Hall M Mady
NAZEL M. DONOY	Notary Public in and for
My Commission Expires January 21, 1957	July County,
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STATE OF TEXAS	
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said instrument is the corporate seal of s instrument was signed and sealed in behalf	
of its beard of directors, and said	MORGAN) name
acknowledged said instrument to be the fre	ee act and deed of said corporation.
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official seal the day and year in this cer	tillicate first above written.
My Commission expires:	Via 5 Mi La ELLINGTO
My Commission Expires June 1, 1957	Tella 6 Minglon
	Notary Public in and for

State of NOTARY PUBLIC IN AND FUR HARRIS COUNTY, TEXAS

FEDERAL LANDS	Tract No. Description
	No. of Acres
	Serial No. Lease Date and Term
	Land Owner Percentage of Royalty
	Record Owner of Lease or Application
	Overriding Royalty Owner and Percentage
	Working Interest Owner Under Option Agreement, Operating Agreement or Assignment and Percentage of Interest

3 Sec. 25: S/2 Sec. 26: S/2 Sec. 35: N/2		2 Sec. 33: NE/4	T. 22 N. R. 8 W.	1 Sec. 26: W/2 Sec. 27: E/2	T. 22 N. R. 9 W.
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Frank A. Melton		Virgil Rittmann		Martin A. Pierce Charles J. Finklea	
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*Assignee under assignment filed for approval.

Percentage of Interest	Application Owner and Percentage	or Application	of Royalty	and Term	Acres	No. Description
Agreement or Assignment and	e Overriding Royalty	Record Owner of Lease	Percentage	Lease Date	No. of	Tract
Option Agreement, Operating			Land Owner	Serial No.		
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FEDERAL LANDS (Continued)

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FEDERAL LANDS (Continued)

9 Sec. 4: All Sec. 5: Lots 1,2, \$/2 NE/4, SE/4 Sec. 8: E/2 Sec. 9: All Sec. 21: All	10:	8 Sec. 3: SW/4 Sec. 4: S/2 Sec. 5: SE/4 Sec. 7: SE/4 Sec. 9: All	7 Sec. 2: All Sec. 10: E/2, SW/4 Sec. 11: N/2, SW/4 Sec. 14: NW/4, SE/4 Sec. 15: All	T. 22 N. R. 8 W.
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	Percentage of Interest	Agreement or Assignment and	Option Agreement, Operating	Working Interest Owner Under

FEDERAL LANDS (Continued)

12 Sec. 3: SE/4	11 Sec. 23: NE/4, S/2	10A Sec. 25: N/2 Sec. 26: N/2	10 Sec. 24: All	T. 22 N., R. 8 W.
160.00	480.00	640.00	640.00	
S.F. 078927 10-1-49 5 yrs. Ext'd. Add'1. 5 yrs.	S.F. 078901-A U.S.A. 4-1-48 122% All 5 yrs. Ext'd. Add'l. 5 yrs.	S.F. 078901 4-1-48 5 yrs. Ext'd. Add'1. 5 yrs.	S.F. 078901 4-1-48 5 yrs. Ext'd. Add'l. 5 yrs.	÷
U.S.A. 12 2 % All	U.S.A. 12 2 % All	U.S.A. 12 } % All	U.S.A. 12 2 % All	
J. W. Wilson	Claude A. Teel	Yom Bolack	*Albuquerque Associated Oil Company	
Grace Byrd Hardison 1.00%	Tom Bolack 2.50%	None	None	
Great Western Drilling Company Three States Natural Gas Company	Skelly Oil Company	Tom Bolack	Albuquerque Associated Oil Company	
1/2	All	ALL	711	

*Ase gnee under assignment filed for approval

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13	22	k	t t	EDERA 22	Tract
Sec. 33: W/2 T. 22 N., R. 9 W. Sec. 27: W/2	N. R. 8 W.	Sec. 7: Lots 1,2,3,4, E/2 W/2, E/2 Sec. 18: Lots 1,2,3,4, E/2 W/2, E/2 Sec. 19: Lots 1,2,3,4, E/2 W/2, E/2 Sec. 30: Lots 1,2,3,4, E/2 W/2, E/2	Sec. 17: All Sec. 20: All Sec. 29: All Sec. 32: All	rederal LANDS (Continued)	Description
640.00		2560.29 (A11) (A11) (A11)	2560.00		No. of
S.F. 080010 4-1-47 5 yrs. Ext'd. Add'1. 5 yrs.		S.F. 078929 4-1-48 5 yrs. Ext'd. Add'l. 5 yrs.	5.F. 078928 2-1-48 5 yrs. Ext'd. Add'l. 5 yrs.		Serial No. Lease Date and Term
U.S.A. 12₹% All		U.S.A. 122% All	U.S.A. 122% All		Land Owner Percentage of Royalty
Gloria Weihs		Three States Natural Gas Company	Gloria Weihs		Record Owner of Lease or Application
J. V. Cowen 1.25% The Fort Worth Nat'l, Bark, Independent Executor and Trustee of Estate of Roy S. Magruder, and Helen M. Kolliker, Widow of Roy S. Magruder 1.25%		Dan T. Brennan 1.00%	Jean Bulow Lunsford 1.00%		Overriding Royalty Owner and Percentage
Great Western Drilling Company Three States Natural Gas Company		% Great Western Drilling Company Three States Natural Gas Company	Great Western Drilling Company Three States Natural Ges Company		Working Interest Owner Under Option Agreement, Operating Agreement or Assignment and Percentage of Interest
¥2		1/2	1/2		Under ting and

Working Interest Owner Under

Page 6

ļ	5	Iract	
	Description		
	Acres	No. of	
	and Term	Lease Date	Serial No.
	of Royalty	Percentage	
	or Application	Percentage Record Owner of Lease Overriding Royalty	
	Owner and Percentage	Overriding Royalty	
	Percentage of Interest	Agreement or Assignment and	Option Agreement, Operating

FEDERAL LANDS (Continued)

S/2 NW/4, S#/4 Sec. 12: W/2 Sec. 23: NW/4	17 Sec. 1: Lots 3,4,	16 Sec. 1: Lots 1,2, \$\frac{1}{2}\text{NE}/4, \text{SE}/4 \text{Sec. 12: NE}/4
	801.80	480.60
8-1-49 5 yrs. Ext'd. Add'l. 5 yrs.	S.F. 080138	S.F. 080029 3-1-48 5 yrs. Ext'd. Add'l. 5 yrs.
12½% A11	U.S.A.	U.S. A. 12½% A11
	C. M. Newsom	Madge Jones
	denevieve Disque	Richard H. Ernest
	2.00%	2.50%
Company	2.00% Southern Union Gas	2.50% Great Western Drilling Company Three States Natural Gas Company
	All	¥2 ¥2

T. 22 N. R. 9 W.

Sec. 28: All Sec. 33: All	22:	8: W /2		16 Sec. 5: Lots 3,4,	
	- 			2241.52	
5 yrs.	Ext'd. Add'l.	5 yrs.	10-1-49	N.M. 0331	
	•		1178 YF21		
				J. W. Wilson	
				Orace Byrd Hardison 1,00% Great Western Drilling	
	Gas Company	Three States Natural	Company	Great Western Drilling	
		ゞ		スペ	

T. 22 N. R. 8 W.

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				19
				Sec
				. 33: SE/4
				SE/4
			-	
				160
			•	160.00
5 yrs.	ext'd. Add'1.	ر الا	4-1-	Z.K
Ġ	d. Ad	an .	47	0302
	d'1.			ん
			123% A11	U.S.A
			A11	•
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				Morrel.
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				R. H.
			,	R. H. Miller
				#
				<u>ر</u> ح
				5.00% Foster Morrell
				Foste
				or Mor
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All

*Assignee under assignment filed for approval

April 12, 1956

24 Sec. 31: Ali	T. 22 N. R. 9 W.	23 Sec. 35: S/2	22 Sec. 31: Lots 3,4,5,6,7,8, E/2 SW/4	21 Sec. 32: All	T. 22 N. R. 8 W.	20 Sec. 34: All	T. 22 N. R. 9 W.	FEDERAL LANDS (Continued)	Tract No. Description
640.15		320.00	325.47	640.00	*-	640.00			No. of Acres
N.M. 010770 8-1-53 5 yrs.		N.M. 010621 8-1-53 5 yrs.	N.M. 05958-A 9-1-51 5 yrs.	N.M. 05958 9-1-51 5 yrs.		N.M. 04439 7-1-52 5 yrs.			Serial No. Lease Date and Term
U.S.A. 12½% All		U.S.A. 1228 All	U.S.A. 12 2 % All	U.S.A. 12 2 % All		U.S.A. 12 2 % All	# 		Iand Owner Percentage of Royalty
F. R. Bryan		Carrol T. Payne	Great Western Drilling Company 1/2 Three States Natural Gas Company 1/2	Albuquerque Associated Oil Company		F. R. Bryan			Record Owner of Lease or Application
L. C. Harris - Prod. payment of \$1000 per acre out of 3%		Carrol ?. Payne	Thomas F. McKenna Charles B. Consales Edward Mgneo	None		Tirice Egan			Overriding Royalty Owner and Percentage
	**.	3.00%	0.50 0.50 0.50 0.50 0.50 0.50 0.50 0.50			2.50%			
Humble Oil & Refining Company		Skelly Oil Company	Great Western Drilling Company Three States Natural Gas Company	Albuquerque Associated Oil Company		Humble Oil & Refining Company			Working Interest Owner Under Option Agreement, Operating Agreement or Assignment and Percencare of Interest
A11		TEA	7/2	All		All			Under ting and

	26 Sec.	25 Sec. Sec. Sec. Sec.	T. 22 N. R. 8 W.	FEDERAL LAN	Tract
	Sec. 28: E/2	20: N/2, SW/4 21: N/2, SE/4 22: S/2 27: A11 34: A11	8 1	FEDERAL LANDS (Continued)	Description
	320.00	2560.00			No. of
N.M. 018759	N.M. 018746	N.M. 011649 8-1-53 5 yrs.			Serial No. Lease Date and Term
125% A11	U.S.A.	U.S.A. 12½% All			Land Owner Percentage of Royalty
Edward M. Digneo (Suspended pending appeal)	Marion V. Harris (Appli	Herschel L. Copelan			Record Owner of Lease or Application
ended pending appeal)	Marion V. Harris (Application - rejected and on appeal)	None			Overriding Royalty
	appeal)	Herschel L. Copelan			Working Interest Owner Under Option Agreement, Operating Agreement or Assignment and Percentage of Interest
		A11			under t and

TOTAL FEDERAL LANDS - 33,959.26 Acres

EXHIBIT "B" - SOUTH CHACO UNIT - SAN JUAN COUNTY, NEW MEXICO

29 Sec. 19: NE/4 Allot. No. 135 Sec. 19: Lots 1,2, E/2 NW/4 - Allot. No. 136	28 Sec. 8: NE/4 - Allot. No. 125 Sec. 8: NW/4 - Allot. No. 126 Sec. 8: SW/4 - Allot. No. 124 Sec. 8: SE/4 - Allot. No. 123	27 Sec. 25: All Sec. 26: E/2 T. 22 N. B. S. W. Sec. 19: S/2 Sec. 20: SE/4 Sec. 29: All Sec. 30: N/2 T. 22 N. B. S W.	Tract No. Description NAVAJO ALLOTTED INDIAN LANDS
160.00 159.48 1.319.48	160.00 160.00 160.00	2399,93	No. of Acres
I-149-Ind 8095 12-13-51 10 yrs.	I-149-Ind 8094 12-13-51 10 yrs.	I-149-Ind 7603 3-9-48 10 yrs.	Serial No. Lease Date
Heirs of This-se Chois or Tom Lanel	Heirs of Es-ske-yazza Heirs of Cosa Heirs of Pah E-nash-e-o or Ignacio Gordo 121	Allottees Nos. 113, 114,116,115, 121,122,134, 133,132,129, 128,138,137, 107 and 109, or their heirs as the case may be	Land Owner Percentage of Royalty
Three States Natural Ges Company	Three States Natural Gas Company	Three States Natural Cas Company	Record Owner of Lease or Application
None	None	None	Overriding Royalty Owner and Percentage
Great Western Drilling Company Three States Natural Gas Company	Great Western Drilling Company Three States Natural Gas Company	Great Western Drilling Company Three States Natural Gas Company	Working Interest Owner Under Option Agreement, Operating Agreement or Assignment and Percentage of Interest
5 5	1/2	1/2	Under ting and

April 12, 1956

Tract

Description

No. of Acres

Serial No. Lease Date and Term

Land Owner Percentage of Royalty

Record Owner of Lease or Application

Owner and Percentage

Working Interest Owner Under Option Agreement, Operating Agreement or Assignment and Percentage of Interest

								-
pril 1		33			32	72	8	AVAJO 22
Sec. 11: Appell 12, 1956	\$.	Sec.	Sec.	% % % %	Sec.	Sec.	Sec.	navajo allotted j t. 22 n B. 9 W.
SW/4 -	Sec. 11: SE/4 - Allot. No. 106 Sec. 11: NW/4 - Allot. No. 101	ı		Sec. 10: SE/4 - Allot. No. 97 Sec. 10: NW/4 - Allot.	Sec. 10: NE/4 - Allot.	2: SE/4 - Allot. No. 104 2: SW/4 - Allot. No. 1c2 2: Lots 3,4, S/2 NW/4 - Allot. No. 103	1: Lots 1,2, \$/2 NE/4 - Allot. No. 92 1: SW/4 - Allot. No. 93	NAVAJO ALLOTTED INDIAN LANDS (Continued)
3.0. 00	160.00	160.00	00.00 00.00	160.00	160.00	160.00 160.00 161.35 481.35	160.29 160.00 320.29	ntinued)
	12-17-51 10 yrs.	I-149-Ind 8099		3-11-52 10 yrs.	I-149-Ind.~	I-149-Ind 8097 I-21-52 10 yrs.	I-149-Ind 8096 12-13-51 10 yrs.	
Nah-cleno-nuti pah 121%	Heirs of Es-sun-e-yazza Es-ska-not-tooh	Heirs of Myle-yan-na	Be-tah-not-sosa Heirs of Pocot-des-pah 123%	Heirs of Es-ske-ele-wood Heirs of	Heirs of	Heirs of Gle-zos-pah E-kid-des- pah Gon-e-pah	Heirs of Es-ske-pah Es-ske-cle- pi 124%	
6th	oon ,	Three States Natural Ges Company		Ood Company	Three States Natural	Three States Natural Gas Company	Three States Natural Cas Company	
		None			None	None	None	4
	Three States Natural Gas Company	Great Western Drilling Company		Three States Natural Gas Company	Great Western Drilling	Great Western Drilling Company Three States Natural Gas Company	Great Western Drilling Company Three States Natural Gas Company	
	1/2	, <u>5</u>		72	7/2	72	5 5	

		9,762.58 Acres	INDIAN LANDS -	O ALLOTTED AND TRIBAL	TOTAL NAVATO		April 12, 1956
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Great Western Drilling Company Three States Natural Gas Company	None	20 0	Tribal 12 3%	I-149-Ind 8124 8-21-52 10 yrs.	, 641.23 SW/4,	36 Sec. 6: Lots 1,2,3,4,5, 641 6,7, \$/2 NE/4, \$\frac{1}{2}\frac{1}
•	· · · · · · · · · · · · · · · · · · ·						T. 22 N. R. 9 W.
	* Na						NAVAJO TRIBAL INDIAN LANDS (Executive Order Lands)
		Tes	IAN LANDS - 9,121.35 Acres	TOTAL NAVAJO ALLOTTED INDIAN LANDS	TOTAL NAVAJO		77.79
							•• •• ••
							T. 22 N. B. 8 W.
			e e e e e e e e e e e e e e e e e e e		Unleased	3360.30	35 Sec. 35: All
-	Three States Natural		Cas Company	pan E-kid-de- pah 12] %	8100 12-11-51 10 yrs.	160.00 320.00	Sec.
15	Great Western Drilling	None	States Natural	E-kid-his-	I-149-Ind	160.00	T. 22 N R. 9 W. 34 Sec. 16: NE/4 - Allot.
	V ·					(Continued)	JO ALLOTTED INITAN LANDS
Owner Under Operating gnment and erest	Working Interest Owner Option Agreement, Opera Agreement or Assignment Percentage of Interest	Overriding Royalty Owner and Percentage	Record Owner of Lease or Application	Land Owner Percentage of Royalty	Serial No. Lease Date	No. of	Tract No. Description

April 12, 1956

40 Sec. 16: SE/4,	39 Sec.	T. 22 N., R. 9 W. 38 Sec. 16: SW/4 T. 22 N., R. 8 W.	T. 22 N. R. 8 W. 37 Sec. 16: W/2 Sec. 36: N/2 NW/4, SW/4	Tract No. Description STATE LANDS
160.00	280.00	160.00	560.00	No. cf
E-4778-2 12-4-50 10 yrs.	E-4777-2 12-4-50 10 yrs.	E-2319-2 12-10-48 10 yrs.	B-10894-6 1-4-44 10 yrs. H.B.P.	Serial No. Lease Date and Term
12½% All	State NM 122% All	State NM 122% All	State NM 122% All	Land Owner Percentage of Royalty
Humble Cil & Refining Company	Humble Oil & Refining Company	Three States Natural Gas Company	Wood River Oil & Refining Co., Inc.3/4 The El Dorado Refin- ing Company 1/4	Record Owner of Lease or Application
W. L. Brimhall George Foster Al Greer Ray Atchison Harold Montgomery Richard M. Kranua- witter James A. Tadlock Gilbert Archuleta	Al Greer George H. Krouse	None	Al Greer George H. Krouse	Overriding Royalty Owner and Percentage
0.600% 0.600% 0.300% 0.275%	1.500%		1.250% 1.250% 2.500%	IRe
Humble Oil & Refining Company	Humble Oil & Refining Company	Great Western Drilling Company Three States Natural Gas Company	Wood River Oil & Refining Co., Inc. The El Dorado Refining Company	Working Interest Owner Under Option Agreement, Operating Agreement or Assignment and Percentage of Interest
ALI	All	1/2	7/2	binder ting and

	Tract No. Description	-
arty.	No. of	
	Serial No. Lease Date and Term	2
	Land Owner Percentage of Royalty	**
	Record Owner of Lease or Application	
	cord Owner of Lease Overriding Royalty Application Owner and Percentage	
	Option Agreement, Operating Agreement or Assignment and Persentage of Interest	World or Themport Change Thomas

STATE LANDS (Continued)

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45	4	<i>‡</i> 3	T. 2	42	41
	Sec.	Sec.	T. 22 N. R. 9 W.		
Sec. 36:		₽	8.9	16:	36:
NEXX	Lot :	2: Lot 2	Æ	Sec. 16: SW/4. SE/4	E/2
SE/4 SW/4, S/2	2: Lot 1, S/2 NE/4	. ~		SE/4	Sec. 36: E/2, S/2 NW/4
N/2 N/2, SE/4 NE/4, SE/4 NW/4, NE/4 SW/4, NE/4 SE/4, S/2 SE/4	NE/4				1/WN
400.00	120,61	40.63		40.00	400.00
E-7464-1 10-14-53 10 yrs.	E-7084 4-16-53 10 yrs.	E-6223 5-16-52 10 yrs.		E-6170-3 5-9-52 10 yrs.	E-4912-5 12-29-50 10 yrs.
* 51	# %**	• 8			. 50
State NM 122% All	State NM 125% All	State NAM 12½% All		State NM	State NM 12½% All
ALL MM e	TTV WN 9	e NM All		All	All All
Grea Cor Three Gar	Wood in The lin	Edwaj Huld		ດ ດ	Three States N Gas Company
Great Western Drillin Company Three States Natural Cas Company	d River Oil & Refi ng Company, Inc. ; El Dorado Refin- ng Company 1	ard C. Evensen and da Elizabeth Evens		C. Monokmeier	ee States Natural as Company
ern Dr es Nat eny	011 a any, 1 ado Re any	Evense abe th		kme i ez	es Natany
at Western Drilling 1/2 company 1/2 ee States Natural as Company 1/2	Wood River Oil & Refin- Al Greer ing Company, Inc. 3/4 George Foster The El Dorado Refin- Harold Montgoing Company 1/4 W. L. Brimhal	ard C. Evensen and da Elizabeth Evensen		ud T	1eun
9	fin- Al Greer 3/4 George Foster Harold Montgor 1/4 W. L. Brimhall	None		None	Char
Charles B. Consales	reer je fosi id Moni Brimi				lea B
	Al Greer George Foster Harold Montgorery W. L. Brimhall				Charles B. Gonsales 4.00%
4.0					les 4.
4.000%	V.			_	
Great Western Drilling Company Three States Natural Gas Company	Wood River Oil & Refining Co., Inc. The El Dorado Refining Company	Edward C. Evensen and Hulda Elizabeth Evens		G. C. Monckmeier	Great Western Drilling Company Three States Natural G Company
eat Western Company wree States Gas Company	iver C ning C Dored	C. Ev		Moneku	Wester any States
n Dri: Netu	ood River Oil & Refining Co., Inc. ne El Dorado Refini Company	ensen	ν.	wier	n Drí
lling	nc. ining	Edward C. Evensen and Hulda Elizabeth Evensen			Great Western Drilling 1/2 Company Three States Natural Gas 1/2 Company
72 73	7, 3/4	TIM		All	1/2

	Serial No. Land Owner Tract No. of Lease Date Percentage Record Owner of Lease No. Description Acres and Term of Royalty or Application	
	Overriding Royalty Owner and Percentage	
A GO TON AT THE PARTY OF A	Working Interest Owner Under Option Agreement, Operating Agreement or Assignment and Percentage of Interest	

STATE LANDS (Continued)

T. 22 N. R. 9 W.

		46
		Sec.
	;	36:
S/2	NW/4	
S/2 SW/4,	SW/4,	NE/4,
		240.00
	2-24-54 10 yrs.	E-7957
	12 5 % A11	State NM
	Gas Company	Three States Natural

None Great Western Drilling 1/2
Company
Three States Natural 1/2
Gas Company

TOTAL STATE LANDS - 2,401.24 Acres.

BECAPITULATION

·				
Tetals	State	Indian	[]ederal	TAND
•				
•				
. 46,123.08	2,401,24	9,762.58	33,959.26	ACREAGE
100.00%	5.21%	21.16%(73.63%	PERCENTAGE
e (jur	TROTAT)	((A) 10++pd	
	O41.6) Acres	- 3	0 121 25 1225	
	1. JY%	1 304	10 77	

of the Geological Survey personnt to Departmental Order No. 2365 of October 8, 1947, 43 C. F. R. Sec. 4.611, 12 F. R. 6764, we so hereby:-

A. Approve the attached agreement for the development and operation of the South Chaco Buil Area, County of San Juan, State of New Mexico, deted December 19, 1955.

3. Cortify and determine that the unit plan of development and operation contemplated in the attached agreement is more in the public interest for the purpose of more properly conserving the unteral resources.

C. Sertify and determine that the drilling, graduating, restal, and royalty requirements of all Indian leades some are hereby established, altered, thanged, or revoked to spafters with the terms and conditions of this agreement.

D. Certify and determine that the drilling, producing, rental, minimum royalty, and royalty requirements of all Federal leases counttted to said agreement are hereby established, altered, d conform with the terms and conditions of this agr

14-08-001-2958

JUL 1 9 1958

CERTIFICATE OF APPROVAL BY COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO, OF UNIT ACREEMENT FOR DEVELOPMENT AND OPERATION OF SOUTH CHACC UNIT AREA, SAN JUAN COUNTY, NEW MEXICO

There having been presented to the undersigned Commissioner of Public Lands in the State of New Mexico, for examination, the attached Agreement for the Development and Operation of the South Chaco Unit Area, San Juan County, New Mexico, in which Great Western Drilling Company is designated as Unit Operator and which has been executed by various parties owning and holding oil and gas leases embracing lands within the Unit Area, 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 operations proposed the State will receive its fair share of the recoverable oil or gas in place under its lands in the area affected, if and when State lands may be included in the unit by enlargement of the unit area;
- (c) That the agreement is, in other respects, for the best interests of the State;
- (d) That the agreement provides for the unit operation of the area, for the allocation of production and the sharing of proceeds from a part of the area covered by the agreement on an acreage basis as specified in the agreement.

NOW, THEREFORE, by virtue of the authority conferred upon me by Chapter 88 of the Laws of the State of New Maxico, 1943, as amended by Chapter 162 of the Laws of the State of New Maxico, 1951, I, the undersigned Commissioner of Public Lands for 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 do hereby amend all leases embracing lands of the State of New Maxico committed to said unit agreement, to conform and extend said leases as provided in said agreement so that the provisions of each such lease, so far as they apply to lands within such area, will conform to the provisions of such agreement and so that the length of the secondary term as to lands within such area will be extended to coincide with the terms of such agreement. This approval is subject to all of the provisions of the aforesaid Chapter 88 of the Laws of the State of New Mexico, 1943, as amended by Chapter 162 of the Laws of the State of New Mexico, 1951.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 15 th day of March, 1956.

Commissioner of Public Lands of the State of New Mexico

OF THE STATE OF HEW MEXICO

THE MATTER OF THE ENABLES CALLED IN THE OIL COMMUNICATION COMMUNICATION OF THE MEXICO FOR THE PROPERTY OF THE

CASE Me. 1608 Order No. 5-761

THE APPLICATION OF COMET WINTENS
DESIGNATION COMPANY FOR APPROVAL OF
THE SOURS COME (MADE APPROVAL OF
MINACES OF LINE OF LAND
MORE OR LINE , 12 OAS JULY COMPIT,
MY MINESO, VITERS TOWNERS SO
MORTE, MASSAGE & AND 9 WEST, MADE.

CARRA OF THE COMMISSION

BT TER COMMINGION;

This cause came on for hearing at 9 e'clock s.m. on the 14th day of March, 1988, at Santa Po, Bow Musice, before the Oil Conservation Commission of Now Musice, hereignfor rederved to as the "Commission".

NOT, on this $29^{t/}$ day of March 1886, the Counteston, a quorum being present, hirling considered said application and the evidence introduced in support thereof, and being fully adviced in the premises,

FIRES:

- (1) That due public notice having been given as required by law, the Commission has jurisdiction of this cause and the subject matter thereof.
- (2) That the proposed unit plan will in principle total to prevention of oil and gas and the provention of waste.

IT IS THE STORE CONTROL:

Section 1. That this order shall be known to the

BOUTH CHASO WIT AGREEMENT COMES

Section 3. (a) That the project acrois referred to shall be known to the bouth Chase Buit Agreement, and shall known for be referred to as the "Project".

(b) That the plan by which the Project shall be operated shall be embraced in the form of a unit agreement for the development and operation of the South Chase Buit Assa referred to in the Potitioner's potition and filed with said potition, and such plan shall be known as the South Chase Buit Agreement Plan.

shall be, and ESPER IS, approved in principle as a proper concervation measure; provided, however, that notel instanting any of the provinces contained in raid unit agreement, this approval shall not be considered as waiving or relinquishing in any measur may right, detice or chilinations which are mor, or may instalter, be rected in the Bor Series Oil Conservation Considered by law relative to the supervision and control of operations for emploration and development of any lands committed to maid fouth Chaos that Agreement, or relative to the production of oil or goe therefrom.

Section 4. (a) That the unit area shall be:

MET METIC: PRINCIPAL MERIDIAN, MET METICO

SOUTHERLY ST MOSTE, DANGE & WAST

TOTALET 25 MATE, MAPE 9 WAT Sections 1 through 30: 111

Situated in San Jean County, Nov Mexico, containing 46,123.06 neres, more or less.

(b) The unit area may be calarged or contracted as provided in said Flam.

Section 5. That the unit operator shall file with the Commission has emported original or emported counterpart of the South Chase Unit Agreement within 30 days after the effective date thereof.

Section 6. That any party emaing rights is the unitimed substitutes who does not commit such rights to said unit agreement before the effective date thereof may thereafter become a party thereto by subscribing to such agreement or counterpart thereof, or by ratifying the same. The unit operator shall file with the Countesion within 30 days an original of any such counterpart of ratification.

Species 7. That this order shall become effective upon approval of said that agreement by the Commissioner of Public Lands of the State of Nov Newice and the Director of the United States Coolegical Survey, and shall terminate igno facts upon the turnination of said unit agreement. The last unit operator shall immediately notify the Commission in writing of such termination.

BOUR at Sants Fe, New Mexico, on the day and year hereinshove designated.

OIL COMMENSATION COMMISSION

John 7 Sums, Chairman

Eswalke

W. B. MCET, Houser and Secretary

6 B.A.L.

MILLIAN AND SERVICE WILL WELL IN

In our countries of the our of the first trace of the first of the countries of the countri

This Ratification and Joinder of Unit agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be hinding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his or her assigns or successors in interest.

Tr. 1

	ADDRESS	SIONATURE COOCC	
4317 S	Same	A. S. Orenier A. S. Orenier Jane B. Grenier	
Date: _	February 22, 1956		270
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STATE OF)) SS.:		
On this	day of	, 195, t	efore me appeared
duly sworn, did s	ay that he is the _	to me personally known President of that the scal affixed tion, and that said in	, who, being by me
and sealed in beh	alf of said corporat	that the scal affixed ation, and that said in tion by authority of it acknowledged said ition.	s board of directors
		hereunto set my hand a	
My Commission exp	ires:		
		Notary Public in	
		State of	County,
STATE OF TEXA. COUNTY OF Dall		105 /	
his wife, to me k foregoing instrum	nown to be the personent, and acknowledge	and Jane B. ons described in and while to me they executed	Scenies de executed the
free act and deed	ires:		
	<i>57</i>	Notery Public in	Suffer County
OFDALL		State of	
STATE OF) } SS.:		
On this	day of _		pefore me personally

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit agreement for the Development and Operation of the South Chaco Unit Area located within the County of San Juan, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and sdopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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ADDRESS	SICHATURE
ATTEC, N.J.	Municipality
Date. 2/21/54	
	Beverly & Pierce
ATTEC, N.M.	peverly of tence
Date: 2/21/56	

	3 00 .		
COUNTY OF)		
	· ·		
On this	day of	, 195, before me ap	peared
and the state of t	to:	me personally known, who, being President of	ng by 🗪
hily meorn, did say that	he is theand the	President of the seal affixed to said in	trumnt
s the corporate seal of mid sealed in behalf of	said corporation said corporation	on, and that said instrument we by authority of its board of acknowledged said instrument	e signe directo
•		•	
		reunto set my hand and affixed certificate first above written	
ty Commission expires:			
		Notary Public in and for	
		State of	&
STATE OF New Mexico))		
COUNTY OF San Juan			
To combesion expires:	nd ag≧mowledged 1	to me they executed the same a	s their
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		Mar Kus	
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		Notary Public in and for	
		Notary Public in and for	
		Notary Public in and for	
STATE OF) Ss.:	Notary Public in and for	
STATE OF) Ss.:	Notary Public in and for	
STATE OF		Notary Public in and forSan Juan State of New Mexico	Count
STATE OF		Notary Public in and for	Coun
STATE OF Con this	day of	Notary Public in and for	_ Coun
Con this Inpresed to be the person described inchnowledged to me that	day of	Notary Public in and forSan Juan State of New Mexico	creonal
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Con this Inpresed to be the person described inchnowledged to me that	day of	Notary Public in and for	ersonal) me knownt, and
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County Of On this appeared to be the person describacknowledged to me that deed.	day of	Notary Public in and for	ersonall me knownt, and se act

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Tou. 1

<u>ADDRESS</u>	SIGNATURE
P.O. Box 226 or 402 South 13th Street	Charles & The
Muskogee, Culahoma.	Groois Findle
Date: February 17, 1956	
Do 4 a c	
Date:	

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BATIFICATION AND JOINDES OF UNIT AGREEMENT

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Tr. 2

ADDRESS	SIGNATURE
4230 Hastings Street	Viral Hollows
El Paso, Texas	austelle Litt
Date: March 23, 1956	
	10.10
4230 Hastings Street	Virgil Rittmann, Ancillary Executor
El Paso, Texas	of the Estate of C. F. Rittmann, Jr., deceased
Date: March 23, 1956	



) (22. ;	
COUNTY OF EL PAGO	
On this 23cd day of M	and the second of the contraction of the contractio
	to be recognitive brown, who, he'er to use
duly garan, ald any that he is the	to so personally booms, who, being by so
#14 The Phila consequence of many the second	i that the seal affixed to said instrument ration, and that haid instrument was signed
and sealed in behalf of said corpore	stion by authority of its loard of directors,
	acknowledged said instrument to be
the free act and deed of said corpor	ration,
	percunto set my hand and affixed my hand above written.
My Commission expires:	
	department of the control of the con
	Notary Public in and forCounty
	State ofCounty
STATE OF TEXAS	
) SS.:	
0.414	205 / 2-0
on this 2381 day of	March 195 6, before me appeared
VIRGIL RITTMANN	and AUSTELLE RITOMANN
his wife, to me known to be the pers	one described in and who everyted the
	ged to me they executed the same as their
free act and deed.	
free act and deed.	ged to me they executed the same as their
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free act and deed.	ged to me they executed the same as their
gree act and deed.	Notary Public in and for
gree act and deed.	Notary Public in and for
bree act and deed.	Notary Public in and for El Paso State of Texas
gree act and deed.	Notary Public in and for El Paso County State of Texas
PU expires:	Notary Public in and for El Paso County State of Texas
STATE OF TEXAS SS.:	Notary Public in and for El Paso County State of Texas Notary Public, In and for El Paso County, Texas
STATE OF TEXAS SS.:	Notary Public in and for El Paso County State of Texas Notary Public, In and for El Paso County, Texas
FIEL PROPERTY OF TEXAS STATE OF TEXAS SS.:	Notary Public in and for El Paso County State of Texas **Residual County** **Residual Cou
STATE OF TEXAS COUNTY OF EL PASO On this _23rd day of	Notary Public in and for El Paso County State of Texas Notary Public, in and for El Paso County, Texas No Commission Era rea June 1, 1957 March , 1956 , before me personally
FIEL PASO On this 23rd day of of the Estate of	Notary Public in and for El Pago County State of Texas 100 ms m. casss
STATE OF TEXAS On this 23rd day of of the Estate of present of the Estate of present of the Estate	Notary Public in and for El Pago County State of Texas Notary Public, In and for El Paso County, Texas No Commission Era rea June 1, 1957 March 1956, before me personally of J. F. Rittmann, Jr., deceased Executor /, a single person, to me known
On this 23rd day of of the Estate of oppeared VIRGIL RITTMANN. Ancillary to be the person described in and when the person described in an and when the person described in an analysis of the person described in an analysis	Notary Public in and for El Paso County State of Texas Notary Public, In and for El Paso County, Texas No Commission Expres June 1, 1957 March 1956 before me personally of J. F. Rittmann, Jr., deceased
STATE OF TEXAS STATE OF TEXAS SS.: COUNTY OF EL PASO On this 23rd day of of the Estate of the Es	Notary Public in and for El Paso County State of Texas Notary Public, In and for El Paso County, Toxas Notary Public, In and for El Paso County, Toxas No Commission Ero rex June 1, 1857 March 1956 before me personally of J. F. Rittmann; Jr., deceased Executor /, a single person, to me known to executed the foregoing instrument, and
On this	Notary Public in and for El Paso County State of Texas Notary Public, In and for El Paso County, Texas Notary Public, In and for El Paso County, Texas No Commission Energy June 1, 1857 March 1956 before me personally of J. F. Rittmann; Jr., deceased Executor / a single person, to me known to executed the foregoing instrument, and
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Cree act and deed. PURCHAS STATE OF TEXAS SS.: COUNTY OF EL PASO On this 23rd day of of the Estate of the Estate of the person described in and what to be the person described in and what the deed.	Notary Public in and for El Paso County State of Texas 100155 B. CRESS Notary Public, In and for El Paso Causiy, Texas No Commission Ero res June 1, 1857 March 1956 before me personally of J. F. Rittmann; Jr., deceased Executor / a single person, to me known to executed the foregoing instrument, and
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The great female of the exercising of the Main Agreement for the code of fearth and the mitten of the Main form approved on benefit of the conversion of the month of the conversion of the month of the conversion of the modern Interest tarrets in covalities presently held or which may arise under exist-ing option as sevents, or either interests in production covered by said Unit Agreement according everyly, with a the extent of his or her parthoular ownership on interest, he may appear, done out to the inclusion of Said Lands within the Unit Area thorelandedined, ratify, approve and adopt the terms of said Unit Agreement and any medifications thereof approved by the Secretary of the Interior on his prity with rised representative as applicable to said several lands and ingorests, agrees that the term of any lease given by the undersigned or under which the under timed claims an interest perein is extended and modified to the extens measurary to make the same conform to the terms of said Unit Agreement, agree that the frilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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Ta. 2,19

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SIGNATURE

P. O. Box 933 Rosvell, New Mexico			Foster morrill			
Date: <u>March 28, 1956</u>		-			- mana	
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Date:					naturus (kalangan kalangan ka	



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and	that the seal affixed to said lastrument tion, and that suid instrument was signed
s the corporate seal of said corpora	tion, and that said instrument was signed
•	ion by authority of its beerd of director schoolsaged said instrument to be
e free act and deed of said corpora	on.
IN STIMUSES SHEEDING I have	hereunto net my hand and affixed my
fficial seal the day and year in thi	
y Commission expires.	
y while ston expires.	
	Notary Public in and for
	County
	State of
TATE OF New Mexico) SS.:	
TATE OF New Mexico	
COUNTY OF (Prayes)	
WOTAR	
マ は がらてする。	
A dan bels 28th day of	March 1956, before me appeared
A daishle 28th day of	March 1956, before me appeared
PURIL Spacer Morrell	and Edna E. Morrell,
PURIL C. Norrell **Tife; to see known to be the perso	and Edna E. Morrell, and described in and who executed the
* 28th day of Our of the Morrell to be the person regard instrument, and acknowledge	and Edua E. Morrell,
* On this 28th day of OR 11 Control Morrell **The trument of the person of the trument, and acknowledge ree act and deed.	and Edna E. Morrell, and described in and who executed the
Poster Morrell Poster Morrell	and Edna E. Morrell, ns described in and who executed the d to me they executed the same as their
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* Commission expires:	and Edna E. Morrell, ms described in and who executed the d to me they executed the same as their
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** Commission expires: MAR 16 1957 ATE OF UNITY OF	and Edna E. Morrell, ns described in and who executed the d to me they executed the same as their Notary Public in and for Chaves County
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The state of the s	and Edna E: Morrell, ms described in and who executed the d to me they executed the same as their Notary Public in and for Chaves County State of New Mexico



PATRICATION AND JUMBER OF UNIT ACCURACIO

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Tr. 3

LUID Chantaugus	SIGNATURE Tunk ()
Monder Chlichma	Elance a Mall
Date. Jeh 20, 1956	
Date	

ch thisday	of, 195, hefore me appeared
duly aworn, did any that he is t	he President of and that the seal affixed to said instrument
is the corporate seal of said cor and sealed in behalf of said cor	rporation, and that said instrument was signed poration by authority of its board of director acknowledged said instrument to be
the free act and deed of said co	rporation
	have hereunto set my hand and affixed my n this certificate first above written.
Wy Commission expires:	
entre de la companya	Notary Public in and for
	State ofCounty,
STATE OF Oklahoma) SS. COUNTY OF Cleveland)	
COUNTY OF Cleveland)	
On this 20th day	of February, 1956, before me appeared
	and Clarice A. Melton
	persons described in and who executed the ledged to me they executed the same as their
CAHON A	Notary Public in and for County.
OK. P.	State of Oklahoma County,
STATE OF)	
COUNTY OF	•
On this day	of 195, before me personally
	, a single person, to me known d who executed the foregoing instrument, and he executed the same as free act and
My Commission expires:	
	Notary Public in and forCounty,

State of

STAPE OF

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ADDRESS	1r.4 SIGNATURE
1700 Corrigan Tower	Elizabeth W. Gordon
Dallas 1, Texas	Jasaph Colorador
Date: Jan, 10, 1956	Joseph 6 Fordon
Date:	

STATE OF	•
COUNTY OF) SS.:	
On this day or	195, before me appeared
	_, to me personally known, who, being by me
duly sworn, did say that he is the	, to me personally known, who, being by me President of
and sealed in behalf of said corpo	oration, and that said instrument was signed oration by authority of its board of directors, acknowledged said instrument to be poration.
	ave hereunto set my hand and affixed my this certificate first above written.
My Commission expires:	
	Natour Dublic in and for
	Notary Public in and for County, State of
	State of
STATE OF TRIAS	
) SS.:	
COUNTY OF PARIAS	
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his wife, to me known to be the po	and Sliebath L. Corrections described in and who executed the edged to me they executed the same as their
his wife, to me known to be the perforegoing instrument, and acknowle	and Slissbeth W. Contact the ersons described in and who executed the edged to me they executed the same as their
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RATIFICATION AND JOINDER OF UNIT AGREEMENT

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<u>ADDRESS</u>	IN.	SIGNATURE
6206 De Loache ave		Nancy Harman
Dallas 25, Jusas		<i>V</i>
Date: Jan 10, 1956		
Date:		

STATE OF		
COUNTL OF	SS.:	
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On this	_ day of	, 195, before me appeared
3-12 314 that h	to	me personally known, who, being by me President of
duly sworn, did say that h	and the	at the seal affixed to said instrument
is the corporate seal of a and sealed in behalf of sa	said corporation	on, and that said instrument was signed in by authority of its board of directors, acknowledged said instrument to be on.
		reunto set my hand and affixed my certificate first above written.
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and the state of t		
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LATIFFICATION AND JOINDER OF GRET ACCEPTMENT

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	 <u>4</u>	ADDRESS	1n	SIGNATURE
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Date: _				

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in the corporate seal of said corporati	on, and that said instrument tes signed on by authority of its board of directors,
IN WITNESS WHEREOF, I have here official seal the day and year in this	eunto set my hand and affired my sertificate first above written.
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	Notary Fublic in and for County
	State of
OMARIE OR New Marriag	
STATE OF New Mexico) SS.: COUNTY OF San Juan)	
y	
D. Oscar Thomas ar	described in and who executed the
foregoing instrument, and acknowledged free act, and deed.	to me they executed the same as their
Commission expires:	
Bec. 15, 1957	8 C Beventour
	Notary Public in and for San Juan County
	Notary Public in and for San Juan County State of New Mexico
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	San Juan County
) SS.:	San Juan County
COUNTY OF)	San Juan County State of New Mexice
COUNTY OF) SS.:	San Juan County
On this day of appeared to be the person described in and who eacknowledged to me that he exec	San Juan County State of New Mexice , 195, before me personally, a single person, to me known
On this day of sppeared to be the person described in and who eacknowledged to me that he executed.	San Juan County State of New Mexice , 195, before me personally , a single person, to me known executed the foregoing instrument, and
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In consideration of the execution of the butt Agreement that the Development and Operation of the Couth three Unit Area leavied within the County of San Juan, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undereigned excern of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by usid Unit Agreement hereby severally, each to the extent of his or her particular consership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said that Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the uninvalgned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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Date: FEB, 15, 1956

Signature

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uly sworn, did-say	that he is the	me personally known, who, being by me President of
s the corporate sea ind sealed in behalf	l of said corporat of said corporati	that the seal affixed to said instrument ion, and that said instrument was signed on by authority of its board of director acknowledged said instrument to be ion.
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		reunto set my hand and affixed my secretificate first above written.
y Commission expire	s:	
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TATE OF NEW MEXIC	CO,) SS.:	
COUNTY OF SAN JUA	N.)	
	e San Carlos de	
	, and acknowledgeds:	San Juan Notary Public in and for Security San Juan
West of the second		State of New Mexico
TATE OF)	
OUNTY OF) SS.:)	
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	cribed in and who	, a single person, to me known executed the foregoing instrument, and ecuted the same as free act ar
V Commandion axpire	a:	
nation materials and installational and an installation and installation a		
		Notary Public in and for
		State of

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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504 S. P.	Gerson	Thouse /	Smith
L'autman	Lan		
Date:	2.145%		
Date:			

STATE OF	
COUNTY OF) SS.:	
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duly sworn, did say that he is the	to me personally known, who, being by me Tresident of that the seal affixed to said instrument
am	that the seal affixed to said instrument tion, and that said instrument was signed
and sealed in behalf of said corporati	ion by authority of its board of directors
the free act and deed of said corporation	acknowledged said instrument to be tion.
IN WITNESS WHEREOF, J. have 1	hereunto set my hand and affixed my
official seal the day and year in this	
My Commission expires:	
	Notary Public in and for
	State ofCounty,
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STATE OF	
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COUNTY OF	
On this day or	, 195, before me appeared
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free act and deed.	
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STATE OF Delas SS.:	
COUNTY OF ACTION)	
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appeared Dionge H. Ame	a single person, to me known
to be the person glescribed in and who soknowledged to me that he ex-	executed the foregoing instrument, and ecuted the same as free act and
deed.	1200 000 1111
My Commission expires:	
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y consumer has the same diports, to be	Notary Public in and for
	Sallas County,

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ADDRESS	SIGNATURE
4712 abbot aptit	Mary & Moton Proced
Dallas Jeura	
Date: January 10, 1956	
<u> </u>	
Date:	

STATE OF)	:
COUNTY OF) SS.:	
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	to me personally known, who, being by me President of that the seal affixed to said instrument
duly sworn, did say that he is the	President of
dia.	that the seal affixed to said instrument tion, and that said instrument was signed
and sealed in behalf of said corporat:	ion by authority of its board of director
and said	acknowledged said instrument to be tion.
the free act and deed of said corpora	tion.
IN WITNESS WHEREOF, I have I	hereunto set my hand and affixed my s certificate first above written.
y Commission expires:	
y commission caption.	
	Notary Public in and for
	County
	State ofCounty
STATE OF) SS.:	
COUNTY OF)	
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Un this day of	, 195, before me appeared
	and the same of th
	ns described in and who executed the
	d to me they executed the same as their
free act and deed.	
My Commission expires:	
	
	Notary Public in and for
	County
	State of
MARKE OF CO.	
STATE OF Devas) SS.:	
COUNTY OF Wallas;	
on this /A day of Oc	
on this <u>70</u> day of <u>xe</u>	AMUANU 195 /a hatara wa marganaliy
- B 1 4	anuary, 1956, before me personally
appeared Mary 6. Water	anuary, 1956, before me personally
to be the person described in and who	executed the foregoing instrument, and
to be the person described in and who acknowledged to me thathe exc	executed the foregoing instrument, and
to be the person described in and who acknowledged to me thathe excleed.	executed the foregoing instrument, and
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to be the person described in and who acknowledged to me thathe excleed. If Commission expires: LEGLA CUNDIFF	executed the foregoing instrument, and ecuted the same as free act ar
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to be the person described in and who acknowledged to me that he excleed. Ity Commission expires: LEGLA CUNDIFF ANY PUBLIC FALLS.	executed the foregoing instrument, and ecuted the same as free act are
to be the person described in and who acknowledged to me thathe excleed. My Commission expires:	ecuted the same as <u>fur</u> free act an

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ADDRESS

SIGNATURE

3719 Euclid

Mrs Garle, 7 Campu

Date: Gamay 11-1956

Date:

STATE OF	
COUNTY OF) SS.:	
On this day o	of, 195, before me appeared
	to me personally known, who, being by me President of
duly sworn, did say that he is th	and that the seal affixed to said instrument
is the corporate seal of said corpand sealed in behalf of said corp	poration, and that said instrument was signed poration by authority of its board of directors, acknowledged said instrument to be poration.
the free act and deed of said cor	poration.
	have hereunto set my hand and affixed my this certificate first above written.
My Commission expires:	
	Notary Public in and for
	State ofCounty,
STATE OF LEVAS	
STATE OF Jexas) COUNTY OF Dallas) SS.:	
On this //th day of	and Casther V. Cooper
W. L. Cooper	and Costher V. Cooper
his wife, to me known to be the r	persons described in and who executed the ledged to me they executed the same as their
My Commission expires:	
LEOLA CUNDIPE	La Cardina
Commission Expires June 1, 1957	see con off
• • • • • • • • • • • • • • • • • • •	Notary Public in and for County,
	State of Legal
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to be the person described in and	who executed the foregoing instrument, and ne executed the same as free act and
My Commission expires:	
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	Notary Public in and for
	State ofCounty,

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Tr. 8, 39,37

ADDRESS	SIGNATURE
P.O. Box 1107	Carry H. Brann
Colorado Springs, Colorado	Markaya B head to
Date: February 13, 1956	
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COUNTY OF)	
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and sealed in behalf c	of said corporation	on, and that said instrument was signs of by authority of its board of directs acknowledged said instrument to be on.
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		State of
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STATE OF COLORADO) 55 ·	
COUNTY OF EL PASO)	
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On this person described.) SS.:) Ss.:	Notary Pealic in and for

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TATERION TICK ALP SCIEDER OF UNIT ACCEPTANCE

In consideration of The exposition of the Unit Agreement for the Development and Operation of the Couth Chaes that I rea located within the County of San Juan, State of New Horico, in form approved on behilf of the Secretary of the Interior, the undersigned assume of Sanda or Leades, or interests therein or royalites presently hold or which may artse under eristing option agreements, or other interests in production appeared by eath that Agreement hereby severally, each to the extent of his or her particular ownership or interest, as may appear, convent to the inclusion of said lauda within the Unit Area therein defined, ratify, approve and adopt the term; of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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ADDRESS

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SIGNATURE

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La Fonda Notel

Seorge Russell Horozoft

Brown Hilan

Date: Lan. 19, 1956

State of ___

30 SPATS

In consideration of the execution of the Unit Agreement for the Development and Operation of the South Chaco Unit Area located within the County of San Juan, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests thereir or royaltles presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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ADDRESS

1010 N. Dustin, Farmington, New Mex.

Date: April 30, 1956

STATE OF)		
COUNTY OF) SS.;)		
On thi s	day of	, 195 before me appear	ed
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duly sworn, did say the	to the is the	me personally known, who, being by President of	110
is the corporate seal of and sealed in behalf of	of said corporat	that the seal affixed to said instriction, and that said instrument was on by authority of its board of diacknowledged said instrument tion.	signed rectors
			•
official seal the day s	and year in this	eunto set my hand and affixed my cortificate first above written.	
My Commission expires:			
• .			
		Notary Public in and for	
		State of	_ County
STATE OF NEW MEXICO COUNTY OF SAN JUAN			
STATE OF NEW MEXICO)		
COUNTY OF SAN JUAN) 20		
			v
	to be the person	and Alice Bolack as described in and who executed the a to me they executed the same as t	
extission expires:			
g. 1 1 9-25-58	•	Au Elizabet	<u>د</u>
		Notary Public in and for 50	County
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STATE OF			
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My Complete and and and	÷.		
My Commission expires:			
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		Notary Public in and for	County
		State of	

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TRACT NO. 11

ADDRESS	SIGNATURE
P. O. Box 1316, Oil Center Sta. Lafayeiste, Louisiana	Claude A. Dell
P. O. Bez 1316, Oil Center Sta.	Mary Rella Tool
	Mary Well Teel
Date: Narch 21, 1956	
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No to •	

STATE OF	~	
COUNTY OF )	SS.:	
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Om this de	ew of	, 195, before me appeared
	, to m	e personally known, who, being by me President of
luly sworn, did say that he	is the	at the seal affixed to said instrument
and sealed in behalf of said	id corporation	on, and that said instrument was signed n by authority of its board of directors
the free act and deed of sai	ld corporati	acknowledged said instrument to be on.
IN WITNESS WHEREOF,	I have here	unto set my hand and affixed my
official seal the day and ye	ear in this	certificate first above written.
My Commission expires:		en de la companya de La companya de la co
		Notary Public in and for
		State ofCount
	*	State of
	· · · · · · · · · · · · · · · · · · ·	
STATE OF LOUISIANA )	SS.:	
CURRY OF		
PARISH LAFAYETTE		
Outstan 23 au	an Marre	th 2056 hadan managara
Un this de	ay or	h, 1956, before me appeared
Claude A. Teel	<b>8</b> D	d Mary Nell Teel
his wife, to me known to be	the persons	described in and who executed the to me they executed the same as their
My Commission expires:		
MA Death	• <del>•</del> • • • • • • • • • • • • • • • • •	Have Sandendaff
		Notary Public in and for Lafayette Parish Coun
		State of Louisiana
STATE OF		
)	SS.:	
COUNTY OF )		•
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appeared		xecuted the foregoing instrument, and
acknowledged to me that	THE STREET WHO G	xecuted the foregoing instrument, and
	he exec	uted the same as free act an
leed.	he exec	uted the same as free act an
leed.	he exec	uted the same as free act an
deed.	he exec	uted the same as free act an
leed.	he exec	Notary Public in and for
deed. My Commission expires:	he exec	Notary Public in and forCounty

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143 Ellis and.

Jackson', Miss. Willi Mae wilmburg.

Dete: Feb. 21, 1956

STATE OF	)	
COUNTY OF	) ss.:	
COUNTY OF	•	
On this	day of	, 195, before me appeared
July mount Ald son the	, to	me personally known, who, being by me
rary sworm, and say tha	and 1	me personally known, who, being by me President of
is the corporate seal of and sealed in behalf of	f said corporations and corporations for the said corporations and said corporations.	tion, and that said instrument was signed on by authority of its board of director acknowledged said instrument to be tion.
	*	reunto set my hand and affired my
official seal the day a	nd year in this	s certificate first above written.
My Commission expires:		
		Notary Public in and forCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunicationCommunication
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STATE OF MISSISSIPPI	) ss.:	
COUNTY OF HINDS	)	
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Typicsion expires:		Blacks Wallingsworth  Notary Public in and for  Hinds Cour
by Commission Express April 21, 1958		Mades & Wallingsworth
- 		Notary Public in and for
		Hinds Cour State of Mississippi
	e e e e e e e e e e e e e e e e e e e	
STATE OF	) ) SS.:	
COUNTY OF	<b>3. 3.</b> .	
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	bed in and who	executed the foregoing instrument, and ecuted the same as free act and
My Commission expires:	÷	
	<b>8</b>	
	<del>.</del>	Notary Public in and for
		Coun
		State of

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ADDRESS	SIGNATURE
Dec 120 Allinero Clas	Mrs. Have Bon
Kallas Luar	
Date: 2/13/26	10 10 miles
2609 71. Milinois Clas.	Herbert Harder
Mailie, France	
Date: 3/13/57-	

STATE OF	)	
COUNTY OF	) SS.: )	
On this	day of	195_, before me appeared
tulu duama Ald day the	to	me personally known, who, being by me President of
and sealed in behalf of	said corporation	ion, and that said instrument was signed on by authority of its board of directors, acknowledged said instrument to be ion.
• · · ·		eunto set my hand and affixed my
		certificate first above written.
My Commission expires:		
		Notary Public in and forCounty
		State of
COUNTY OF MALLA,	)	
COUNTY OF HALLA	) ss.:	
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		Notary Public in and fer 6000 County
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COUNTY OF	) SS.:	
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In consideration of the execution of the Unit Agreemen for the Development and Operation of the South Chaco that Area located of the U.S. County of San Juan, State of New Mexico. In these appropriation schools of the Secretary of the Interior, the undersigned winder of lands or letras, or interests therein or royalties presently held on which may arise gutor exist. ing option agreements, or other interests in production covered by said that Agreement hereby severally, each to the extent of bis or her particular catabaship or interest, as may appear, consent to the includion of said lands within the Unit Area therein defined, ratify, approve and shopt the turne of said this Agreement and any modifications thereof approved by the Secretary of the laterior or his duly authorized representative as applicable to said deveral lands and interests, agree that the term of any lease given by the underaigned or under which the undersigned claims en interest herein is extanded and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their neveral rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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Tru. 13, 15

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IN WITNERS WHEREAR. I have bereun official goal the day and year in this co	
My Commission expires:	
	Notary Public in and forCounty,
	State of
STATE OF	en de la companya de La companya de la co
COUNTY OF	
On this day of	, 195 before me appeared
foregoing instrument, and acknowledged to free act and deed.  My Commission expires:	
	Notary Public in and for
	County,
	State of
STATE OF Marine ) SS.:	
COUNTY OF Jackson ) SS.:	
On this The day of Telen	a single person to me known
to be the person described in and who excacknowledged to me that he execudeed.	
4556.	ted the same as free act and
My Commission expires: MY COMMISSION EXPIRES  ULY 10, 1957	Elizabeth Rust
My Commission expires: MY COMMISSION EXPIRES	Notary Public in and for County,

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Tw. 13

Mallas 1, September 11. Blog
Date: 4-17-56

Date: 4-17-56

Date: 4-17-56

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, to me personally known, who, being by sworn, did say that he is the President of and that the seal affixed to said instrument the corporal seal of said corporation, and that said instrument was ad sealed in behalf of said corporation by authority of its board of did said acknowledged said instrument he free act and deed of said corporation.	y me rument signed
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the corporation seal of said corporation, and that said instrument was id sealed in behalf of said corporation by authority of its board of did said acknowledged said instrument is free act and deed of said corporation.	signed
	to be
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Commission expires:	
Notery Public in and for	
State of	Com
TATE OF TEXAS ) SS.:	
) SS.: DUNTY OF DALLAS )	
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* Committee (on evnired	
Commission expires:	
Que 1. 1952 Virginia Danikas	
Notary Public in and for	
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Notary Public in and for Dallace	Cour
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921 Ding	no Blok albu	mergue, M.M.	Dan J. Brun
			Den J. Krum Verai M. Bremaan
Date;	Nit 6 1956	<del></del>	

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CUNTY OF	Si.:
On thisday	of, 195, before me apprecia
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ind sealed in behalf of said (	componetion by authority of its board of directors,
the free act and deed of said	corporation.
IN WITNESS WHEREOF, I	have hereunto set my hand and affixed my r in this certificate first above written.
ty Commission expires:	
	Notary Public in and forCounty,
	State of
STATE OF New Mexico )	
	SS.:
COUNTY OF Bernalillo )	
Dan I. Brennan	
nis wife, to me known to be the foregoing instrument, and ack	
nis wife, to me known to be to foregoing instrument, and ack free act and deed.	and Vers M. Brennan he persons described in and who executed the
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foregoing instrument, and ack free act and deed.  My Commission expires:  2-2-57  STATE OF  On this	Notary Public in and for  Bernslillo State of New Mexico  SS.:  195, before we personally  a single person, to me known and who executed the foregoing instrument, and he executed the same as free act and
coregoing instrument, and acknowledged to me that	Notary Public in and for Bernalillo  State of New Mexico  SS.:  195, before we personally  a single person, to me known and who executed the foregoing instrument, and he executed the same as free act and

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Tr. 15

ADDRESS	SICHATURE
	Helen Ne. Kal
4026 North Kansas Street El Paso, Texas	HELEN M. KOLLIK (Formerly Helen Magnetic Widow of Roy S. Magnetic
Date:	William a. Holesken
-<- HA7/-	WILLIAM A. KOLLIKER
And the last of th	THE FORT WORTH NATIONAL BANK
To Lucas	Independent Executor and Trustee of Estate of Roy S. Magruder, Deceased
Date: "March 2, 1956	O. D. MtCapiley, Trust Officer
Address: P. O. Box 2050	O. D. McCapilley, Trust Officer

Fort Worth, Texas

) SS.;	
COUNTY OF TARRANT )	
	March - 1956 before as appeared -
O. D. McCaulley	ne personally known, who, being by me
duly sworn, did say that he is the The Fort Worth National Bank, and	that the seal affixed to said instrument
is the corporate seal of said corpora	ation, and that said instrument was signed
	tion by authority of its board of director ank acknowledged said instrument to be
the free act and deed of said corpore	The state of the s
IN WITNESS WHEREOF, I have he official seal the day and year in this	ereunto set my hand and affixed my is certificate first above written.
Mr. Commission expires:	
A CONTRACTOR OF THE PROPERTY O	( ) 6 ) 6
Expires June 1, 1967	Sutt Jagor Vayo
	Notary Public in and for
	Tarrant Cou
A CONTRACTOR OF THE CONTRACTOR	State of Texas
Control of the second of the s	RUTH RAGON MAYO  Notary Public, Tairant Osciaty, Texas
STATE OF TEXAS )	
) SS.:	
COUNTY OF EL PASO )	
foregoing instrument, and acknowledge	MI W == COST STREET COS ==== == C-=
mee ast and deed.	on to me they carried the man and these.
ene pat and deed.	Co to the carrier that the there is
	Just Line
	Notary Public in and for
STATE OF SS.:	Notary Public in and for
STATE OF	Notary Public in and for
STATE OF SS.:	Notary Public in and for
STATE OF SS.:	Notary Public in and for
STATE OF SS.:  On this day of	Notary Public in and for El Paso State of Taxas
STATE OF SS.:  On thisday of	Notary Public in and for
STATE OF SS.:  On this day of  appeared to be the person described in and when the person described in an and when the person described in an analysis and approximately an analysis and approximately an analysis and approximately an analysis and approximately and approximately and approximately and approximately and approximately and approximately an approximately an approximately approxima	Notary Public in and for  El Paso  State of Taxas  195_, before  a single person,  o executed the foregoing instr
STATE OF  On this day of  appeared to be the person described in and wheekmowledged to me that he e	Notary Public in and for  El Paso  State of Taxas  195_, before  a single person,  o executed the foregoing instr
STATE OF SS.:  COUNTY OF SS.:  On this day of  appeared to be the person described in and whe acknowledged to me that he e deed.	Notary Public in and for
STATE OF  On this day of  appeared to be the person described in and whe acknowledged to me that he e deed.	Notary Public in and for  El Paso  State of

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Tr. 15

ADDRESS

SIGNATURE

SIGNATURE

ACCOUNTS

Hastan 19, Texas

Date: Feb 17, 1956

Do Mis _____ for the ____ the form appeared and scaled in boralf of anis componetion by enthority of its board of directors, and said some tedged and instrument to be the free and and deed of mand domporation IN WINNESS WHEREOF. I have becomen eet my hand and sfrixed my official seal the day and year in this certificate first above acitten. My Tommission -- x; Trest Rotary Public in end for County, State of STATE OF . . . SS.: COUNTY OF (1) On this 29th day of fact, 1956, before we appeared 1. 12 Marine and Morene JOWAII his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged to me they executed the same as their free act and deed. My Commission expires: TOTAL COLD Notary Public in and for ___ Notacy Public in small & Harry Courty Docus HARRIS Ma Commission Capitos Lang 1, 1972 STATE OF SS.: COUNTY OF On this _____ day of _____, 195 , before me personally a single person, we me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that ____ he executed the same as ____ free act and deed. My Commission expires:

Motsey Public in and for

Gounty,

SIATE 1

a Marina

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Tr. 16

SIGNATURE
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STATE OF ) SS.	,
COUNTY OF	<b>3 6</b>
On thisday	of 195, hefore me appeared
	to me personally known, who, being by me  The President of
iuly sworn, did say that he is	and that the seal affixed to said instrument
is the corporate seal of said co	and that the seal affixed to said instrument orporation, and that said instrument was signed
and said	rporation by authority of its board of directors acknowledged said instrument to be
the free act and deed of said co	acknowledged said instrument to be orporation.
	have hereunto set my hand and affixed my
official seal the day and year	in this certificate first above written.
My Commission expires:	
	Notary Public in and for
	State ofCounty,
	State of
STATE OF	
STATE OF ) COUNTY OF )	
,	
On this day	of, 195, before me appeared
un unis uay	
his wife to me known to be the	and persons described in and who executed the
foregoing instrument, and acknow	wledged to me they executed the same as their
free act and deed.	
My Commission expires:	
	Notary Public in and for
	County.
	State of
STATE OF defas )	
STATE OF Seyas ) SS	
•	
On this /O day	of January, 1956, before ne personally
appeared Madge So	
to be the person described in a	a single person, to me known and who executed the foregoing instrument, and
acknowledged to me thatA_	he executed the same as her free act and
My Commission expires:	
More Filter D. Tellion Ling Arms (1997) By Commission displays a sona in Page	Leola Curdiff
g essentium en	Notary Public in and for
	State of Jexan County,
	00000 01

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in consideration of the execution of the Unit Agreement for the Development and Operation of the South Chaco Unit Area leasted within the County of San Juan. State of How Mirrico, in form approved on beaulf of the Secretary of the Interior, the undereigned benera of lands or leader, or intercate therein or revolutes presently hold or which may arise wrong existing optics agreements, or other interests in production commed by said Unit Agreement becoby severally, each to the extent of his or her particular downship or interest, as may appear, concent to the inclusion of said lands within the Unit Area therein defined, rather approve and adopt the torse of said Unit Agreement and any modifications thereof approved by the Merratany of the Interfor or his duly authorized representative as applicable to said several lauds and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is satended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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ADDRESS

SIGNATURE

2106 Fairfield and Peckard N Briefs

Sharefort La Gase Winner Briefs

For 9, 1956

CTATE OF	) · · · SS. :	
roothax Ob	)	
On this	day of	, 195, before me appeared
CH VIII D		
uly sworn, did say	that he is the	personally known, who, being by we President of
s the corporate seal nd sealed in behalf	l of said corporation of said corporation	t the seal affixed to said instrument  a, and that said instrument was signed by authority of its board of directors,  acknowledged said instrument to be
	,	
		nto set my hand and affixed my ertificate first above written.
y Commission expire	3:	
	<del></del>	
		Notary Public in and forCounty,
		State of
TARR OF LOUISTANA	en e	
TATE OF LOUISIANA PARISH	) ss.:	
DURTY OF CADDO	)	
		described in and who executed the me they executed the same as their
y Commission expire	s:	en e
it leath		But of Buin
		Notary Public in and for
		Caddo Parish State of Louisiana
	•	State of Louisian
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OUNTY OF	) SS.:	
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		, a single person, to me known ecuted the foregoing instrument, and ted the same as free act and
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Tr. 17

1533 El Campo Dr. Jane M. Meuro Date: 2/27/56

STATE OF ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (	
commix of ( )	
	205
	195 before se appeared
aly sworn, did say that he is the	me personally known, who, being by me President of
and the sthe corporate seal of said corporation	t the real affixed to said instrument
nd scaled in behalf of said comporation	by authority of its board of directors
nd said he free act and deed of said corporation	acknowledged sold instrument to be
IN WITNESS WRESEOR, I have here fficial seal the day and year in this co	eunto set my hand and affixed my partificate first above written.
ty Commission expires:	
	Notery Public in and forCounty
	State of
n	
COUNTY OF Salear ) SS.:	
	y far
COUNTY OF Aslian)	
	bussey 1956, before me appeared
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On this 27 day of 34 day o	described in and who executed the
On this day of and scknowledged to the test and deed.	described in and who executed the
On this day of and somewhat and deed.	described in and who executed the one they executed the same as their
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On this 27 day of 32 day o	described in and who executed the one they executed the same as their
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On this day of are wife, to me known to be the persons conspoint instrument, and acknowledged to the and deed.  Margaret Ann Young Nation from the Date of County, band Notice to	described in and who executed the one they executed the same as their  Motary Public in and for  County
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On this day of	described in and who executed the one they executed the same as their  Motary Public in and for  State of

State of

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ROBERT J. BALDWIN, Notary Public of Set for International Training Medicine And Section 1988

ADDRESS

Subscribed and sworn to before and address and add

DOOM I DI	) SS.:	
COUNTY OF	,	
On this	day of	, 195, before me appeare
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duty sworm, and say tha	and the	at the seal affixed to said instrume
is the:corporate seal of and sealed in behalf of	I said corporations said corporation	on, and that said instrument was sign by authority of its board of direct acknowledged said instrument to on.
		reunto set my hand and affixed my certificate first above written.
My Commission expires:		
	≥	
		Notary Public in and for
		State of
STATE OF	)	
COUNTY OF	) SS.:	
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On this		
	day of	195 hefore me enneare
CH HELD	day of	, 195, before me appeare
	<u> </u>	and
nis wife, to me known to	be the persons	and described in and who executed the
his wife, to me known to foregoing instrument, as	be the persons	and described in and who executed the
his wife, to me known to foregoing instrument, ar free act and deed.	be the persons	and described in and who executed the
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ADDRESS	SIGNATURE
124 MAITA CLEOLE	A. A. Million
EXPASO, TEXAS	
Date: 3-22-1956	
124 ANITA CIROLE	anna Genel melly
ENPASO. TEXAS	
Date: 3 22-1956	

STATE OF	1	
	) ss.:	
COUNTY OF	)	
0. 452	15 A	206
On this	day of	, 195 before as appeared
	to me	personally known, who, being by me
uly sworn, did say that	he is the	President of
	and tha	t the seal uffixed to said instrument
s the corporate seal of	said corporatio	n, and that said instrument was signed
		by authority of its board of directors,
nd said		acknowledged said instrument to be
he free act and deed of	said corporatio	n.
THE WITHHER WHIPPEN	Nr. Thoughouse	nto set my hand and affixed my
		ertificate first above written.
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y Commission expires:		
• 		Notary Public in and for
		Count
		State of
TATE OF TEXAS	)	
	) SS.;	
DUNTY OF EL PASO	)	
R. H. MILLER	and	
R. H. MILLER is wife, to me known to	and be the persons	ANNA DATT MITTED
R. H. MILLER is wife, to me known to oregoing instrument, and	and be the persons	ANNA PAUL MILLER described in and who executed the
R. H. MILLER is wife, to me known to oregoing instrument, and ree act and deed.	and be the persons	ANNA PAUL MILLER described in and who executed the
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R. H. MILLER  s wife, to me known to bregoing instrument, and the act and deed.  Contains expires:	and be the persons acknowledged t	ANNA PAUL MILLER  described in and who executed the one they executed the same as their  Crease  Notary Public in and for  El Paso Count  State of Texas
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### BATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the South Chaco Unit Area located within the County of San Juan, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise wider existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their deveral rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties eweing or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his or her assigns or successors in interest.

350	ADDRESS  Mackland Avenue, N		1. 2°C	),24 	SIGNATURE HOL	yas	
Alb	uquerque, New Mexico			Jos	Plaire	Bry	
Date:	3-31-56.				1		
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Date:		<del> </del>	,			•	<del>-</del>

COUNTY OF		
	) SS.;	
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On this	day of	, 195, before me appeared
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uly sworn, did say that	t he is the	me personally known, who, being by me President of
	and the	nt the seal affixed to said instrument
		on, and that said instrument was signed to by authority of its board of directors
		acknowledged said instrument to be
ne free act and deed of	i sald corporatio	on.
		reunto set my hand and affixed my certificate first above written.
ty Commission expires:		
	•	
		Notary Public in and forCounty,
		State of
TATE OF NEW MEXICO	)	
COUNTY OF BERNALILLO	) SS.:	
	•	
On this 31	st devor M	arch 1956 , before me appeared
F. R. Bryan		and Jo Claire Bryan
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		described in and who executed the to me they executed the same as their
		described in and who executed the
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tate of		Notary Public in and for  Bernalillo  County
tracting instrument, and deed.  Section expires:	nd acknowledged	Notary Public in and for  Bernalillo  County
TATE OF	) ) SS.: )	Notary Public in and for  Bernalillo  State of New Mexica
TATE OF	) ) SS.: )	Notary Public in and for  Bernalillo  State of New Mexica
TATE OF On this	) SS.: ) day of	Notary Public in and for  Bernalillo County, State of New Mexico
STATE OF  On this  one be the person description of the control of	) SS.: ) day of bed in and who e	Notary Public in and for  Bernalillo County  State of New Mexica  A single person, to me known secuted the foregoing instrument, and
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#### POLIFICAÇÃO POR LA LA LA COMPANA DE LA COMPA

in the idential of the execution of the Unit Agreement for the Development and Operation of the South Chaes Unit Area Joseph within the County of the fuen, State of New Mexico, in form approved on behalf of the Corretury of the Interior, the undersigned oraces of lands or leases, or interests therein or royalties presently need or which may arise under exturing option agreements, or other interests in production covered by said Ocit Agreement hereby deverally, such to the extent of his or her particular comerthip or interest, as may copeer, content to the inclusion of said lands within the Unit Area therein defined, racify, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior Or bis duly sutherized representative as applicable to said several lends and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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COUNTY OF

On this		195 before we appeared
and the second s	to	ne personally known, who, being by we President of
luly sworn, did say that	he is the	At the seal efficat to said instrument
is the corporate seal of and sealed in behalf of a	said comporati said comporatio	on, and that rold instrument was signed on by suthority of its board of directors, schoolsaged said instrument to be
the free act and deed of	said corporati	01.,
		ereunto set my hand and affixed my certificate first above written.
My Commission expires:		
		Notery Public in and for
		State ofCoanty,
•		NOTICE OIL
STATE OF A. Activis	)	
COUNTY OF Santa Fe	) SS.:	
Market State of the State of th	1	
On this	day of	and Jane E. W. Kenna
The Polis Juna		and Jan E. McKenna
his tipe, to me known to	be the persons	described in and who executed the
reregaring instrument, an	u scimontedied	to me they executed the same as their
My Commission expires:		2 10
ly Commission Expires July 29, 19	£0	James my Wesley
		Notary Public in and for Sauta County,
		State of n macio
MD 4 MD - 0 M	· ·	
STATE OF	) )	
COUNTY OF	)	
On this	day of	, 195, before me personally
appeared		, a single person, to me known
to be the person describ	ed in and who e	executed the foregoing instrument, and cuted the same as free act and
My Commission expires:		
		•
		Notary Public in and forCounty,

# PATIFICATORILAND FROM A STORY ASSUMENT

In consideration of the execution of the Unit Agreemat for the Development and Operation of the South Chaco Unit Area located within the County of dan Juan, State of New Moxico, in form approved on behalf of the Secretary of the Interior, the undersigned excers of lands or leases, or interests therein or royalties presently held or which way arise under exiating option agreements, or other interests in production covered by said Unit Agreement hereby deverally, each to the extent of his or her particular canarship or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement and any modifications thereof suproved by the Cacretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and wodified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands effected hereby, and when so executed shall be binding upon the undersigned, his or her assigns or successors in interest.

ADDRESS

ADDRESS

SIGNATURE

BOSON, 554

Summan Description

Date: Annulus 5, 1955

Date: STATE OF NEW MEXICO | Sand State | Sand State

Edward M. Digneo, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the charges his free act and deed.

The charges WHEREOF, I have hereunto set my hand and affixed my official

On this 15th day of December 1955, before me personally appeared

whereof, I have hereunto set my hand and affixed my official the day and year in this certificate above written.

3-5-1959

*\$*.

### RATIFICATION AND JOINDER OF THEE ACCESSES

is call densition of the exemption of the Univergreement for the Development and Operation of the South Index and Caron Located within the County of Lan Jean, 1981e of New Mexicon increase approved on behalf of the Secretary of the laterior the undersigned owners or made to reases, or interests therein or royalties presently held or which may arise ander exist ing option agreements, or other interests in production covered by said Unit Agreement nereby Averally, each to the extension his or her particular ownership or interest, as may appear, consent to the Incitision of said lands within the Unit Area therein derined, ratify, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of smid Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) will and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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Ta. 22,41,45

ADDRESS	SIGNATURE
P. C. BOX 993.	Charles Fourales
SANTA FE, NEW MEXICO	Letter Land
Date: DECEMBER 5, 1955	
Dete:	
STATE OF NEW MEXICO ) ) SS: COUNTY OF SANTA FE )	
On this the 5th day of December 1955, befo	re we personally appeared Charles b.

On this the 5th day of December 1900, before we personally appeared Charles b. Gonzales and Betty Gonzales, his wife to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITHER THE TAIL I have hereunto set by hand and affixed by official seal the day was fear to this certificate above written.

Nothern Public

Try Complex and Applicate Sept. L3, 1959

#### RATIFICATION AND JOINDAR OF UNIT ACREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the South Chaco Unit Area located within the County of San Juan, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may srice under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lamus and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created o defined shall be deemed fully performed by performince of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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TRACT NO. 23

ADDRESS	SICNATURE
1018 Idlewilde Lane, S.E.	Carrol T. Payne
Albuquerque, New Mexico	Editot Tame
	Edith H. Payne
Date: March 21, 1956	
De to •	

On this	day of	195, before as appe	eared
	. to	me personally known, who, being	рж же
iuly sworn, did say that	t he is the	me personally known, who, being President of	
is the corporate seal of and sealed in behalf of	f said corporat said corporati	that the seal affixed to said inside in the said instrument we can by authority of its board of acknowledged said instrumention.	us signed director
		eunto set my hand and affixed w certificate first above writter	
My Commission expires:			
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	•	Hotary Public in and for	
		State of	Cour
		J 9E 40 UL	
STATE OF NEW MEXICO	)		
	) ss.:		
COUNTY OF BERNALILLO	)		•
•.			
On this 21st	day ofM	larch 1956, before me app	eared
T. Payne		ind Edith H. Payne	·
		ns described in and who executed to me they executed the same a	
and deed.			— ▼ <b>***** &amp;**</b>
Species on expires:		American Company	
- SECOND STATE OF THE SECO			
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	9.	The Carky	· · · · · · · · · · · · · · · · · · ·
	<b>5.</b>	Notary Public in and for	
	<b>3.</b>		
	<b>3.</b>	Bernelillo	Cour
r commission expires Sept. 27, 1986		Bernelillo	
r commission expires Sept. 27, 1986	) ) SS.:	Bernelillo	
STATE OF	<b>)</b>	Bernelillo	
COMMITTEE OF	<b>)</b>	Bernelillo	
STATE OF	} ss.:	Bernalillo State of New Mexico	Cour
STATE OF COUNTY OF	) SS.: day of	Bernalille State of New Mexico  195, before me per	con
STATE OF  COUNTY OF  On this  appeared to be the person described howledged to me that	) SS.:day of bed in and who	Bernalillo State of New Mexico	county somethy and, and
STATE OF  COUNTY OF  On this  appeared to be the person described howledged to me that	) SS.:day of bed in and who	Bernalille  State of New Mexico  195, before me per, a single person, to mexecuted the foregoing instrument	county somethy and, and
STATE OF  COUNTY OF  On this  appeared to be the person described acknowledged to me that deed.	) SS.:day of bed in and who	Bernalille  State of New Mexico  195, before me per, a single person, to mexecuted the foregoing instrument	course known ont, and
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STATE OF  COUNTY OF  On this appeared to be the person described acknowledged to me that ieed.	) SS.:day of bed in and who	Bernalille  State of New Mexico  195, before me per, a single person, to mexecuted the foregoing instrument	commont, and

State of

#### RATIFICATION AND IO OPER OF UNIT ACCESSET

In consideration of the execution of the Unit Agreement for the Javslopment and Operation of the South Chaco Unit Area localed within the County of San Juan, State of New Mexico, in form approved on beneit of the Secretary of the interior, the undersigned owners of lamas or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his or her particular oxidership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling, development and producing requirements of all lamses and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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ADDRESS	signature
1714 W. Hind	marion V. Jan
Hoswell, n. m.	
Date:	
	Later
Dete:	

STAIR OF	)	
COUNTY OF	30 s	
Or this	îc veb	, 195 before we appeared
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iuly sworn, did say that	t he is the	me personally known, who, being by me President of
is the corporate seal of and sealed in behalf of	said corporations said corporation	or the seal affixed to said instrument on, and that said instrument see signa- by authority of its board of directo- acknowledged said instrument to be on.
the free act and deed of	said corporation	on,
		reunto set my hand and affixed my certificate first above written.
My Commission expires:		
		Notary Public in and for
		State of
STATE OF NEW MEXICO	) ) ss.:	
COUNTY OF CHAVES	)	
On this 3rd	day of A	oril 1956 before me appeared
L. C. Varris		and Marion V. Harris
	be the persons	described in and who executed the
fine est and deed.	a acknowledged	to me they executed the same as their
GT AT		
Carries expires:		
A Section		Fage Wilson (Davia)
Count		Notary Public in and for Chaves
		Count
	**************************************	State of New Mexico
STATE OF	· · · · · · · · · · · · · · · · · · ·	
	) <b>3</b> 3.:	
COUNTY OF	)	
On this	day of	195 before me personall
ppeared		, a single person, to me know
		recuted the foregoing instrument, and ited the same as free act a
ty Commission expires:		

State of

Before me, a Notary Public, on this.

Contract I-149-Ind-7603

Jim Beyale or Tah-chee-nee-nez-bega, C#11926, Heir of Al.#107 and 116

Mrs. Jim Beyale

Neska-la-us also known as Nahti or Antencio Trujillo or Antonio Trujillo C#12297 as Original Allottee of Al.#109 and as Heir of #107 and 116

Mrs. Antencio Trujillo also known as Hoska ye-e-teal, C#12069 as Heir to Allot #107 and 116

Mrs. Julian Trujillo

to me known to be the identical person(s) who executed the within foregoing lease, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In consideration of the state of the first o

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his or her assigns or successors in interest.

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Ster Lake Cuban. my

Date: 3-2-50

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Date: 3-2-56

SIGNATURE

John Beyold The Continue June 1

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Marie Marie Paris, in the

Follie Griffith, Beir Al. #126 Berl Griffith

To Be man or Glin hen mes Bak, 41.0178, Heir 105 & 106

Nah-glin-nap-pak or Esthon-derbidy er Glin han sith bek or Mrs. Walter Harrars, Beissel-File 200

Seeke or Shorty Trujille, 41.4113 and Beir of 41.4107 also Mrs. Shorty Trujille or Betty 649780

Mrs. Tom Lanel, Wife of Tom Lamel, Heir Al. 133, 137, 135 and 136

Lee Smith, Heir of Al. #100

to me known to be the identical person(4) who executed the within foregoing lease, me to me that they executed the same as their free and deputing act and dead for the poses therein set forth.

My Commission expires Sept. My Distribution and September 1. Jacobs

se of whether or not it is executed by all other a interest in the lands affected hereby, and when upon the undersigned, his or her assigns or Her Ro. their Bunx Punx 8094 SIGNATURE

Mrs. Tom Famil 7603 Hundon & Hain 7133-1378075 Date: 4-16-56,

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Dates

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State of New Mexico

County of McKinley

Before me, a Notary Public, on this 5 day of Maral personally appeared

____, 195

Ge-hon-es-pah Cayadito C#9647, Heir of Allot #92 or Al.#128 and 129 or Mrs. Joe Julian or Mrs. Smiley Norberto Contract #I-149-Ind-8096

Gentract #I-149-Ind-7603

Joe Julian, husband also Heir 107 and 116, original Al.#115 Contract #I-149-Ind-7603

Marvin Denison or Marvin Denetso 0#9704, Heir of Al.#126 Contract #I-149-Ind-8094

Mrs. Marvin Dennison or Mrs. Denetso

Ilth-hah-pah or Alice Denetso Thomas or Mrs. Leo Tomas C#9705, Heir of Al.#126

Mr. Lec Tomas Sentract #1-149-Ind-8894

to me known to be the identical person's who executed the within foregoing lease, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Mura

My Commission expires September 1, 1958

## PARTITIONS OF SOMEON OF HOTEL ACTIONS

In consideration of the execution of the Unit Agreement for the Development and Operation of the South Chago Unit Area located within the County of San Juan, State of New Marico, in form approved on behalf of the Secretary of the Interior, the undersigned counts of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his or her particular comesship or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined; ratify, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorised representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly under at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming enfinterest in the kands affected hereby, and when so executed shall be binding upon the undersigned, his or her assigns or successors in interest.

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State of New Mexico :
County of McKinley

Before me, . Notary Public on this sersonally inceased

27 dan of Jan 1956

Controot I+12--Ind-8092

Samuel Samiavel, Heir of Julian Sandoval, Heir of Al. elle...

- Contract I-lig9-Ind-6009

Renneth Smith, Heir of Al.#100

Richard Smith, Heir of Al.#100

Wilbert Smith, Heir of Al. #100

Gentraet I-149-Ind-7603

Alfred Nelson or Hoska-ye-ge-nee-wood, 0#12287 as Heir to Al.#107, and Iló.

Contract I-129-Ind-8098

Ban Ricc or Boah or Bah Sonnie, Heir of Al.#94, 95, 96 and 97.

to me known to be the identical person(s) who executed the within feregoides and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth

May Commission expires By Contained expires September 1 1958

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Date: Jon 27-56 Bak Ries

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Mrs. Lanel or Sum-suis to Mrs. Stated, M.M. 14, 646.7166 and Heir to Al., \$135, 133 and 137.

Frank Valino Hasband of Despaced About the pal or Mrs. Trinqualline or Mrs. Sarah L. Valino, CARRISS, Beir to M. #135, 133 and Al. #137.

Mrs. Levi Norberto, Wife of Levi Moderne M. Moderne (Aldis), Heir of Ald 22 on Contract I-149-Ind-4096

Contract I-149-Ind-8096

Contract I-149-148-7603

George Tsosie or Mitchell Tsosie, C#10009, Heir to Al.#94,

to me known to be the identical person(s) who executed the within foregoing least to me that they executed the same as their free and voluntary act and dead for poses therein set forth.

My Commission expires Sept. 1, 1955 September 1, 1955

STORATURE STORAGE Min Miller 19-56 Entry port Den prix. 3000 mrs Live Norbisto County of McKinley

Before me, a Notary Public on this personally appeared

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day and the

Contract 1-149-1nd-7603

Zuna or Jake Julian C#12265 also known as Consuc #12410 as Heir to Allot #107 and 116

Seehee or Shorty Trujillo as Original Al.#113 and heir to Al.#107 and 116

Mrs. Martin or Da-ta-pal Al.#641, Widow, Heir to Al.#103 and 104 on Contract I-149-Ind-8097
Mrs. Hosteen Beyale or Glee-nee-nun-pah also known as Emma
Trujillo, C#12286 and Heir to Al.#107 and 116

Tom Lanel or Choia or Wah-ti-ye-i-yah or Daniel Tom or Tom Lionel, Heir of Al.#133 and 137 and also known as Wah-ti-te-ya or Daniel Tom C#12292 and Heir of Al.#135 and 136 on Contract I-149-Ind-8095. Al.#136 is for self

Evans Julianto or Evans Julianito C#12224, Heir to Al.#197, 114 and 116

to me known to be the blanticel persons (s) who executed the within feedgaing lease, and to me that they executed the same as their free and voluntary are and dead for the poses therein set forth.

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Date: 1-17-56 46 46

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State of New Mexico

County of McKinley

Before per a Nature Perils and an analyst personally appeared

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Alired Larion or Alired Tazza or Bosha-table-war or Alired Vazza Marion Callignous Estrato Alialon and lists

Bessie Norberto on Da-yazzie on Day-yazzie Morberto on Mrs. Diok Beyale 0418097, Heir to Al. 4185 and 189, also Meir of Al. 492, on Contract I-119-Ind-8096.

Nrs. Manuel Fadilla or Yens-yoh or Yus-na-edway 0/12220 as Hoir to Al./107 and 116.

Mrs. Tom Augustine or Tadespain 0=12088, Nair to Al. =120 and Al. =92 on Compuser U-1.04-Ind-100s;

to me known to be the derital person's who executed the within foregoing lease, and acknowledged to me that they executed the same or their free and solumnary fact and deed for the uses and purposes therein so north.

Sign Commission expires Supression depres September 1, 1958

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This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his or her assigns or successors in interest.

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Date: 2-3-56

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The Market of the State of the

State of New Mexico
County of McKinley

Before me, a Notary Public, on this personally appeared

day of the

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Jonapain 2-149-Ind-7603

Jentrest I-149-Ind-6096 ,

I-yazza, also known as Jos Morberto'; 0#12106, Heir to Al.#126 and 129, also to Al.#92.

Ims. Joe Norterto

00ntrgot I-149-Ind-6096

Controct I-129-Ind-7603

Noma Augustine or The-ley Norberto (Al. #131), O#11909, Heir of Al. #00, and Al. -120 and 129, Also known as Ars. Hosteen Pah, Widows.

Prin Shay or Mrs. Jos Mazzis, Heir of Al. 4103 and 106

ims. Joe lazzie

to me known to be the identical person's who executed the within foregoing lease, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth

My Commission expires Sept. 1. 1958

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In consideration of the sections of the Mark the Land of the Mark the Pevelopment and County of San Jame, Space of New Market, in these approach as James and County of San James, Space of New Market, in these approach as James and Mark the Interior, the underplaced the San James and Mark the Interior of the Interior, the underplaced the San James and Market in the Interior of the Unit Area therein defined, ratify, approve and said the terms of said Bait Agreement and any modifications thereof approved by the San James of the Interior or his duly authorised representative as applicable to mid several lands and interests, agree that the term of any lease given by the undereigned or under which the undersigned claims an interest herein is attacked and modified to the extent necessary to make the same conform to the terms of said Unit Agreement agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be decaded fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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<u>ADDRESS</u>	S	IGNATURE .	umbpuny
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State of New Mexico

County of McKinley

Before me, a Notary Public, on this______

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Ada or Nr., Art or Arch Werlto or Warito

Comtract I-119-Ind-7603

Bessie Boy:lo or Da-yarzie also kmown as Day-yazzie M**orberto or as** Bessie Morberto or as Mrs. Diok. Bayale, O#12097 as He**ir Al.#12**b and 129. and of Al.#92.

Dannamada I-119-Ind-8196

Janumada I-119-Ind-7003

Jannia Augustine or Inn-des-pah, also known as Mrs. For Augustine, UF12000, Meir of Ai. 492, and heir of Al. #120. and 129.

36Ntma01 1-119-Ind-\$099

Mi-ti-y-ealth-hi-yah or Charley Joe, Heim of Al. #100

Ower Charley Joe

to me known to be the identical person s, who executed the within foregoing lease, and acknowledge to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires septimes September 1, 1958

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to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such lesses or other contracts. This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his or her assigns or successors in interest. SIGNATURE

State of New Mexico
County of McKinley

Before me, a Notary Public, on this day of July personally appeared

Lorena Sandoval or Yah-des-pah also known as Yah-du-pah or as Yah-de-pah or as Lorena Foster Sandoval or As Lorena Sandoval or as Mrs. George Chopo Sandoval, Census#10022 or as Alot #138

Contract #I-149-Ind-7603

Glinth-dez-bah or Mrs. Keith Begay, Heir of Al#103 and 104

Keith Begay

Contract #I-Lu9-Ind-8097

to me known to be the identical person(s) who executed the within foregoing lease, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires September 1, 1958

regardless of actual noe of all such obligations . duction therefrom, shell constitute full performance of all sur the undersigned existing under such leases or other contracts. This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all-other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his or her assigns or successors in interest. ADDRESS nevasandoral 76.3 Date 0726 11-56

State of New Mexico
County of McKinley

Before me, a Notary Public, on this 16th day of Apr	<u> 11 </u>	195 6
Richard Sandoval, Heir of Al. (107-116	7603	
Charlie Tsosie, Heir of 94-95-96	8098	
Ignacio Atencio, Heir of 107-116 Mrs. Ben Ignacio, Heir of 107-116	7603 7603	
Mrs. Joe Tso or Nah cle-ya-nas-pah-widow, Heir 103-104	8097	
John Tso or Nah-yah-Tso, Heir Al. #103 and 104 Juanita Tso or Mrs. John Tso	8097	•

to me known to be the identical person(s) who executed the within tenancing leads, and to me that they executed the same as their free and planting act and deed for the poses therein set forth.

My Commission expires the Calendalia scales the sealing

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This Ratification and Joinder of Unit Agreement may be executed in any master of counterparts with the same force and effect as if all parties had been the same document and shall be binding upon all those who execute a linear hereof, regardless of whether or not it is executed by all other exercises owning or claiming an interest in the lands affected, hereby, and when exercises the binding upon the undersigned, his or her assigns or exercises in interest.

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Date: 4-16-5-6	Sirai	103-104	8097
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State of New Mexico

County of McKinley

Before me, a Notary Public, on this personally appeared

25 day offer

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Compract T-119-Ind-8007

No van elmh Molth or limmle Chomlie¶Al,4lòo8, C#l23Tx, Heim of Al,4l03

Mrs. Little Charler

Domomaco T-119-Ind-3097

Mata-ye-ta-na-yah-Tso, Heir of Al. 4103 and 101 or old Lady Singer the Woman tho don't Sleep.

Contract I-M-9-Ind-8092

Mrs. Agupato Atambio or Mrs. Blue Sheep or Choh. Beap of Allicag 105 and 106

Compress I-129-Ind-Te03

Fawherfor Omed Bake Molson, also import as Eghe Melso, widows O#12251 Heir of Al, ≈107 and 116.

to me known to be the identical person's who executed the within foregoing lease, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set form

Ma Commussion major - The Commission expires, September 1, 1958

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This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon the undersigned existing and support to the production the production allocated under said Unit Agreement of the production allocated under said Unit Agreement of the production allocated under said Unit Agreement to the production allocated under said Unit Agreement to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do on shall apply, regardless of actual production therefore, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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Ruth Newman Fireshaker

(Mrs. R. N. Fireshaker)

Cittl Newman Fireshaker

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April 21, 1956

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STATE OF COUNTY OF foregoing instrume free get and deed. My Commission empires: STATE OF COUNTY OF ery Public in and for State of New Mexico
County of McKinley

Before me. : Notary Public : personally appeared

Billie Teosie, kair of Al. 402, ej smi

Ams. Billie Dsomie

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Alth-nos-bah or Mas. Hee Sandoval, Heirof Al. 92, 35 and 92.

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to me known to be the identical person's who executed the within foregoing lease, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires My Portanitation expires September 1, 1958

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to me known to be the identical person(s) who executed the within foregoing lease, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires Sept-Commission expires September 1, 1958

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Date: 4-12-56

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4-12-16

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State of New Mexico

County of McKinley

Before me, a Notary Public, on this_personally appeared

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Clarence Tso or Bi-ich-la-tin or Bish-than, Heir of Allot #103.

Contract I-149-Ind-8097

Andy Tsosie, Heif of Al. #94-95 and 96

Grace Tsosie or Mrs. Andy Tsosie

Contract I-149-Ind-8098

Bessie Sandoval or Mrs. Julian Sandoval or Mrs. Julius Sandoval, Widow, Heir of Al.#126

Contract #I-149-Ind-8094

to me known to be the identical person(s) who executed the within foregoing lease, and advantage to me that they executed the same as their free and columnary act and deed for the uses and purposes therein set forth.

My Commission expire Apple Commission texpires September 1, 1958

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agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts. This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his or her assigns or successors in interest. SIGNATURE 8097 Kimbetch Wilson

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gy ∓ \$	State of New Markins County of McKinley		
	Before me, a Notary Public, on this 13 th day of Apripersonally appeared	r11 1955	<u>.</u>
	Rodger H. Sandeva, Heir of Al. #126 Herril L. Sandeval, Heir of Al. #126 Rocie T. Scott or Atad or Da Nas Bah Mr. Dick C. Scott, Heir of Al. #103	8094 8094 8097	
	Mrs. Stella Tspsie Lee, Heir of 94, 95 & 96 Mr. Herman Lee Mr. Paul Begay or Dalith Tso Heir of Al.#103 & 104 Eshi hi Tsosie, Heir of Al.#100	8098 8097 809 <del>9</del>	
	Mr. Jim Harvey or Jim River, Husband of Yealth doz Bah or Mrs. Jim River, Deceased, Heir of	Al.#100 8099	

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This next flaction and Johnson of Unit Agreement may be executed in any processor with the same force and affect as if all parties had save account and small be blacking more all those who execute a largest processor of whether or not it is executed by all other sames or claiming on interest in the lands affected hereby, and when the indicate upon the undersigned, his or her assigns or

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Fotger D. Dandorel William & Sendan 2800

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Folihi Janin

Dates

State of New Mexico

County of McKinley

Andy Newman or Andy Antonio, Noir of Al. Flog and lou Esther 3. Newman

Contract I-119-Ind-1047

Andrew Newman Jr., Heir of Al. (103 and 101 )

Arthur Newman, Heir of Al. #103 and 101

Francis Norberta, Al. #90, C#12089, Heir of Al. #92

Mrs. Betty Norberto or Mrs. Francis Norberto

Contract I-119-Ind-8096

Exid-his-pah or Mrs. Julia Jake or Mrs. Julian Jake, Al. #90 and Heir of Al. #94-95-and 90

Julian Jake

Contract I-149-Ind-6100 Contract I-149-Ind-6696

to me known to be the identical person(s) who executed the within foregoing lease, and acknowledged to me that they executed the same as their free and foluntary act and deed for the uses and purposes therein set forth.

My Commission expires September 1, 1958

The 3 3 3 3 2 34

In consideration of the monators of the Both Agreement for the Both Longest and Installed of the Both Longest and Installed of the Both Longest and Longest at the Interior, the undersigned consers of leads or libror, or interests therein or royalties presently held or which may arrise under existing driften appearants, or other interests in predestion covered by said Unit Agreement hereby severally, each to the extent of his or her particular consership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorised representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefore, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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State of New Mexico
County of McKinley

Before me, a Notary Public, on this_____

Navajo Thomas Al# 061609 (0#12376) Heir of Al. 103 and seld Heir of Joe Thorn as minor Heir of Al.# 103

Trene Thomas or Arline Thomas, Heir of #113

Junior Thomas or Walter Thomas, Heir of \$103

Hosks-yeth-e-dal or Kee Max Heir of Alglos, Galasol

Mrs. Kee Max

Contract #I-119-Ind-8007.

to me known to be the identical person(s) who executed the within foregoing lease, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires MicCommission expires September 1, 1236

In employment and (peretion of the South Chaco Unit Area locates within the County of the June, State of New Maxico, in form significant on whelf of the interests of the Interior, the undersigned country of the Interior, the undersigned country of the Interior, the undersigned country of the Interior or royalties presently held or which may arise under existing aption agreements, or other injerests in production covered by said Unit ship or interest, as may appear, consent to the inclusion of said lands within the Unit area therein defined, ratify, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, and other contracts in which their several rights and interests are created or Unit Agreement, and agree that persent for or delivery of (whichever may be not the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual preduction therefrom, shall constitute full performance of all such obligations to the undersigned existing under such lesses or other contracts.

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ADDRESS  Trutton of my	SIGNATURE  174. 7 Lines
Date: 2-27-56	Tene Homer
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Date: 2-27-56	Moke max the mark

Howard Wilson

' State of New Mexico

County of McKinley

Before me. ... Notary Public, on this

1956

· wereomatty appeared

Obsisting W. Henio or Obristing Mien Henio, C#6127, Heir of Al. 100 and 101

Jontrack I-119-Ind-6097

Bessie Newman, Heir of Al: 4103 and 104 Contract I-119-Ind-8097

to me known to be the identical person(s) who executed the within foregoing lease, and acknowledged to me that they executed the same as their free and voluntary acr and deed for the neet shall purposes therein set forth.

My Commission expires Sept. 1, Mosommission expires Supremum 1, 1458

interests, agree that the term of any lease given by the undersigned or under which the large that the same of the terms of said under the large that the same of the same of

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ADDRESS	SIGNATURE
Printt	Christine W. Henrio 8197
hur mex	
Date: Jon 17-56	Bessie nouman 8.9
Date:	
0/1/6	

State of New Mexico
County of McKinley

Before me, a Notary Public, on this_personally appeared

23 day of

<u>95_0</u>

Contract I-119-Ind-8097

Toe Paul or Hostein Ba-kibo, Al=028272, Heir of Al.#183

Mary Paul or Mrs. Joe Paul ...

To: Charley or Heith Chee, Heir of Al#103

Mas, Joe Charley

Faul Nauman of Hok-ka or Nee-Chee, Al#028267,0#12319, Heir of Al.#

No s. Paul Heraman

to me known to be the identical person's who executed the within foregoing lease, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My day Commission texpires September 1, 1958

The lates of the South Chase Unit Agreement for the South Chase Unit Agreement for the South Chase Unit Agreement for the South Chase Unit Agreement on behalf of the South So

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Date: 1-23-56.	- Im		
1	Q _f		
Howsellen	bon		

State of New Mexico County of McKinley

Before me, a Notary Public, on this

personally appeared

Kee Tsosie or Miles Tsq (Al 642) heir of Al.# 103 and 104

Eleanor Tsc or Mrs. Miles Tso

Jontract I-149-Ind-8097 ...

Betty T. James, Widow or Betty Tsosie or Mrs. Walter James, Heir of Al. #97, 94, 95 and 96.

Contract I-119-Ind-8098

to me known to be the identical person's who executed the within foregoing lease, and acknown to me that they executed the same as them free and countary act and deed for the uses poses therein set forth.

My Commission expires Shp Commission expires September 1, 1958

agree that the urread and other contracts in which their several read other contracts in which their several read of the provide fined shall be deemed fully performed by performance of the provide fined shall be deemed fully performed by performance of the provide fined shall be deemed fully performed for or delivery of (whichever building of under prior agreements) oil and gas duly made at contract contract of the performance of required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights of interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts. This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his or her assigns or successors in interest successors in interest. STONATURE wid Wilson

State of New Mexico

County of McKinley

Before me, a Notary Public, on this_____personally appeared

personally appeared

A*detl-paha or live. Frank Lopez (al.050) Oflic.9, libit of al.30
203 and [10]

Frank Lopez

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Juan Gualit: or Nah-ti-ba-Claw (Al.#56), Rair of Alles 1/5 and lie

Arlene Guerico or The. Fuen Guerico

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John F. Tabade, Hair of Al. 451, 35 and 90

Rose Amm, Tsosie or Mys. Join B. Teosia

to me known to be the identical person s, who executed the within foregoing lease, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses, and purposes there are

My Commission expires Sep

expires Sept Commission expires September 1, 1958

## Marie Colores des Automos de la la la Colores de la Colore

In consideration of the ensention of the Buit Agreement for the Development and Operation of the South Chase Built Area located within the County of San Juan; Spate of the Mexico, in form agreement on tehalf of the Secretary of the Interior, the undersigned countre of lands or leanes, or interests therein or royalties presently held to which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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Magazie M my Frank fagige

Date: 1-5-56

Min. Min. Min. Light

Jacob Light

Morifaco Ave

Farmington, n. max

Date: 1-5-56

Rose Ann. Janie

Howard Wilson

County of McKinley

Before me, a Notary Public, on this personally appeared

E-kid-des-pah, Al. #102, and

Heir Al. #100 Contract 8097 and 8099

Da Bah or Hosteen-de-na-has tinnie, Heir of Al. #100 8099

Ye has pah or Fannie Francisco, Heir of Al. 100

.8099

Kin-ne-bah or Mrs. Nikia Yazzie, Heir of Al. 100

8099

Mr. Nikia Yazzie

, विकास कर इत्हार का all Traking Gos 8097 Es Kildes Pa a(#120-1/wor \$100 8099 Date: 4-10-56 Da But - Hoster New al # 100 has Bah

State of New Mexico

County of McKinley

Before me, a Notary Public, on this,

personally appeared

Heirs of Na-ti-ya-hole-wood or Betah-not-sosa Al.#046447, C#10008, Heir of Allot 94,95 and 96.

Probate F 275-51 J.L.R.

Contract # I-149-Ind-8098

Heirs: Kath-nip-bah Tom, Tsosie

. E-kid-de-pah or Mrs. Fred Willy, Al. #99, Heir of Al. #91,95 and 96 Fred Willie or Fred Willy

Contract I-129-Ind-8098

Sometract I-12,9-Ind-8100

to me known to be the identical person(s) who executed the within foregoing lease, and acknowl to me that they executed the same as their free and voluntary act and deed for the uses and poses therein set forth.

My Commission expires My Commission expires September 1, 1958

or his duly authorized representative as applicable to said a interests, agree that the parm of any lease given by the under which the undersigned claims an interest herein is extended a which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts. to the undersigned existing under such leases or other contracts.

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White Horse Lolle * Kath niphih: Crown Paint Day * Somutaine His

Date: 2-1-56

White Horse Take The Willie 18100 Crownpoint m EKId-de Pak Her make

State of New Mexico
County of McKinley

Before me, a Notary Public, on this day of March 195 personally appeared

Fred Alfred, Heir of Al.#100 Contract #I-129-Ind-8099

to me shown to be the identical person s, who executed the within foregoing lease, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth

My Commission expires MypCommission expires September 1, 1958

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This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his or her assigns or successors in interest.

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Date: 3-8-56	
<i>c</i>	
Date:	

word Wilson

## RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the South Chaco Unit Area located within the County of San Juan, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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Tn. 36

STATE OF	)	-	
ACIDIMIT OF	) SS.:		
COUNTY OF	,		
		205	
On this	day of	, 195, before m	e appeared
	to	me personally known, who,	being by me
duly sworn, did say tha	t he is the	President of the seal affixed to said	ingtmeant
is the corporate seal o	f said corporation	n, and that said instrumen	t was signed
and scaled in behalf of	said corporation	by authority of its board	of director
and said the free act and deel o	f said corporatio	acknowledged said instr n.	ument to be
		eunto set my hand and affi ertificate first above wri	
My Commission expires:			
	• •	Notary Public in and fo	r
		State of	County
STATE OF	)		•
	SS.:		5% ¹
COUNTY OF	<b>)</b>		
	er.		
On this	day of	, 195, before m	e appeared
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his wife, to me known t	o be the persons	described in and who execu	ted the
foregoing instrument, a	nd acknowledged t	o me they executed the sam	e as their
free act and deed.	•		
My Commission expires:			
-			
		Notary Public in and for	
		State of	County
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STATE OF	)		
MATERIAL OF	SS.:		
COUNTY OF	<b>)</b>		
· ·			
On this	day of	, 195, before m	e personally
appeared		. a single person.	to me known
to be the person descri	bed in and who ex	, a single person, ecuted the foregoing instr	waent, and
acknowledged to me that deed.	he execu	ted the same as	free act an
My Commission expires:			
	•		
		Notary Public in and for	•
			County

STATE OF ARIZONA )
COUNTY OF APACHE )

On this 30th day of Merch, 1966, before me appeared SCOTT PRESTON, to me personally known, who, being by me duly sworn, did say that he is the ACTING CHAIRMAN OF THE NAVAJO TRIBAL COUNCIL, and that said instrument was signed in behalf of the NAVAJO TRIBE by authority vested in the Acting Chairman of the Navajo Tribal Council, and asknowledged said instrument to be the free act and deed of said NAVAJO TRIBE.

IN WITHES WHEREOF, I have bereunto set my hand and effined my official seal the day and year this certificate first above written.

Louis enon & Questo

My Commission Expires: April 17, 1967.

In consideration of the execution of the Unit Agreement for the Development and Operation of the South Chaco Unit Area located within the County of San Juan, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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The 37, 39, 40, 44

Date: 2-1-56.

SIGNATURE

SIGNATURE

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) SS.:	
COUNTY OF	
On this day of	, 195, before me appeared
	to me personally known, who, being by me
duly sworn, did say that he is the	President of that the seal affixed to said instrument
	ation, and that said instrument was signed
and sealed in behalf of said corporat	tion by authority of its board of directors
and said	acknowledged said instrument to be ation.
the free act and deed of said corpora	ation.
IN WITNESS WHEREOF, I have official seal the day and year in thi	hereunto set my hand and affixed my is certificate first above written.
My Commission expires:	
my commission caption.	
	Notary Public in and for
	County.
	State of
STATE OF COLORADO )	
) SS.:	
COUNTY OF EL PASO )	
foregoing instrument, and acknowledge free act and deed.	ed to me they executed the same as their
My Commission expires:	
My Commission expires: Nov. 15, 1959	Juney Kelleher
	- Muy fulliber
	Notary Public in and for County.
	State of Columbia
The state of the s	
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STATE OF ) COUNTY OF )	
) SS.:	
COUNTY OF ) SS.:	305 (
COUNTY OF ) SS.:	nuary , 195 6, before me personally
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On this	his wife, XXSINGLEXPERION, to me known executed the foregoing instrument, and
On this SS.:  On this 30th day of Ja  appeared Al Greer and Fay Greer.  to be the persons described in and who acknowledged to me that they he en	his wife, XXSINGLEXPERSON, to me known o executed the foregoing instrument, and recuted the same as their free act and
On this	his wife, axaingkexperson, to me known
On this	his wife, axsingle person, to me known o executed the foregoing instrument, and recuted the same as their free act and

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Fig. 1.	- 4	1/2/	<i>—</i>		d'LATE.
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STATE OF	)	
	ફે જ્ય.:	
COUNTY OF	,	
On this	day of	, 195, before me appeared
	t	President of
luly sworn, did say that	t he is theand t	hat the seal affixed to said instrument
and sealed in behalf of	said corporati	ion, and that said instrument was signed on by authority of its board of director acknowledged said instrument to be ion.
		ereunto set my hand and affixed my certificate first above written.
My Commission expires:		•
	:	Notary Public in and for
		Notary Public in and forCounty State of
	,	
COUNTY OF San MAN	) )	
COUNTY OF Sa- MARIE	)	
On this	day of	1956, before me appeared
Kan y likak	in	and Fris Otchiers
for going instrument, as	o de the person	s described in and who executed the to me they executed the same as their
free at a space deed.		
for good pater expires	· ·	1
A COMMENT & CONTRACTOR	2 56	mae Mass
ir casi		Notary Dubles in and can
		Notary Public in and for County State of The Secretary
		State of flur furnica
STATE OF	1 N 177	
	) ss.:	
COUNTY OF	)	
On this	day of	
appeared		a single person, to me known
to be the person describ acknowledged to me that leed.	sed in and who	executed the foregoing instrument, and outed the same as free act an
My Commission expires:		
		Notary Public in and for
		County
		State of

In consideration of the execution of the Unit Agreement for the Development and Operation of the South Chaco Unit Area located within the County of San Juan, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said. Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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ADDRESS

1616 Fark Avenue, S.W.

Albuquerque, New Mexico

1610 Park Avenue, S.W.

Albuquerque, New Mexico

March 30, 1956

Date: March 30, 1956

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SIGNATURE

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In roply raffer to: . Unit Division

BED AUD 11 AN 6130

- August 3, 1058

Hervay, Dow & Hinkle Hinkle Duglekry Rosuell, New Mexico

Re: Temmination of South Chaco Unit, San Jean County, New Mexico

Attention: Mr. Howard C. Bratton

Gentlemen:

Ve are enclosing two counterpart sets of termination instruments, eight copies of the first set and seven copies of the second set, and we are retaining one set of each. These instruments represent seventy five percentum (75%), on an acreage basis, of the working interest of the South Chaco Unit as provided for under Section twenty (20) of the Unit Agreement.

The Commissioner of Public Lands approved this termination as of August 7, 1958, subject to like approval by the United States Geological Survey.

Please transmit to us one fully executed copy as soon an this has been fully executed.

For your information please note that Mr. E. F. Brity's signature, for Skelly 011 Company, is not dated.

Very bruly yours, MURITAY E. MORCAH Commissioner of Public Lands

BY:

Ted Bilberry, Supervisor Cil and Cas Division

MEN/MEN/m cc: USS

USGS-Rostæll SSS-Santa Fe

BEFORE THE

# Gil Conservation Commission

Santa Fe. New Mexico March 14, 1956

IN THE MATTER OF:

CASE NO. 1033

TRANSCRIPT OF PROCEEDINGS

ADA DEARNLEY AND ASSOCIATES

COURT REPORTERS
605 SIMMS BUILDING
TELEPHONE 3-6691
ALBUQUERQUE, NEW MEXICO

# BEFORE THE OIL CONSERVATION COMMISSION Santa Fe, New Maxico March 14, 1956

#### IN THE MATTER OF:

Application of Great Western Drilling Company for an order granting approval of a unit agree:
ment for the development and operation of the South Chaco Unit Area embracing All of Township:
22 North, Range 8 West, and All of Township:
22 North, Range 9 West, San Juan County, New Nexico. Applicant in the above-styled cause, seeks an order granting approval of its proposed Unit Agreement to which applicant, et al, are parties thereto; said Unit Agreement consists of 46,123.08 acres, more or less, embracing All of Township 22 North, Range 8 West, and All of Township 22 North, Range 9 West, San Juan County, New Mexico.

: Case No.1033

#### BEFORE:

Renorable John F. Sizms, Jr. Mr. E. S. (Johnny) Walker Mr. William B. Hacey

# TRANSCRIPT OF HEARING

MR. MACEY: The next case on the docket is Case 1033.

#### FOSTER MORRELL,

called as a witness, having been first duly sworn, testified as follows:

MR. MORRELL: My name is Foster Morrell, Petroleum Consultant, Roswell, New Nexico. I am appearing in Case No. 1033 on behalf of Great Western Drilling Company, a Texas Corporation, as applicant, and for Great Western Drilling Company, and Three States Matural Gas Company as the principle working interest owners, for approval of the Unit Agreement for the Development and Operation

ADA DEARNLEY & ASSOCIATES

BTENOTYPE REPORTERS

ALBUQUERQUE, NEW MEXICO

TELEPHONE 3-6691

of the South Chaco Unit Area, San Juan County, New Mexico.

Copies of the Unit Agreement have heretofore been filed with the Oil Conservation Commission. Copies have also been filed with the Land Commissioner of the State of New Mexico, and said Land Commissioner by letter dated November 21, 1955, approved the Unit Agreement as to form and context. The Unit Agreement, as to form, and the Unit Area involved were approved by the Director of the United States Geological Survey by letters dated September 16 and November 21, 1955. (Marked Exhibits 1 through 4, for identification)

In this connection I would like to offer as exhibits, Exhibit 1 being a Unit Agreement containing Exhibits A and B, attached.

Exhibit 2, is the letter from the State Land Commissioner approving the Unit Agreement as to form and context. Exhibit 3 is the letter of the Acting Director of the United States Geological Survey, dated September 16, 1955, approving the Unit Agreement as to form, and Area. Exhibit 4 is the letter dated November 21, 1955, from the Acting Director of the United States Geological Survey, authorizing some changes in the form of Agreement that has been requested by the State Land Commissioner.

The Unit Area embraces 46,123.08 acres, more or less, in San Juan County, New Mexico, described as follows:

New Mexico Principal Meridian, Township 22 North, Range 8 West, Sections 1 through 36: All; Township 22 North, Range 9 West, Sections 1 through 36: All.

(Marked Exhibits 5 and 6, for identification)

At this time I would like to offer in evidence Exhibits 5 and 6. Exhibit 5 is a map showing the general location of the South Chace Unit Area, in relation to the adjoining Chaco Unit; and the

ADA DEARNLEY & ASSOCIATES
STENOTYPE REPORTERS
ALBUQUERQUE, NEW MCKICO
TELEPHONE 3-6691

fact that the Unit Area is approximately 15 miles south of present gas production in the Pictured Cliffs production.

Exhibit 6 is a map of the South Chaco Unit Area, showing by symbols, the character of lands embraced within the Unit Area, and the names of the working interest owners of those lands.

Within the Unit Area there are 33,959.26 acres of Federal lands, representing 73.63 percent of the Unit Area; 9,762.58 acres of restricted Indian lands, or 21.16 percent, and 2,401.24 acres of State lands, or 5.21 percent. There are no patented or fee lands within the Unit Area.

The form of Unit Agreement follows essentially the standard form auggested by the Department of the Interior and set forth under Title 30, Code of Federal Regulations, Section 226.12, and is similar in most respects to the Unit Agreement approved by the Oil Conservation Commission by Order No. R-240 dated January 16, 1953, in Case No. 444 for the Chaco Unit Area which embraces all of Township 23 North, Ranges 8 and 9 West, being the two adjoining townships to the north of the South Chaco Unit Area which is the subject matter of Case Number 1033 now under consideration.

The Unit Agreement for the South Chaco Unit Area unitizes all oil and gas in any and all formations underlying said area. Great Western Drilling Company, as Unit Operator, pursuant to Section 9 of the Unit Agreement is required to commence within six (6) months after the effective date of said Agreement two (2) initial test wells one in Township 22 North, Range 8 West, and one in Township 22 North, Range 9 West, to be drilled to the base of the Dakota formation or not in excess of a depth of 5,700 feet, and not later than six (6) months after the respective completion of each said

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STENOTYPE REPORTERS
ALBUQUERQUE, NEW MEXICO

initial test well to commence drilling a second Dakota test well in each of said townships. The four (4) exploratory test wells required under Section 9 of the Unit Agreement shall be located not less than one (1) mile from each other and shall be drilled without extensions of time for commencement thereof, and regardless of whether discovery of unitized substances in paying quantities as defined in said Agreement is made in any one or all of said wells.

As of the date of this hearing the owners of working interests under outstanding cil and gas leases holding approximately eighty-five percent of the acreage within the Unit Area have signed or indicated their intention to execute the Unit Agreement. Each and every holder of rights or interests in the Unit Area has been afforded the opportunity to subscribe to and to commit such rights or interests to the Unit Agreement. The majority of lessees of record and over-riding royalty interests have heretofore executed Ratification and Joinders of the Unit Agreement.

In order to permit orderly exploration and development under existing leases of potential oil zones indicated in the general area by recent discoveries, it is necessary that the South Chaco Unit Agreement be approved by the Oil Conservation Commission at the earliest possible date.

It is further stated that the South Chaco Unit Agreement will tend to promete conservation of oil and gas and the better utilization of reservoir energy, and to prevent waste, and that such an agreement is necessary and advisable in the public interest for the purpose of more properly conserving the natural resources.

Also, that the Unit Agreement is in other respects for the best interest of the State of New Mexico.

ADA DEARNLEY & ASSOCIATES

BYEHOTYPE REPORTERS

ALBUQUERQUE, NEW MEXICO

TELEPHONE 3-6691

Great Western Drilling Company, as Unit Operator, agrees to file with the Oil Conservation Commission an executed original or executed counterpart of the South Chaco Unit Agreement not later than thirty (30) days after the effective date of said Agreement.

On the basis of the showing made it is respectfully requested that the Oil Conservation Commission, by appropriate order, approve the Unit Agreement for the Development and Operation of the South Chaco Unit Area at its earliest convenience.

It is requested that Exhibits 1 through 6 in Case Number 1033 be entered in the record of this hearing.

MR. MACKY: Is there objection to the introduction of Exhibits 1 through 6 in this case? If not they will be so entered. Are there any questions of Mr. Morrell?

### CROSS EXAMINATION

# By D. MITTER!

- Q Mr. Morrell, I believe you have stated that preliminary approval of that unit has been obtained from United States Geological Survey?
  - A Yes, sir, Exhibits 3 and 4.
- Q What percentage of the working interests in the Unit Area have committed their interests?
- A 85 percent have actually signed, or indicated their intention to sign, as of this date.
- Q One more question, Mr. Morrell, as I understand your drilling program there, your intention is to drill one Dakota test well within each of these, and then within six months, without extension of time, commence another Dakota well?

A That is pight.

ADA DEARNLEY & ASSOCIATES
STENOTYPE REPORTERS
ALBUQUERQUE, NEW MEXICO

- Q Is there any plan made for any further drilling after that?
- A The normal provision that wells must be continued within six menths of each other, until discovery is made.
  - Q Or until the Unit Area is proved non-productive?
  - A That is correct.

MR. NUTTER: Thank you.

MR. MACHY: Does anyone else have a question of the witness?

If not, the witness may be excused.

(Witness excused.)

MR. MACEY: Does anyone have anything further in this case?

If not we will take the case under advisement.

# CERTIFICATE

STATE OF NEW MEXICO ) SS. COUNTY OF BERNALILLO )

I, THURMAN J. MOODY, Court Reporter, do hereby certify that the foregoing and attached transcript of proceedings before the New Muxico Oil Conservation Commission is a true and correct record to the best of my incolledge, skill and ability.

WITHERS MY MAND this, the 26th day of March, A. D., 1956.

Skinman Mondy

01AL MAin 2-5230 OR MAin 2-0420

MAIN OFFICE OCC

FOSTER MORRELL
PETROLEUM CONSULTANT
NICKSON HOTEL BUILDING
POSTURI L. NEW MEXICO

1933 7.03 7 FN 1:05 ROSWELL, NEW MEXICO

August 6, 1956

(6/3)

Mr. A. L. Porter Secretary and Director New Mexico Oil Conservation Commission P. O. Box 871 Santa Fe, New Mexico

> Re: South Chaco Unit Agreement San Juan County, New Mexico

Dear Mr. Porter:

On July 19, 1956, the Acting Commissioner of Indian Affairs and the Acting Director of the Geological Survey approved the South Chaco Unit Agreement embracing all of T. 22 N., Rs. 8 and 9 W., N.M.P.M., San Juan County, New Mexico. This agreement is designated by the Department of Interior as Contract No. 14-08-001-2958, and is effective as of the date of approval.

An executed counterpart of the approved Unit Agreement and Unit Operating Agreement for the South Chaco Unit Area is filed herewith for your records pursuant to Section 5 of the Commission's Order No. R-781, dated March 29, 1956, in Case No. 1033.

Great Western Drilling Company, P. O. Box 1659, Midland, Texas, is designated under these agreements as the Unit Operator.

מינותר עולוויל אי

FM/as

cc/ S. H. Snoddy Great Western Drilling Co. P. O. Box 1659 Midland, Texas

> Joseph P. Donahue, Jr. Three States Natural Gas Co. 17th Floor Corrigan Tower Dallas 1, Texas

P. O. BOZ 988

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FOSTER MORRELL.
PETROLEUM CONSULTANT
NICKSON HOTEL SUILBINS
ROOWELL, NEW MEXICO

March 27, 1956

Mr. W. W. Mankin New Mexico Oil Conservation Commission P. O. Box 871 Santa Fe, New Mexico

Re: South Chaco Unit

San Juan County, New Mexico

Dear Mr. Mankin:

In accordance with your request, I am forwarding herewith a draft of a proposed order approving the South Chaco Unit Agreement, San Juan County, New Mexico.

The application of Great Western Drilling Company for approval of this Unit Agreement was held by the Commission on March 14, 1956, under Case No. 1033.

I have dated this order as of some day in April, 1956, as I estimated that you would not be able to have it completed during the remainder of March. You will note that I have also made Section 7 of the order read that it shall become effective upon the approval of the Unit Agreement by the respective officials to conform with Section 20 of said agreement. I do not feel that the Indian Commissioner need be referred to in this order as the Director of the United States Geological Survey will not approve the agreement until after the Indian Commissioner has approved same.

I have also indicated A. L. Porter as Member and Secretary as Bill will no longer be with you after the first of the month.

I hope that this will be of assistance to you and, of course, if the order can be approved in March, there is certainly no objection on our part.

With best personal regards, I am

Very truly yours,

Foster Morrell

FM/mrd Enclosures

cc: Mr. E. A. Jenkins

Three States Natural Gas Company

FOSTER MORRELL
PETROLEUM CONSULTANT
NICKSON HOTEL BUILDING
ROSWELL, NEW MEXICO
METCH 27, 1956

Mr. W. W. Mankin New Mexico Oil Conservation Commission P. O. Box 871 Santa Fe, New Mexico

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San Juan County, New Mexico

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With best personal regards, I am

Very truly yours,

COPY (Original Signed) Foster Morrell

Poster Morrell

PM/mrd Enclosures

oc: Mr. E. A. Jenkins
Three States Natural Gas Company

BEFORE THE OIL CONSERVATION COMMISSION OF THE STATE OF NEW MEXICO

IN THE MATTER OF THE HEARING CALLED BY THE OIL CONSERVATION COMMISSION OF THE STARE OF NEW MEXICO FOR THE PURPOSE OF CONSIDERING:

CASE NO. 1033 Order No. R-

THE APPLICATION OF THE GREAT WESTERN DRILLING COMPANY FOR THE APPROVAL OF THE SOUTH CHACO UNIT AGREEMENT EMBRACING 46,123.08 ACRES OF LAND MORE OR LESS, LOCATED IN TOWNSHIP 22 NORTH, RANGES 8 AND 9 WEST, NAMPM, SAN JUAN COUNTY, NEW MEXICO.

#### ORDER OF THE COMMISSION

#### BY THE COMMISSION:

This cause came on for hearing at 9 o'clock a.m. on March 14, 1956, at Santa Fe, New Mexico, before the Oil Conservation Commission, hereinafter referred to as the "Commission".

NOW, on this _____ day of April, 1956, the Commission, a quorum being present, having considered said application and the evidence introduced in support thereof and being fully advised in the premises,

#### FIMDS:

- 1. That due public notice having been given as required by law, the Commission has jurisdiction of this cause and the subject matter thereof.
- 2. That the proposed unit plan will in principle tend to promote the conservation of oil and gas and the prevention of waste.

# IT IS THEREFORE ORDERED:

1. That this order shall be known as the

#### SOUTH CHACO UNIT AGREEMENT ORDER

- 2. (a) That the project herein referred to shall be known as the South Chaco Unit Agreement and shall hereafter be referred to as the "Project".
- (b) That the plan by which the Project shall be operated shall be embraced in the form of a unit agreement for the development and operation of the South Chaco Unit Area referred to in the Petitioner's petition and filed with said petition, and such plan shall be known as the South Chaco Unit Agreement Plan.

- 3. That the South Chaco Unit Agreement Plan shall be, and hereby is, approved in principle as a proper conservation measure; provided, however, that notwithstanding any of the provisions contained in said unit agreement, this approval shall not be considered as waiving or relinquishing in any manner any right, duties or obligations which are now or may hereafter, be vested in the New Mexico Oil Conservation Commission by law relative to the supervision and control of operations for exploration and development of any lands committed to said South Chaco Unit Agreement, or relative to the production of oil or gas therefrom.
  - 4. (a) That the Unit Area shall be:

# NEW MEXICO PRINCIPAL MERIDIAN

TOWNSHIP 22 NORTH, RANGE 8 WEST Sections 1 through 36: All

TOWNSHIP 22 NORTH. RANGE 9 WEST Sections 1 through 36: All

containing 46,123.08 acres more or less.

- (b) The unit area may be enlarged or contracted as provided in said Plan.
- 5. That the Unit Operator shall file with the Commission an executed original or executed counterpart of the South Chaco Unit Agreement within 30 days after the effective date thereof.
- 6. That any party owning rights in the unitized substances who does not commit such rights to said unit agreement before the effective date thereof may thereafter become a party thereto by subscribing to such agreement or counterpart thereof, or my ratifying the same. The unit operator shall file with the Commission within 30 days an original or any such counterpart or ratification.
- 7. That this order shall become effective upon the approval of said agreement by the Commissioner of Public Lands of the State of New Mexico and the Director of the United States Geological Survey and shall terminate <u>ipso facto</u> upon the termination of said unit agreement. The last unit operator shall immediately notify the Commission in writing of such termination.

DONE at Santa Fe, New Mexico on the day and year hereinatove designated.

STATE OF NEW MEXICO
OIL CONSERVATION COMMISSION

JOHN F. SIMMS, Chairman

E. S. WALKER, Member

A. L. PORTER, Member and Secretary

W 33

FOSTER MORRELL
PETROLEUM CONSULTANT
NICKSON HOTEL BUILDING
ROSWELL, NEW MEXICO

February 20, 1956

Mr. W. B. Macey, Secretary New Mexico Oil Conservation Commission P. O. Box 871 Santa Fe, New Mexico

Re: (South Chaco Unit San Juan County, New Mexico

Dear Mr. Macey:

On February 18 I filed with you in behalf of Great Western Drilling Company the original and a copy of an application for approval of a unit agreement for the development and operation of the South Chaco Unit Area embracing all of T. 22 N., Rs. 8 and 9 W., N.M.P.M., San Juan County, New Mexico, and requesting that the Petition be set down for hearing on March 14, 1956.

Attached for your files is an additional copy of the above described application, all of which have been executed by me as Agent for Great Western Drilling Company.

Very truly yours,

Foster Worrell

FM/nrd Enclosure

cc: Mr. R. C. Tucker, President Great Western Drilling Company Midland, Texas IN THE MATTER OF THE APPLICATION OF GREAT WESTERN DRILLING COMPANY, A TEXAS CORPORATION, FOR APPROVAL OF A UNIT ACREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE SOUTH CHACO UNIT AREA, CONSISTING OF 46,123.08 ACRES, MORE OR LESS, EMBRACING ALL OF TOWNSHIP 22 NORTH, RANGES 8 and 9 WEST, N.M.P.M., SAN JUAN COUNTY, NEW MEXICO

CASE	NΩ	
	IAO	

GREAT WESTERN DRILLING COMPANY, a Texas corporation, respectfully represents to the Commission as follows:

- 1. That the Oil Conservation Commission of the State of New Mexico is authorized by an Act of Legislature of the State of New Mexico (Chapter 72, Laws of 1935, as amended) to approve the operation and development of lands lying within the State of New Mexico in accordance with a unit plan of development and operation;
- 2. That the unit area, approval of which is here sought, comprises the following land situated in San Juan County, New Mexico, to wit:

New Mexico Principal Meridian

Township 22 North. Range 8 West

Sections 1 through 36: All;

Township 22 North, Range 9 West

Sections 1 through 36: All;

containing 46,123.08 acres, more or less;

- 3. That the proposed Unit Agreement, a copy of which is attached here to and made a part of this application for all purposes, approval of which is here sought, has been filed with and approved as to form by the United States Geological Survey;
- 4. That Applicant is the owner and holder of a substantial portion of the working interest in and under the lands sought to be embraced by the proposed Unit Agreement and is the operator named in the Unit Agreement;
- 5. That the proposed Unit Agreement will, in principle, tend to promote the conservation of oil and gas and the prevention of waste.

Applicant respectfully requests that notice issue in compliance with the rules of the Commission and that this Petition be set down for hearing on March 14, 1956, and for approval at the convenience of the Commission.

GREAT WESTERN DRILLING COMPANY

Toster Danell

Dated: February 15, 1956.

In reply refer to: Unit Division

March 13, 1958

Hervey, Dov & Hinkle P. O. Box 547 Roswell, New Mexico

15,172 ... m 6 1 1 4

Re: South Chaco Unit Agreement

Attention: Mr. Clarence E. Hinkle

Dear Mr. Hinkle:

In reference to your letter dated Narch 11, 1958, requesting an extension of thirty (30) days within which to commune operations upon a fifth well in the South Chaco Unit area.

I approve Humble Oil and Refixing Company's request for a thirty day extension from March 16, 1958 to April 16, 1958, in which to commence operations on a fifth well. This approval is being made subject to like approval by the United States Geological Survey.

Very truly yours,

MHRAY E. MORGAE, Commissioner of Public Lands

BY:

Ted Bilberry, Supervisor Oil and Gas Division

1631/1681/s

cc:

United States Geological Survey Roswell, New Mexico

Oil Conservation Commission \ Santa Fe, New Mexico

F. L. 301 July 10, 1957

In reply refer to: Unit Division

Humble Oil and Refining Co. P. O. Eox 1287 Roswell, New Mexico

Re: South Chaco Unit

Attention: Mr. James K. Wilson

Exploration Department

#### Gentlemen:

We have received copies of "Sundry Notices" on your Well No. 3, located in the NW/4 of the SE/4 of Section 23-22N-9W, however, the last report was dated May 13, 1957. May we please have a further report on this well.

We have received no report on a well in 22N-8W which, under the terms of the Unit, you were obligated to start by May 29, 1957. May we have an immediate report on your intentions concerning this well.

Very truly yours,

MURRAY E. MORGAN Commissioner of Public Lands

Ted Bilberry, Supervisor Oil and Gas Department

MEM:MMR/m

cc: OCC-Santa Fe USGS-Roswell

# OIL CONSERVATION COMMISSION P. O. BOX 871 SANTA FE, NEW MEXICO

April 11, 1956



Mr. Poster Morrell P.O. Bex 933 Roswell, New Mexico

Dear Sir:

In behalf of your client, Great Western Drilling Company, we enclose two copies of Order R-781 issued March 29th by the Oil Conservation Commission in Case 1033, which was heard on March 14th. As requested by you, we are sending you one signed copy of the order for your use.

Very truly yours,

A. L. Porter, Jr. Acting Secretary - Director

AlPibro ...

# DEFORE THE CIL CONSERVATION COMMISSION OF THE STATE OF NEW MEXICO

IN THE MATTER OF THE HEARING CALLED BY THE OIL CONSERVATION COMMISSION OF NEW MEXICO FOR THE PURPOSE OF CONSIDERING:

> CASE NO. 1933 Order No. R-781

THE APPLICATION OF GREAT VESTERN DRILLING COMPANY FOR APPROVAL OF THE SOUTH CHACO UNIT AGREEMENT RHERACING 46,123.88 ACRES OF LAND, MORE OR LESS, IN SAN JUAN COUNTY, NEW MEXICO, WITHIN TOWNSHIP 28 NORTH, RANGES 8 AND 9 WEST, HIPM.

# ORDER OF THE COMMISSION

#### BY THE COMMISSION:

This cause came on for hearing at 9 o'clock a.m. on the 14th day of March, 1956, at Santa Fe, New Mexico, before the Oil Conservation Commission of New Mexico, hereinafter referred to as the "Commission".

MOV, on this  $29^{\frac{1}{2}}$  day of March 1956, the Commission, a quorum being present, having considered said application and the evidence introduced in support thereof, and being fully advised in the premises.

#### PIME:

- (1) That due public notice having been given as required by law, the Commission has jurisdiction of this cause and the subject matter thereof.
- (2) That the proposed unit plan will in principle tend to premote the conservation of oil and gas and the prevention of waste.

# IT IS THEREFORE CREEKED:

Section 1. That this order shall be known as the

### SOUTH CHACO UNIT AGREEMENT ORDER

Section 2. (a) That the project herein referred to shall be known as the South Chaco Unit Agreement, and shall hereafter be referred to as the "Project".

(b) That the plan by which the Project shall be operated shall be embraced in the form of a unit agreement for the development and operation of the South Chaco Unit Area referred to in the Petitioner's petition and filed with said petition, and such plan shall be known as the South Chaco Unit Agreement Plan.

Section 3. That the South Chaco Unit Agreement Plan shall be, and hereby is, approved in principle as a proper conservation measure; provided, however, that notwithstanding any of the provisions contained in said unit agreement, this approval shall not be considered as waiving or relinquishing in any manner any right, duties or obligations which are now, or may hereafter, he vested in the New Mexico Oil Conservation Commission by law relative to the supervision and control of operations for exploration and development of any lands committed to said South Chaco Unit Agreement, or relative to the production of oil or gas therefrom.

Section 4. (a) That the unit area shall be:

MEN MEXICO PRINCIPAL MERIDIAN, MEN MEXICO

TOWNSHIP 22 MORTE, RANGE & WEST Sections 1 through 35: All

TOWNSHIP 22 MORTH, MANUE S WEST Sections I through 34: All

Situated in San Juan County, New Mexico, containing 46,123.08 acres, more or less.

(b) The unit area may be enlarged or contracted as provided in said Plan.

Section 5. That the unit operator shall file with the Commission as executed original or executed counterpart of the South Chaco Unit Agreement within 30 days after the effective date thereof.

Section 6. That any party owning rights in the unitized substances who does not commit such rights to said unit agreement before the effective date thereof may thereafter become a party thereto by subscribing to such agreement or counterpart thereof, or by ratifying the same. The unit operator shall file with the Commission within 30 days an original of any such counterpart of ratification.

Bection 7. That this order shall become effective upon appreval of said unit agreement by the Commissioner of Public Lands of the State of New Mexico and the Director of the United States Geological Survey, and shall terminate ipse facto upon the termination of said unit agreement. The last unit operator shall immediately notify the Commission in writing of such termination.

BOHE at Santa Fe, New Mexico, on the day and year hereinahove designated.

STATE OF NEW MEXICO OTIC CONSERVATION COMMISSION

JOHN F. SIMME, Chairman

E. S. VALKER, Beaber

W. B. MACEY, Member and Secretary

# STATE LAND OFFICE

Santa Fo . Ins Maries

E. S. WALKET COMMISSIONS OF PUBLIC LANDS



The verifican 127 , 100 5

Mr. Forter Marre 1 Petrology Loss cant Mickeln H. tel bullding Moswell, New Nexton

In der South Chaco Unit San Juan County, N. Mex.

Dear Mr. Morrell:

On this date we received your letter requesting our preliminary approval of the South Chaco Unit as to form and context. We have examined this unit agreement and find that it follows closely the San Juan 16-8 Unit agreement which this office previously approved.

We are therefore approving the South Chaco Unit agreement as to form and context.

ment to this office for prior approval.

Very truly yours,

E. S. WalkER Commissioner of Public Lands

SD/m

GREAT WESTERN DRILLING COMPANY

EXHIBIT 2

Case No. 1033 March 14, 1956



1 3 1994

SEP 7 1 1955

Mr. Foster Morrell Post Office Box 933 Roswell, New Mexico

My dear Mr. Morrell:

Reference is rade to your application of July 20, 1955, filed in becalf of Great Western Dribling Company with the Oil and dos Seperation, Roswell, New Mexico, requesting designation of 36, 35.00 teres, more or less, in San Juan County, New Mexico, as an area contrally subject to exploration and development under the unitization provisions of the Mineral Leasing Act, as amended. Reference also is made to your supplemental letter of August 15. Six copies of a proposed form of agreement also were submitted for preliminary approval, three copies of which were forwarded by the Supervisor to the Superintendent, Navado Indian Agency, Window Room, Arizona.

Pursuant to regulations of December 22, 1950, 30 CFR, 225., the following described land is designated as a logical unit for all formations to be known as the South Chaco unit area:

New Mexico Meridian, New Mexico

r. 22 N., R. | W. 3-18. | Chrough 36, all

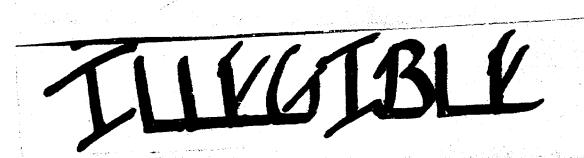
T. 22 H., R. . W.

Four test we as to the top of the Dakota formation or to a depth of 5,800 feet are proposed, two in each of the townships. It is believed that the unit agreement should provide for the drilling of the four wells to a depth of 5,700 feet or to test the base of Dakota sundstance.

The result agreement has been reviewed and found to collow substantially the Chaco unit agreement, New Mexico, No. 19-67-(X)1-2026, approved January 4, 1955, including modifications necessary to neet the requirements of the Bureau of Indian Affairs and the State of New Mexico and to conform with Public Law 555 (68 Stat. 865) and Executive Order No. 10557 (19 F.R., 5655). There seem to be some inconsistencies in the references to the appropriate State officials throughout the form which should be resonciled with acceptable State procedure, with which we are not thoroughly familiar. The form will be regarded as acceptable

GREAT WESTERN DRILLING COMPANY EXHIBIT 3

Case No. 1033 March 14,



if weddified as indicated to red possil and strained riders. The changes in the sed some of the riders have in the form when submitted. One copy so being furnished the Oil and the Supervisor, and one copy is being furnished the copies have been defined.

In the absence of any objection, not now apparent, a duly executed agreement identical with sold enclosure as modified will be approved if submitted in approxable status within a reasonable pariod of time. However, notice is horsely given that the right is reserved to deny approval of any executed agreement which, in my opinion, does not have the full recriment of sufficient lands to afford effective nontrol of unit operations.

When the executed agreement is transmitted to the Supervisor for approval, include the latest attitus of all Federal and Indian acres so, showing the current record owner and the effective data of leases issued, and the current status of lease applications, if any.

In connection with Indian leases committed to unit agreements, appropriate consents of surely incident to the change of contransmal obligations should accompany the executed agreement when submitted for final approval.

The bureau of Indian Affairs has endorsed this letter.

Very truly yours,

Thomas & Aday

Actins Director

Enclosure :

26 07 1 3 7 7 2 5 2 15



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

HOV 2 1 7955

Mr. (Oster Morrel) Michson hotel Bullding Roovell, New Mexico

Br daler dr. Britall:

Reference is made to our letter of September 16, 1955, which described the land to be included in the South Chaco unit ages, New Mexico. This letter advised that the form of unit agreement submitted with your application of July 20, 1955, would be unceptable if modified as indicated in red pencil and attached riters.

Suisaguently, your letter of November 4, 1955, requested that two minor changes be made in sections 15 and 18 of the form of unit agreement. You stated that both of these changes, which apply only to State leases, have been approved by the New Mexico State lease in a lease approved by the New Mexico State lease in a commissioner.

Accordingly, furvey letter of September 16, 1965, is modified as follows:

Settlement, delete any reference to reduction or suspension of State lease rentals so that said second paragraph will be as follows:

"Rentals on State of New Mexico lands subject to this agreement shall be maid at the rates specified in the respective leases."

2. Add the following proviso to cover State leases only at the end of subsection 18(h):

"frovided, however, notwithstanding any of the provisions of the Agraement to the contrary, any lease embracing lands of the State of New Maxico having only a portion of its lands committed here-to shall continue in full force and effect beyond

GREAT WESTERN DRILLING COMPANY

EXHIBIT 4

Case No. 1033 March 14, 1956



the term provided therein as to all innie embraced in such lease, if unitaged substances are discovered and are capable of being projuced in paying quantitles from some part of the lands embraced in such lease, or from a well specing unit defined or approved by the Consinsion including some part of the lamb embraced in such lease, committed to this Agreement, or if production in paying quantities is being produced from some part of the lands embraced in such lease outside this unit area, at the expiration of the secondary term of such lasse; or if, at the expiration of the secondary term, the lacses or the Unit Operator is then engaged in book fide drilling or reworking operations on scars part of the lands embraced in such lease, or on a well spacing unit defined or approved by the Commission including some part of the lands moraced in such lease, the same as to all lands embraced therein shall remain in full force and effect so long as such operations are being diligently prosecuted, and if they result in the production of unitiesd substances, Mid lease shall continue in full force and effect as to all lands embraced therein, and so long thereafter as unitized substances in paying quantities are being produced from any portion of said lands."

Sincerely yours,

Thomas A. Ada

Auting Director

Section 1



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

NOV 2 1 1955

Mr. Igater Morrell Niesson Hotel Building Hossels, Now Mexico

Mg desig Mrs Morrell:

Reference is made to our letter of September 16, 1955, while designated the land to be included in the South Chaco unit area, New Mexico. This letter advised that the form of unit agreement submitted with your application of July 20, 1955, would be sleeptwide if modified as indicated in red pencil and attached rivers.

Du sequently, your letter of November 4, 1955, requested that two sinor changes be made in sections 15 and 18 of the form of whit agreement. You stated that both of these changes, which apply only to State leases, have been approved by the New Mexico State Land Commissioner.

According to, Survey letter of September 16, 1955, is modified as follows:

Settlement, delete any reference to reduction or suspension of State lease rentals so that said second paragraph will be as follows:

"Rentals on State of New Mexico lands subject to this agreement shall be paid at the rates specified in the respective leases."

2. Add the reliewing provise to cover State leases only at the end of subsection 18(h):

"Provided, however, notwithstanding any of the provisions of the Agreement to the contrary, any lease embracing lands of the State of New Maxico having only a portion of its lands committed hereto shall continue in full force and effect beyond

GREAT WESTERN DRILLING COMPANY

EXHIBIT 4

Case No. 1033 March 14, 1956

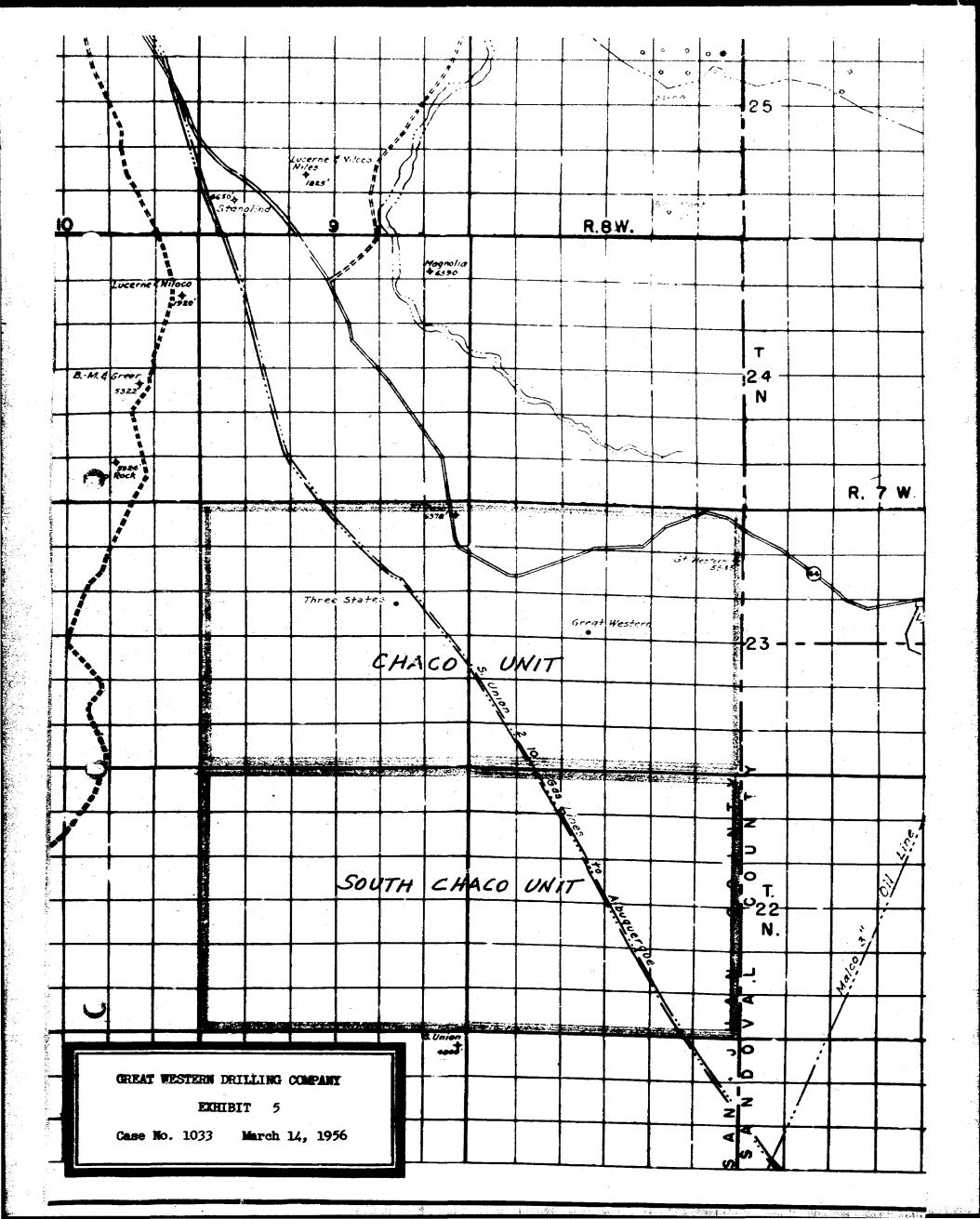


the term provided therein as to all lands embraced in such lease, if unitized substances are discovered and are capable of being produced in paying quantitles from some part of the lands embraced in such lease, or from a well spacing unit defined or approved by the Commission including some part of the lands embraced in such lease, committed to this Agreement, or if production in paying quantities is being produced from some part of the lands embraced in such lease outside this unit area, at the expiration of the secondary term of such lease; or if, at the expiration of the secondary term, the lesses or the Unit Operator is then engaged in bone fide drilling or reworking operations on some part of the lands embraced in such lease, or or a well spacing unit defined or approved by the Commission including some part of the lands embraced in such lease. the same as to all lands ambraced therein 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, mid lease shall continue in full force and effect as to all lands embraced therein, and so long thereafter as unitized substances in paying quantities are being produced from any portion of said lands."

Sincerely yours,

Thomas A. Ada

Acting Director



Moreh 14 3

#### BEFORE THE OIL CONSERVATION COMMISSION FOR THE STATE OF NEW MEXICO

IN THE MATTER OF THE APPLICATION OF GREAT WESTERN DRILLING COMPANY,
A TEXAS CORPORATION, FOR APPROVAL OF A UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE SOUTH CHACO UNIT AREA, CONSISTING OF 46,123.08 ACRES, MORE OR LESS, EMBRACING ALL OF TOWNSHIP 22 NORTH, RANGES & AND 9 WEST, N.M.P.M., SAN JUAN COUNTY, NEW MEXICO

CASE	NO.	

GREAT WESTERN DRILLING COMPANY, a Texas corporation, respectfully represents to the Commission as follows:

- 1. That the Oil Conservation Commission of the State of New Mexico is authorized by an Act of Legislature of the State of New Mexico (Chapter 72, Laws of 1935, as amended) to approve the operation and development of lands lying within the State of New Mexico in accordance with a unit plan of development and operation;
- 2. That the unit area, approval of which is here sought, comprises the following land situated in San Juan County, New Mexico, to wit:

New Mexico Principal Meridian

Township 22 North, Range 8 West

Sections 1 through 36: All;

Township 22 North, Range 9 West

Sections 1 through ?6: All;

containing 46,123.08 acres, more or less;

- 3. That the proposed Unit Agreement, a copy of which is attached hereto and made a part of this application for all purposes, approval of which is here sought, has been filed with and approved as to form by the United States Geological Survey;
- 4. That Applicant is the owner and holder of a substantial portion of the working interest in and under the lands sought to be embraced by the proposed Unit Agreement and is the operator named in the Unit Agreement;
- 5. That the proposed Unit Agreement will, in principle, tend to promote the conservation of oil and gas and the prevention of waste.

Applicant respectfully requests that notice issue in commission with the rules of the Commission and that this Petition be set down for hearing on March 14, 1956, and for approval at the convenience of the Commission.

GREAT WESTERN DRILLING COMPANY

By Foster forsell
Its Agent

Dated: February 15, 1956.

#### UNIT AGREEMENT

## FOR THE DEVELOPMENT AND OPERATION OF THE SOUTH CHACO UNIT AREA COUNTY OF SAN JUAN, STATE OF NEW MEXICO NO.

•	THIS	AGR	EDVE	nt,	made	and	ente	red	into	85	of	the			day	of
·····	: ب	1955	, by	an	i bet	reen	the	part	ies :	anps	cri	bing	z, ra	tifyi	ng ox	r
consenting	here	eto	and	here	ein r	efer	red t	o <b>a</b> s	the	"pe	rtí	es l	eret	0,"		

#### 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 Mineral Leasing Act of February 25, 1920, 42 Stat. 437, as amended, 30 U.S.C. Sections 181 et seq., authorizes federal lessees and their representatives to unite with each other or jointly or separately with others in collectively adopting and operating a cooperative or unit plan of development or operation of any oil or gas pool, field or like area or any part thereof for the purpose of more properly conserving the natural resources thereof whenever determined and certified by the Secretary of the Interior to be necessary or advisable in the public interest; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Chapter 88 Laws of 1943) to consent to and approve the development or operation of lands of the State of New Mexico under this Agreement; and

WHEREAS, the rules and regulations governing the leasing of restricted allotted and tribal Indian lands for oil and gas except allotments made to the members of the five civilized tribes and Osage Indians in Oklahoma, promulgated by the Secretary of the Interior (25 C.F.R. 189.24(c)) under and pursuant to the Act of March 3, 1909, 35 Stat. 783, 25 U.S.C. Section 396 and the Tribal Land Mineral Leasing Act of May 11, 1938, 52 Stat. 347, 25 U.S.C. Section 396a et seq, and the oil and gas leases covering said allotted and tribal Indian lands provide for the commitment of such leases to a cooperative or unit plan of development or operation; and

WHEREAS, the Oil Conservation Commission of the State of New Mexico is authorized by an Act of the Legislature (Chapter 72 Laws of 1935, as amended by Chapter 193, Laws of 1937, Chapter 166, Laws of 1941, and Chapter 168, Laws

GREAT WESTERN DRILLING COMPANY

EXHIBIT 1

Case No. 1033 March 14, 1956

of 1949) to approve this Agreement and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interest in the South Chaco Unit Area covering the land hereinafter described to give reasonably effective control of operations thereon; and

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

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

#### 1. ENABLING ACT AND REGULATIONS.

The Act of February 25, 1920, as amended, supra, and all valid pertinent regulations, including operating and unit plan regulations, heretofore issued thereunder or valid pertinent and reasonable regulations hereafter issued thereunder are accepted and made a part of this Agreement as to federal lands, provided such regulations are not inconsistent with the terms of this Agreement; as to Indian lands, the Acts of March 3, 1909, and May 11, 1938, supra, and all valid pertinent regulations including operating and unit plan regulations heretofore issued thereunder or valid pertinent and reasonable regulations hereafter issued thereunder are accepted and made a part of this Agreement, provided such regulations are not inconsistent with the terms of this Agreement; and as to State of New Mexico lands, 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 New Mexico are hereby accepted and made a part of this Agreement.

#### 2. UNIT AREA.

The following described land is hereby designated and recognized as constituting the Unit Area:

New Mexico Principal Meridian

Township 22 North. Range 8 West

Sections 1 through 36: All;

Township 22 North, Range 9 West

Sections 1 through 36: All;

containing 46,123.08 acres, more or less.

Exhibit "A" attached hereto is a map showing the Unit Area and the boundaries and identity of tracts and leases in said area to the extent known to the Unit Operator. Exhibit "B" attached hereto is a schedule showing to the extent known to the Unit Operator the acreage, percentage, and kind of ownership of oil and gas interests in all land in the unit area. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the cumership of any interest other than such interest or interests as are shown in said map or schedule as owned by such party. Exhibits "A" and "B" shall be revised by the Unit Operator whenever changes in the unit area render such revision necessary or when requested by the Oil and Gas Supervisor, hereinafter referred to as "Supervisor," or when requested by the Commissioner of Public Lands of the State of New Mexico, hereinafter referred to as "State Commissioner, " and not less than seven (?) copies of the revised exhibits shall be filed with the Supervisor and one (1) copy thereof shall be filed with the State Commissioner and one (1) copy with the New Mexico Oil Conservation Commission, hereinafter referred to as "State Commission." The Commissioner of Indian Affairs shall hereafter be referred to as the "Indian Commissioner."

The above described unit area shall, when practicable, be expanded to include therein any additional tract or tracts regarded as reasonably necessary or advisable for the purposes of this Agreement, or shall be contracted to exclude lands not within any participating area whenever such expansion or contraction is necessary or advisable to conform with the provisions of this Agreement. Such expansion or contraction shall be effected in the following manner:

(a) Unit Operator, on its own motion or on demand of the Director of the Geological Survey, hereinafter referred to as "Director," or on demand of the State Commissioner, after preliminary concurrence by the Director, shall prepare a notice of proposed expansion or contraction describing the contemplated changes in the boundaries of the unit area, the reasons therefor, and the proposed effective date thereof, preferably the first day of a month subsequent to the date of notice.

- (b) Said notice shall be delivered to the Supervisor, the State Commissioner and the State Commission, and copies thereof mailed to the last known address of each working interest owner, lessee, and lessor whose interests are affected, advising that thirty (30) days will be allowed for submission to the Unit Operator of any objections.
- (c) Upon expiration of the 30-day period provided in the preceding item (b) hereof, Unit Operator shall file with the Supervisor, the State Commissioner and the State Commission, evidence of mailing of the notice of expansion or contraction and a copy of any objections thereto which have been filed with the Unit Operator, together with an application, in sufficient number, for approval of such expansion or contraction, and with appropriate joinders.
- (d) After due consideration of all pertinent information, the expansion or contraction shall, upon approval by the Director, the State Commission, become effective as of the date prescribed in the notice thereof.
- (e) All legal subdivisions of unitized lands (i.e., 40 acres by Government survey or its nearest lot or tract equivalent in instances of irregular surveys, however, unusually large lots or tracts shall be considered in multiples of 40 acres, or the nearest aliquot equivalent thereof, for the purpose of elimination under this subsection), no parts of which are entitled to be in a participating area within 5 years after the first day of the month following the effective date of the first initial participating area established under this Unit Agreement, shall be eliminated autometically from this Agreement, effective as of the first day thereafter, and such lands shall no longer be a part of the unit ares and shall no longer be subject to this Agreement, unless at the expiration of said 5-year period diligent drilling operations are in progress on unitized lands not entitled to participation, in which event all such lands shall remain subject hereto for so long as such drilling operations are continued diligently, with not more than 90 days' time elapsing between the completion of one such well and the commencement of the next such well, except that the time allowed between such wells shall not expire earlier than 30 days after the expiration of any period of time during which drilling operations are prevented by a matter beyond the reasonable control of Unit Operator as set forth in the section hereof entitled, "Unavoidable Delay"; provided that all

legal subdivisions of lands not in a participating area and not entitled to become participating under the applicable provisions of this agreement within 10 years after said first day of the month following the effective date of said first initial participating area shall be eliminated as above specified. Determination of creditable "Unavoidable Delay" time shall be made by Unit Operator and subject to approval of the Director. The Unit Operator shall, within 90 days after the effective date of any elimination hereunder, describe the area so eliminated to the satisfaction of the Director and promptly notify all parties in interest.

If conditions warrant extension of the 10-year period specified in this subsection 2(e), a single extension of not to exceed 2 years may be accomplished by consent of the owners of 90% of the current unitized working interests and 60% of the current unitized basic royalty interests (exclusive of the basic royalty interests of the United States), on a total-nonparticipating-acreage basis, respectively, with approval of the Director, provided such extension application is submitted to the Director not later than 60 days prior to the expiration of said 10-year period.

Any expansion of the unit area pursuant to this section which embraces lands theretofore eliminated pursuant to this subsection 2(e) shall not be considered automatic commitment or recommitment of such lands.

#### 3. UNITIZED LAND AND UNITIZED SUBSTANCES.

All land committed to this Agreement shall constitute land referred to herein as "unitized land" or "land subject to this Agreement." All oil and gas in any and all formations of the unitized land are unitized under the terms of this Agreement and herein are called "unitized substances."

#### 4. UNIT OPERATOR.

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

#### 5. RESIGNATION OR REMOVAL OF UNIT OPERATOR.

Unit Operator shall have the right to resign at any time prior to the establishment of a participating area or areas hereunder, 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 six (6) months after notice of intention to resign has been served by Unit Operator on all working interest owners and the Director, the State Commissioner and the State Commission, and until all wells then drilled hereunder are placed in a satisfactory condition for suspension or abandonment, whichever is required by the Supervisor as to federal and Indian lands and by the State Commission as to state and privately—owned 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.

Unit Operator shall have the right to resign in like manner and subject to like limitations as above provided at any time a participating area established hereunder is in existence, but, at any time for any reason whatsoever there is no Unit Operator, until a successor Unit Operator is selected and approved as hereinafter provided, the working interest owners shall be jointly responsible for performance of the duties of Unit Operator, and shall not later than thirty (30) days before resignation or removal becomes effective appoint a common agent to represent them in any action to be taken hereunder.

The resignation of Unit Operator shall not release Unit Operator from any liability for any 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 the same percentage vote of the owners of working interests determined in like manner as herein provided for the selection of a new Unit Operator. Such removal shall be effective upon notice thereof to the Director, the State Commissioner and the State Commission. If removal because of default or failure occurs during the existence of a participating area established hereunder, the working

interest owners jointly shall be responsible for performance of the duties of the Unit Operator until a successor Unit Operator is selected and approved as herein provided and shall, not later than the effective date of such removal, 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 interest 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 and owned by the working interest owners to the new duly qualified successor Unit Operator or to the owners 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.

#### 6. SUCCESSOR UNIT OPERATOR.

Whenever the Unit Operator shall tender his or its resignation as Unit Operator or shall be removed as hereinabove provided, the owners of the working interests in the participating area or areas according to their respective acreage interests in such participating area or areas, or until a participating area shall have been established, the owners of the working interests according to their respective acreage interests in all unitized land, shall by majority vote select a successor Unit Operator; provided, that, if a majority but less than seventyfive percent (75%) of the working interests qualified to vote are owned by one party to this Agreement, a concurring vote of sufficient additional working interest owners shall be required so as to constitute in the aggregate not less than seventy-five percent (75%) of the total working interests in order to select a new operator. Such selection shall not become effective until (a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and (b) the selection shall have been approved by the Director and State Commissioner. If no successor Unit Operator is selected and qualified as herein provided, the Director and State Commissioner at their election may declare this Unit Agreement terminated.

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

If the Unit Operator is not the sole owner of working interests, costs, and expenses incurred by Unit Operator in conducting unit operations

hereunder shall be paid in the first instance by Unit Operator and such costs and expenses so paid by Unit Operator shall be apportioned among and borne by the owners of working interests and the Unit Operator reimbursed, all in accordance with the agreement or agreements entered into by and between the Unit Operator and the owners of working interests, whether one or more, separately or collectively. Any agreement or agreements, entered into between the working interest owners and the Unit Operator as provided in this section, whether one or more, are herein referred to as the "unit operating agreement." Such 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 may be agreed upon by Unit Operator and the working interest owners; however, no such unit operating agreement shall be deemed either to modify any of the terms and conditions of this Unit Agreement or to relieve the Unit Operator of any right or obligation established under this Unit Agreement, and in case of any inconsistency or conflict between the Unit Agreement and the unit operating agreement, this Unit Agreement shall prevail. Three true copies of any unit operating agreement executed pursuant to this section should be filed with the Supervisor prior to approval of this Agreement.

Notwithstanding any provision contained herein to the contrary, each working interest owner shall have the right to take such owner's proportionate share of the unitized substances in kind or to personally sell or dispose of the same, and nothing herein contained shall be construed as giving or granting to the Unit Operator the right to sell or otherwise dispose of the proportionate share of any working interest owner without specific authorization from time to time so to do.

#### 8. 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 which are necessary or convenient for prospecting for, producing, storing, allocating, and distributing the unitized substances are hereby delegated to and shall be exercised by the Unit Operator as herein provided. Acceptable evidence of title

to said rights shall be deposited with said Unit Operator and, together with this Agreement, shall constitute and define the rights, privileges, and obligations of Unit Operator. Nothing herein, however, shall be construed to transfer title to any land or to any lease or operating agreement, it being understood that under this Agreement the Unit Operator, in its capacity as Unit Operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein specified.

#### 9. DRILLING TO DISCOVERY.

Within six (6) months after the effective date hereof, Unit Operator shall begin to drill two (2) initial test wells, i.e., one in T. 22 N., R. 8 W., and one in T. 22 N., R. 9 W., at locations approved by the Supervisor if on federal or Indian land, or the State Commission if on state or privately-owned land, unless on such effective date a well is being drilled conformably with the terms hereof, and thereafter continue such drilling diligently until the base of the Dakota formation has been tested in each of said two (2) wells or the Unit Operator shall at any time establish to the satisfaction of the Supervisor if on federal or Indian land, or the State Commissioner if on state land, or the State Commission if on privately-owned land that the further drilling of any or all of said wells would be unwarranted or impracticable; provided, however, that Unit Operator shall not in any event be required to drill said wells to a depth in excess of five thousand seven hundred (5,700) feet. Not later than six (6) months after the respective completion of each of said initial test wells, Unit Operator shall begin to drill a second Dakota test well in each of said townships, and continue such drilling diligently to completion as aforesaid. The four (4) exploratory test wells required herein shall be located not less than one mile from each other and shall be drilled without extensions of time for commencement thereof, and regardless of whether discovery of unitized substances in paying quantities (to wit: quantities sufficient to repay the costs of drilling, and producing operations, with a reasonable profit) is made in any one or all of said wells.

After completion of the four (4) wells specified in the foregoing paragraph and until the discovery of a deposit of unitized substances capable of being produced in paying quantities, Unit Operator shall continue drilling diligently one well at a time, allowing not more than six (6) months between

the completion of one well and the beginning of the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of the Supervisor, if on federal or Indian land, the State Commissioner, if on state land, or the State Commission, if on private land, or until it is reasonably proved that the unitized land is incapable of producing unitized substances in paying quantities in the formations drilled hereunder. Nothing in this section shall be deemed to limit the right of Unit Operator to resign as provided in Section 5 hereof, or as requiring Unit Operator to commence or to continue any drilling during the period pending such resignation becoming effective in order to comply with the requirements of this section. After the completion of said four (4) required wells, the Director and State Commissioner may modify the drilling requirements of this section by granting reasonable extensions of time when, in their opinion, such action is warranted.

Upon failure to comply with the drilling provisions of this section, the Director and the State Commissioner may, after reasonable notice to the Unit Operator, and each working interest owner, lessee, and lessor at their last known addresses, declare this Unit Agreement terminated.

#### 10. PLAN OF FURTHER DEVELOPMENT AND OPERATION.

Within six (6) months after the completion of a well capable of producing unitized substances in paying quantities, the Unit Operator shall submit for the approval of the Supervisor, the State Commissioner and the State Commission an acceptable plan of development and operation for the unitized land which, when approved by the Supervisor, the State Commissioner and the State Commission shall constitute the further drilling and operating obligations of the Unit Operator under this Agreement for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for the approval of the Supervisor, the State Commissioner and the State Commission, a plan for an additional specified period for the development and operation of the unitized land. Any plans submitted pursuant to this section shall provide for the exploration of the unitized area and for the diligent drilling necessary for determination of the area or areas thereof capable of producing unitized substances in paying quantities in each and every productive formation and shall be as complete

and adequate as the Supervisor and the State Commissioner and the State Commission may determine to be necessary for timely development and proper conservation of the cil and gas resources of the unitized area and shall (a) specify the number and locations of any wells to brilled and the proposed order and time for such drilling; and (b) to the extent practicable specify the operating practices regarded as necessary and advisable for proper conservation of natural resources. Separate plans may be submitted for separate productive zones, subject to the approval of the Supervisor, the State Commissioner and the State Commission. Said plan or plans shall be modified or supplemented when necessary to meet changed conditions or to protect the interests of all parties to this Agreement. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of development.

The Supervisor and State Commissioner are authorized to grant a reasonable extension of the six (6) months period herein prescribed for submission of an initial plan of development where such action is justified because of unusual conditions or circumstances. After completion hereunder of a well capable of producing oil or gas in paying quantities, no further wells, except such as may be necessary to afford protection against operations not under this Agreement, or such undrilled initial test wells specified in Section 9 above, or such as may be specifically approved by the Supervisor and the State Commissioner shall be drilled except in accordance with a plan of development approved as herein provided.

#### 11. PARTICIPATION AFTER DISCOVERY.

Upon completion of a well capable of producing unitized substances in paying quantities, the Unit Operator shall, within the month of completion, if practicable, or as soon thereafter as required by the Supervisor or the State Commissioner, submit for approval by the Supervisor, the State Commissioner and the State Commission, a schedule based on subdivisions of the public land survey or aliquot parts thereof, of all unitized land then regarded as reasonably proved to be productive of unitized substances in paying quantities; all land in said schedule, on approval of the Supervisor, the State Commissioner and the State Commission to constitue a participating area, effective as of the date of completion of such well, or the effective date of this Unit Agreement, whichever is later. Said schedule shall set forth the percentage of unitized substances to be allocated as herein provided, to each unitized tract in the participating area so established, and said schedule shall govern the allocation from and after the date the participating area becomes effective. A separate participating area shall be established in like manner

for each separate pool or deposit of unitized substances, or for any group thereof produced as a single zone or pool, and any two or more participating areas so established may be combined into one with the consent of the owners of all working interest of the lands so to be combined and the approval of the Supervisor, the State Commissioner and the State Commission. The participating area or areas so established and approved shall be revised from time to time, subject to like approval, whenever such action appears proper as a result of further drilling operations or otherwise to include additional land then regarded as reasonably proved to be productive in paying quantities, or to exclude land then regarded as reasonably proved not to be productive, and the percentage of allocation shall also be revised accordingly. The effective date of any revision shall be the first of the month in which is obtained the knowledge or information on which such revision is predicated, provided, however, that a more appropriate effective date may be used if justified by the Unit Operator and approved by the Director. No land shall be excluded from a participating area on account of depletion of the unitized substances.

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

In the absence of agreement at any time between the Unit Operator and the Director, the State Commissioner and the State Commission as to the proper definition or redefinition of a participating area, or until a participating area has, or areas have, been established as provided herein, the portion of all payments affected thereby may be impounded in a manner mutually acceptable to the owners of working interests, except royalties due the United States, Indians and the State of New Mexico, which shall be determined by the Supervisor for federal or Indian lands and the State Commissioner for state lands and the

amount thereof deposited as directed by the Supervisor and the State Commissioner respectively to be held as unearned money until a participating area is finally approved and then applied as earned or returned in accordance with a determination of the sum due as federal, Indian and state royalty on the basis of such approved participating area.

Whenever it is determined, subject to the approval of the Supervisor as to wells drilled on federal and Indian land and of the State Commissioner as to wells drilled on state land, and the State Commission as to wells on privately-owned land, that a well drilled under this Agreement is not capable of production in paying quantities and inclusion of the land on which it is situated in a participating area is unwarranted, production from such well shall, for the purposes of settlement among royalty interest owners, be allocated to the land on which the well is located so long as such land is not within a participating area established for the pool or deposit from which such production is obtained. Settlement for working interest benefits from such a well shall be made as provided in the unit operating agreement.

#### 12. ALLOCATION OF PRODUCTION.

All unitized substances produced from each participating area established under this Agreement, except any part thereof used in conformity with good operating practices within the unitized area for drilling, operating, camp and other production or development purposes, for repressuring or recycling in accordance with a plan of development approved by the Supervisor, the State Commissioner and the State Commission, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of unitized land of the participating area established for such production and, for the purpose of determining any benefits accruing under this Agreement, each such tract of unitized land shall have allocated to it such percentage of said production as the number of acres of such tract included in said participating area bears to the total acres of unitized land in said participating area, except that allocation of production hereunder for purposes other than for settlement of the royalty, overriding royalty, or payment out of production obligations of the respective working interest owners, shall be on the basis prescribed in the unit operating agreement whether in conformity with the basis of allocation herein set forth or

otherwise. It is hereby agreed that production of unitized substances from a participating area shall be allocated as provided herein regardless of whether any wells are drilled on any particular part or tract of said participating area. If any gas produced from one participating area is used for repressuring or recycling purposes in another participating area, the first gas withdrawn from such last mentioned participating area for sale during the life of this Agreement shall be considered to be the gas so transferred until an amount equal to that transferred shall be so produced for sale and such gas shall be allocated to the participating area from which initially produced as constituted at the time of such final production.

### 13. <u>DEVELOPMENT OR OPERATION OF NON-PARTICIPATING LAND OR FORMATIONS AND DRILLING OF WELLS NOT MUTUALLY AGREED UPON.</u>

Any party or parties hereto owning or controlling the working interests or a majority of the working interests in any unitized land having thereon a regular well location may, with the approval of the Supervisor as to federal or Indian land, and the State Commission as to state land and privately-owned land, and subject to the provisions of the unit operating agreement, at such party's sole risk, cost, and expense drill a well to test any formation for which a participating area has been established or to test any formation for which a participating area has been established if such location is not within said participating area, or drill any well not mutually agreed to by all interested parties, unless within ninety (90) days of receipt of notice from said party of his intention to drill the well the Unit Operator elects and commences to drill such well in like manner as other wells are drilled by the Unit Operator under this Agreement.

If any well drilled as aforesaid by a working interest owner results in production such that the land upon which it is situated may properly be included in a participating area, such participating area shall be established or enlarged as provided in this Agreement, and the party or parties paying the cost of drilling such well shall be reimbursed as provided in the unit operating agreement for the cost of drilling such well, and the well shall thereafter be transferred to and operated by Unit Operator in accordance with the terms of this Agreement and the unit operating agreement.

If any well drilled as aforesaid by a working interest owner obtains production in quantities insufficient to justify the inclusion in a participating

area of the land upon which such well is situated, such well may be operated and produced by the party drilling the same subject to the conservation requirements to this Agreement. The royalties in amount or value of production from any such well shall be paid as specified in the underlying lease and agreements affected.

#### 14. ROYALTY SETTLEMENT.

The United States, the Indians and the State of New Morico and all royalty owners who, under existing contracts, are entitled to take in kind a share of the substances now unitized hereunder produced from any tract, shall hereafter be entitled to the right to take in kind their share of the unitized substances allocated to such tract, and Unit Operator, or in case of the operation of a well by a working interest owner as herein in special cases provided for, such working interest owner, shall make deliveries of such royalty share taken in kind in conformity with the applicable contracts, laws, and regulations. Settlement for royalty interest not taken in kind shall be made by working interest owners responsible therefor under existing contracts, laws, and regulations, or 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.

If gas obtained from lands not subject to this Agreement is introduced into any participating area of the lands being operated hereunder, for use in repressuring, stimulation of production, or increasing ultimate recovery, which shall be in conformity with a plan first approved by the Supervisor, the State Commissioner and the State Commission, a like amount of gas, after settlement as herein provided for any gas transferred from any other participating area and with due allowance for loss or depletion 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 at such time as may be provided in the plan of operations or as may otherwise be consented to by the Supervisor, the State Commissioner and the State Commission as conforming to good petroleum engineering practice; and

provided further, that such right of withdrawal shall terminate on the termination of this Unit Agreement.

Royalty due the United States and the Indians shall be computed as provided in the operating regulations and paid in value or delivered in kind as to all unitize! substances on the basis of the amounts thereof allocated to unitized federal or Indian land as provided herein at the rates specified in the respective federal or Indian leases, or at such lower rate or rates as may be authorized by law or regulation; provided, that for leases on which the royalty rate depends on the daily average production per well, said average production shall be determined in accordance with the operating regulations as though each participating area were a single consolidated lease.

Royalty due on account of state and privately-owned lands shall be computed and paid on the basis of all unitized substances allocated to such lands.

#### 15. RENTAL SETTLEMENT.

Rental or minimum royalties due on leases committed hereto shall be paid by working interest owners responsible therefor under existing contracts, laws, and regulations, provided that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any rental or minimum royalty in lieu thereof due under their leases. Rental or minimum royalty for lands of the United States and Indian lands subject to this Agreement shall be paid at the rate specified in the respective leases from the United States and Indians unless such rental or minimum royalty is waived, suspended, or reduced by law or by approval of the Secretary or his duly authorized representative.

Rentals on State of New Mexico lands subject to this Agreement shall be paid at the rates specified in the respective leases.

With respect to any committed lease on non-federal or non-Indian land containing provisions which would terminate such lease unless drilling operations were within the time therein specified commenced upon the land covered thereby or rentals paid for the privilege of deferring such drilling operations, the rentals required thereby shall, notwithstanding any other 'provision of this Agreement, be deemed to accrue and become payable during

the term thereof as extended by this Agreement and thereafter until the required drilling operations are commenced upon the land covered thereby or some portion of such land is included within a participating area.

#### 16. CONSERVATION.

Operations hereunder and production of unitized substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by or pursuant to state or federal law or regulation.

#### 17. DRAINAGE.

The Unit Operator shall take appropriate and adequate measures to prevent drainage of unitized substances from unitized land by wells on land not subject to this Agreement, including wells on adjacent unit areas, or with the consent of the Director or the State Commissioner, respectively, pursuant to applicable regulations pay a fair and reasonable compensatory royalty as determined by the Supervisor for federal or Indian lands or as approved by the State Commissioner for state lands.

#### 18. 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 or gas of 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 Secretary as to federal and Indian leases and the State Commissioner as to state leases shall and each by his approval hereof, or by the approval hereof by his duly authorized representative, does herby establish, alter, change, or revoke the drilling, producing, rental, minimum royalty, and royalty requirements of federal, Indian and 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 subject to this Agreement, regardless of whether there is any development of any particular part or tract of the unit area, notwithstanding anything
to the contrary in any lease, operating agreement or other contract by and between
the parties hereto, or their respective predecessors in interest, or any of them.

- (b) Drilling and producing operations performed hereunder upon any tract of unitized lands 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 Secretary and the State Commissioner (or their duly authorized representatives) 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 or gas of lands other than those of the United States and the Indians, 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. Termination of this Agreement shall not affect any lease which, pursuant to the terms thereof or applicable law, shall continue in full force and effect thereafter.
- (e) Any federal lease for a fixed term of twenty (20) years or any renewal thereof or any part of such lease which is made subject to this Agreement shall continue in force beyond the term provided therein until the termination hereof. Any other federal or Indian lease committed hereto shall continue in force beyond the term so provided therein or by law as to the committed land so long as such land remains subject hereto, provided that production is had in paying quantities under this Agreement prior to the expiration date of the term of such lease.
- (f) Each sublease or contract relating to the operation and develorment of unitized substances from lands of the United States, or the Indians,
  committed to this Agreement, which by its terms would expire prior to the
  time at which the underlying lease, as extended by the immediately preceding

peragraph, will expire, 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 the underlying lease as such term is herein extended.

- (g) The segregation of any federal lease committed to this Agreement is governed by the following provision in the fourth paragraph of Sec. 17(b) of the Act, as amended by the Act of July 29, 1954, (68 Stat. 583, 585): "Any (federal) lease hereafter committed to any such (unit) plan embracing lands that are in part within and in part outside of the area covered by any such plan shall be segregated into separate leases as to the lands committed and the lands not committed as of the effective date of unitization: Provided, however, That any such lease as to the nonunitized portion shall continue in force and effect for the term thereof but for not less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities."
- (h) Any lease, other than a federal lease, having only a portion cf its lands committed hereto shall be segregated as to the portion committed and the portion not committed, and the provisions of such lease shall apply separately to such segregated portions commencing as of the effective date hereof. In the event any such lease provides for a lump-sum rental payment, such payment shall be prorated between the portions so segregated in proportion to the acreage of the respective tracts. Provided, however, 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, or from a well spacing unit defined or approved by the Commission including some part of the lands embraced in such lease, committed to this Agreement, or if production in paying quantities is being produced from some part of the lands embraced in such lease outside this unit area, 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 in such lease, or on a well spacing unit defined or approved by the Commission including some part of the lands embraced in such lease, the

same as to all lands embraced therein shall remain in full force and effect so long as such operations are being diligently presecuted, and if they result in the production of unitized substances, said lease shall continue in full force and effect as to all lands embraced therein, and so long thereafter as unitized substances in paying quantities are being produced from any portion of said lands.

#### 19. COVENANTS RUN WITH LAND.

The covenants herein shall be construed to be covenants running with the land with respect to the interest 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, royalty, or other 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.

#### 20. EFFECTIVE DATE AND TERM.

This Agreement shall become effective upon approval by the Indian Commissioner, the Director, and the State Commissioner, or their duly authorized representatives, and shall terminate on July 1, 1960, unless (a) such date of expiration is extended by the Director and State Commissioner, or (b) it is reasonably determined prior to the expiration of the fixed term or any extension thereof that the unitized land is incapable of production of unitized substances in paying quantities in the formations tested hereunder and after notice of intention to terminate the Agreement on such ground is given by the Unit Operator to all parties in interest at their last known addresses, the Agreement is terminated with the approval of the Director and State Commissioner, or (c) a valuable discovery of unitized substances has been made on unitized land during said initial term or any extension thereof, in which event the Agreement shall remain in effect for such term and so long as unitized substances can be produced in paying quantities, i.e., in this particular instance in quantities sufficient to pay for the cost of producing same from wells on unitized land within any participating area established hereunder and, should

production cease, so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as the unitized substances so discovered can be produced as aforesaid, or (d) it is terminated as heretofore provided in this Agreement.

This Agreement may be terminated at any time by not less than seventyfive (75) per centum, on an acreage basis, of the owners of working interests
signatory hereto, with the approval of the Director and State Commissioner;
notice of any such approval to be given by the Unit Operator to all parties
hereto.

#### 21. RATE OF PROSPECTING. DEVELOPMENT. AND PRODUCTION.

All production and the disposal thereof shall be in conformity with allocations and quotas made or fixed by any duly authorized person or regulatory body under any federal or state statute. The Director is hereby vested with authority to alter or modify from time to time, in his discretion, the rate of prospecting and development and within the limits made or fixed by the State Commission to alter or modify the quantity and rate of production under this Agreement, such authority being hereby limited to alteration or modification in the public interest, the purpose thereof and the public interest to be served thereby to be stated in the order of alteration or modification; provided, further, that no such alteration or modification shall be effective as to any land of the State of New Mexico as to the rate of prospecting and development in the absence of the specific written approval thereof by the State Commissioner and as to any lands of the State of New Mexico or privately-owned lands subject to this Agreement as to the quantity and rate of production in the absence of specific written approval thereof by the State Commission.

Powers in this section vested in the Director shall only be exercised after notice to Unit Operator and opportunity for hearing to be held not less than fifteen (15) days from notice.

#### 22. CONFLICT OF SUPERVISION.

Neither the Unit Operator nor the working interest owners nor any of them shall be subject to any forfeiture, termination or expiration of any rights hereunder or under any leases or contracts subject hereto, or to any penalty or liability on account of delay or failure in whole or in part to comply with any applicable provision 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 failure of the Unit Operator to obtain, in the exercise of due diligence, the concurrence of proper representatives of the United States and proper representatives of the State of New Mexico in and about any matters or thing concerning which it is required herein that such concurrence be obtained. The parties hereto, including the State Commission, agree that all powers and authority vested in the State Commission in and by any provisions of this contract are vested in the State 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.

#### 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 Department of the Interior, the Commissioner of Public Lands and the New Mexico Oil Conservation Commission and to appeal from orders issued under the regulations of said Department, the State Commission or State Commissioner, or to apply for relief from any of said regulations or in any proceedings relative to operations before the Department of the Interior, the State Commissioner or State Commission, or any other legally constituted authority; provided, however, that any other interested party shall also have the right at his own expense to be heard in any such proceeding.

#### 24. NOTICES.

All notices, demands or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given if given in writing and personally delivered to the party or sent by postpaid registered mail, addressed to such 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 any 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 wherein said unitized lands are located, or of the United States, 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 produce unitized substances from any of the lands covered by this Agreement shall be suspended while, but only so long as, the Unit Operator despite the exercise of due care and diligence is prevened from complying with such obligations, in whole or in part, by strikes, acts of God, federal, state, or muricipal 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. FAIR EMPLOYMENT.

In connection with the performance of work under this Agreement, the Unit Operator agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Unit Operator agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The Unit Operator agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

#### 28. LOSS OF TITLE.

In the event title to any tract of unitized land shall fail and the true owner cannot be induced to join in this Unit Agreement, so that such tract is not committed to this Unit Agreement, or the operation thereof hereunder becomes impractical as a result thereof, such tract shall be automatically regarded as not committed hereto and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In

the event of a dispute as to title as to any royalty, working interest, or other interests subject thereto, payment or delivery on account thereof may be withheld without liability for interest until the dispute is finally settled; provided, that, as to federal, Indian and state land or leases, no payments of funds due the United States, Indians or the State of New Mexico should be withheld, but such funds of the United States shall be deposited as directed by the Supervisor, and such funds of the State shall be deposited as directed by the State Commissioner, 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 any title hereunder.

#### 29. NON-JOINDER AND SUBSEQUENT JOINDER.

If the owner of any substantial interest in a tract within the unit area fails or refuses to subscribe or consent to this Agreement, the owner of the working interest in that tract may withdraw said tract from this Agreement by written notice to the Director, the State Commissioner and the Unit Operator prior to the approval of this Agreement by the Director. Any such tract not so withdrawn shall be considered as unitized, and any necessary adjustments of royalty occasioned by failure of the royalty and record owner to join will be for the account of the corresponding working interest owner. Any oil or gas interests in lands within the unit area not committed here to prior to submission of this Agreement for final approval may thereafter be committed hereto by the owner or owners thereof subscribing or consenting to this Agreement, and, if the interest is a working interest, by the owner of such interest also subscribing to the unit operating agreement. After operations are commenced hereunder, the right of subsequent joinder, as provided in this section, by a working interest owner is subject to such requirements or approvals, if any, pertaining to such joinder, as may be provided for in the unit operating agreement. After final approval hereof, joinder by a nonworking interest owner must be consented to in writing by the working interest owner committed hereto and responsible for the payment of any benefits that may accrue hereunder in behalf of such non-working interest. Prior to final approval hereof, joinder by any owner of a non-working interest must be

eccompanied by appropriate joinder by the owner of the corresponding working interest in order for the interest to be regarded as effectively committed hereto. Joinder to the Unit Agreement by a working-interest owner, at any time, must be accompanied by appropriate joinder to the unit operating agreement, if more than one committed working-interest owner is involved, in order for the interest to be regarded as effectively committed to this Unit Agreement. Except as may otherwise herein be provided, subsequent joinders to this Agreement shall be effective as of the first day of the month following the filing with the Supervisor, the State Commissioner and the State Commission of duly executed counterparts of all or any papers necessary to establish effective commitment of any tract to this Agreement unless objection to such joinder is duly made within sixty (60) days by the Director, State Commissioner or State Commission.

#### 30. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or 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.

#### 31. SURRENDER.

Nothing in this Agreement shall prohibit the exercise by any working interest owner of the right to surrender vested in such party in any lease, sublease, or operating agreement as to all or any part of the lands covered thereby, provided that each party who will or might acquire such working interest by such surrender or by forfeiture as hereafter set forth, is bound by the terms of this Agreement.

If as a result of any such surrender, the working interest rights as to such lands become vested in any party other than the fee owner of the unitized substances, said party shall forfeit such rights and no further benefits from operations hereunder as to said land shall accrue to such party, unless within ninety (90) days thereafter said party shall execute

this Agreement and the unit operating agreement as to the working interest acquired through such surrender, effective as though such land had remained continuously subject to this Agreement and the unit operating agreement. And in the event such agreements are not so executed, the party next in the chain of title shall be and become the owner of such working interest at the end of such ninety (90) day period, with the same force and effect as though such working interest had been surrendered to such party.

If as the result of any such surrender or forfeiture the working interest rights as to such lands become vested in the fee owner of the unitized substances, such owner may:

- (1) Execute this Agreement and the unit operating are sement as a working interest owner, effective as though such land had remained continuously subject to this Agreement and the unit operating agreement.
- (2) Again lease such lands but only under the condition that the holder of such lease shall within thirty (30) days after such lands are so leased execute this Agreement and the unit operating agreement, effective as though such land had remained continuously subject to this Agreement and the unit operating agreement.
- (3) Operate or provide for the operation of such land independently of this Agreement as to any part thereof or any oil or gas deposits therein not then included within a participating area.

Agreement and the unit operating agreement as a working interest owner or again leace such lands as above provided, within six (6) months after any such surrender or forfeiture, such fee owner shall be deemed to have waived the right to execute the unit operating agreement or lease such lands, and to have agreed, in consideration for the compensation hereinafter provided, that operations hereunder shall not be affected by such surrender.

For any period the working interest in any lands are not expressly committed to the unit operating agreement as the result of any such surrender or forfeiture, the benefits and obligations of operations accruing to such lands under this Agreement and the unit operating agreement shall be shared by the remaining owners of unitized working interest in accordance with their

respective participating working interest ownerships, and such owners of working interests shall compensate the fee owner of unitized substances in such lands by paying sums equal to the rentals, minimum royalties, applicable to such lands under the lease in effect when the lands were unitized, as to such participating area or areas.

Upon commitment of a working interest to this Agreement and the unit operating agreement as provided in this section, an appropriate accounting and settlement shall be made, to reflect the retroactive effect of the commitment, for all benefits accruing to or payments and expenditures made or incurred on behalf of such surrendered working interest during the period between the date of surrender and the date of recommitment, and payment of any moneys found to be owing by such an accounting shall be made as between the parties then signatory to the unit operating agreement and this Agreement within thirty (30) days after the recommitment. The right to become a party to this Agreement and the unit operating agreement as a working interest owner by reason of a surrender or forfeiture as provided in this section shall not be defeated by the non-existence of a unit operating agreement and in the event no unit operating agreement is in existence and a mutually acceptable agreement between the proper parties thereto cannot be consummated, the Supervisor and State Commissioner may prescribe such reasonable and equitable agreement as they deem warranted under the circumstance.

Nothing in this section shall be deemed to limit the right or joinder of subsequent joinder to this Agreement as provided elsewhere in this Agreement. The exercise of any right vested in a working interest owner to reassign such working interest to the party from whom obtained shall be subject to the same conditions as set forth in this section in regard to the exercise of a right to surrender.

UNIT OPERATOR AND WORKING INTEREST OWNER

		GREAT WESTERN DRILLING COMPANY
Date:	Section 1997	By:
ATTEST:		President
		en e
A 2		

P. O. Box 1659
Midland, Texas

#### OTHER WORKING INTEREST OWNERS

THREE STATES NATURAL GAS COMPANY

Date:	By:
ATTEST:	Vice President
Assistant Secretary Corrigan Tower Dallas, Texas	
	SOUTHERN UNION GAS COMPANY
Date:	By:Vice President
ATTEST:	Vice President
Assistant Secretary Burt Building	
Dallas, Texas	
	HUNDLE OIL & REFINING COMPANY
Date:	By:Vice President
ATTEST:	vice rresident
Assistant Secretary P. O. Box 2180	
Houston, Texas	
	ALBUQUERQUE ASSOCIATED OIL COMPANY
Date:	By:
ATTEST:	President
Assistant Secretary 824 Simms Building Albuquerque, New Mexico	
	SKELLY OIL COMPANY
Po.A.	·
Date:	By:Vice President
ATTEST:	A 1200 LODIGERA
Aggigtent Cognotomy	

Tulsa, Oklahoma

### WOOD RIVER OIL & REFINING CO., INC.

Date:	By:
ATTEST:	Vice President
Assistant Secretary 321 West Douglas Wichita, Kansas	
	EL DORADO REFINING CO.
Date:	By:
ATTEST:	Vice President
Assistant Secretary 306 Koch Building 321 West Douglas Wichita, Kansas	
Date:	By: Vice President
ATTEST:	VICE IICSIUCIIV
Assistant Secretary	
Date:	
Date:	

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SO. UNION G.W. & T.S.	-	6.W. 4 7.S	G.W. &T.S. G.W. &T.S.	6.W.&T.S.	S.1.4.M.9	)! G.W. ¢ T.S.
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(a) (b)			(a)	(3)	( <b>4</b> )	40.03
		<b>N</b>	6. W & T.S.   6. W & T.S.	6 W. ¢T.S.	<b>5</b>	39.76
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SF080010 NM03042	SFO78564	G.W. &T.S. RITTMAN	35 NM 018746 (application)	28		25) NM 011649
NM 011649	<b>3</b>	I. L. CODELAZO	Z Z O 11649 (25)	27	I. COPELAZO	NN OHEAS
MM 010621	35 - 35 - 37 PAY NE	50. CZ 10Z	SF 078775 .	SE 078901	(5) O C A C X	(I) SF 078901-A
B-10894-6 E 4912-5	WOOD RIVER 36	10894 6 X	SF 018175	50 UNION	(P) 30 7	5F078901

R-8-W

AN LEASE CONTRACT NUMBERS
REFIX: I-149REFIX: MESTERN DRILLING CO.
AND THREE STATES NATURAL GAS CO.

TRACT NUMBERS

EXHIBIT "A"

SOUTH CHACO UNIT AREA

SAN JUAN COUNTY, NEW MEXICO

SCALE 2" - I MILE

# THE STATE OF THE SOUTH CHACO UNIT - SAN JUAN COUNTY, NEW MEXICO

Tract

Description

No. of

Serial No. and Lease Date

Iand Owner
Percentage Record Owner of Lease
of Royalty or Application

Owner and Percentage

Working Interest Owner Under Option Agreement, Operating Agreement or Assignment and Percentage of Interest

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			4.7	- 					11 A		
			Joseph C. Gordon		Southern Union Ges Company	). F. Rittman, deceased /irgil Rittman	1	:			
			c. <b>G</b> o		n Unic	r. Rittman, leceased rgil Rittman			S. Grenier		
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			None		Frank A. Melton	NO.			Martin A. Fierce Charles J. Finkles	•	
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-		Company	State		Company	decessed Virgil Rittman	社ない		Company		
			e Natu	)	Company		F. Rittman, Jr.,			Southour Indon Cas	
			Orest Western Drilling 1/2 Company Three States Natural Gas 1/2				:	- -	•	•	
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	Assignment and	Operating	Owner Unde	Lage: Y
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FEDERAL LANDS (Continued)	Tract No. Description	•
	No. of Acres	
	Serial No. and Lease Date	
	Land Owner Percentage of Royalty	
	Record Owner of Lease or Application	
	Overriding Royalty Owner and Percentage	
	Option Agreement, Operat Agreement or Assignment Percentage of Interest	Working Interest Owner I

							13:	
Gest Western Drilling Company Three States Natural Gas Company	1.00%	George H. Krause	W. L. Cooper	n.s.a.	S.F. 078856 4-1-48 5 yrs. Ext'd. Add'l. 5 yrs.	2560,00	8 Sec. 3: SW/4 Sec. 4: S/2 Sec. 5: SE/4 Sec. 7: SE/4 Sec. 9: All Sec. 10: NW/4	m
Great Western Drilling Company Three States Natural Gas Company		None	Mary E. Wetenkamp	121% A11	S.F. 078855 8-1-48 5 yrs. Ext'd. Add'l. 5 yrs.	2563.20	7 Sec. 2: £11 Sec. 10: E/2, SW/4 Sec. 11: N/2, SW/4 Sec. 14: NW/4, SE/4 Sec. 15: £11	J
						<b>3</b>	T. 22 N. B. 8 W.	<b>)</b> -3
Great Western Drilling Company Three States Natural Company	1,00%	Lercy English	George H. Smith	123% A11	S.F. 078854 8-1-49 5 yrs. Ext'd. Add'l. 5 yrs.	2564.31	6 Sec. 1: Lots 3,4, Sec. 3: All Sec. 12: All Sec. 13: All Sec. 24: N/2	
Great Western Drilling Company Three States Natural Gas Company	1.00%	Oscar Thomas	Nancy Harman	U.S.A. 12½% All	S.F. 078853 3-1-48 5 yrs. Ext'd. Add'l. 5 yrs.	2560.00	5 Sec. 14: All Sec. 15: All Sec. 22: All Sec. 23: All	L.D.
					-		T. 22 N. R. 9 V.	þ;

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erest	gnment and	Operating	Owner Under	Page 3

Description

No. of

Serial No. and Lease Date

Land Owner
Percentage Record Owner of Lease Overriding Royalty
of Royalty or Application Owner and Percentage

*Assi Janua	ĸ	<b></b>	10A	<b>1</b> 0	F 9	T. 22 N.
*Assignee under January 20, 1956	Sec. 3: SE/4	Sec. 23	Sec. 25: Sec. 26:	Sec. 24:	Sec. 4:	FEDERAL LANDS (Continued) T. 22 N. R. 9 W.
r assigm 56	SE/4	23: NE/4, S/2	: N/2	: 111	A11 E/2 E/2 10te	(Continue
ment filed		**			1,2, NE/4, SE/4	d)
*Assignee under assignment filed for approval	160.00	480.00	640.00	640.00	2564.62	
1 7 yrs.		S.F. 078 4-1-48 5 yrs. Extid. A 5 yrs.	S.F. 078901 4-1-48 5 yrs. Ext'd. Add' 5 yrs.	S.F. 078901 4-1-48 5 yrs. Ext'd. Add' 5 yrs.	S.F. 078 5-1-48 5 yrs. Ext'd. A 5 yrs.	
	Ļ	078901-A U.	H	۲	078857 U.S 8 12	
-	1.3.4.	U.S.A. 12 <del>2</del> % All	U.S. A. 12 <del>1</del> % All	U.S. A. 122% All	12 <del>2%</del> A111	•
	J. #	Claude	Tom Bo	*Albuqu ciat	George	
	Wilson	A. Teel	Bolack	*Albuquerque Asso- ciated Oil Company	H. Smith	
				Sompany	ä	
	Cirace I	Tom Bolack	None	None	George	
	Grace Byrd Hardison	ck			Russell	
* .	dison			. Vi	Wilson	
	1.00% 0	2.50% s			1.00% 0	
÷	Great Western Company Three States Gas Company	kelly o	Tom Bolack	di Company	Great Western Company Three States Gas Company	
	Great Western Drilling Company Three States Natural Gas Company	2.50% Skelly Oil Company		Albuquerque Associated Oil Company	George Russell Wilson 1.00% Great Western Drilling Company Three States Natural Gas Company	
	* ½	<b>V11</b>	<b>E</b>	\$1 9	¥ 1/2	
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Tract Description No. of Serial No. and Lease Date

Land Owner
Percentage Record Owner of Lease Overriding Royalty
of Royalty or Application Owner and Percentage

FEDERAL LANDS (Continued)

T. 22 N. R. 9 W.

Sec. 17: All Sec. 20: All Sec. 29: All Sec. 32: All

2560,00 S.F. 078920 U.S.A. 2-1-48 122% All 5 yrs. Ext'd. Add'l. 5 yrs.

Gloria Weihs

Jean Bulow

1.00% Great Western Drilling 1/2 7/2

Company
Three States Natural
Gas Company

lease Date	Serial No.		
Percentage of Royalty	Land Owner	9	
or Application			
Owner and Percentage			
Agreement or Assignment and Percentage of Interest	Option Agreement, Operating	Working Interest Cwner Under	Fage 4
4		E	

FEDERAL LANDS (Continued) T. 22 N. R. 9 W. 17 ょ #/2 W/2, E/2 (A11)
Sec. 19: Lots 1,2,3,4,
E/2 W/2, E/2 (A11)
Sec. 30: Lots 1,2,3,4
E/2 W/2, E/2 (A11) Sec. 1: Iots 3,4, \$/2 NV/4, \$V/4 Sec. 12: V/2 Sec. 23: NT./4 N. R. 8 V. Sec. 1: Lots 1,2, S/2 NE/4, SE/4 Sec. 12: NE/4 Sec. 33: W/2 Sec. 7: Lots 1,2,3, Description I. 22 N., R. 9 W. Sec. 27: 11/2 W2, E/2 (A11) 1,2,3,4, No. of 2560.29 801.80 640,00 480.60 S.F. 078929 4-1-48 5 yrs. Ext'd. Add'l. 5 yrs. S.F. 080010 4-1-47 5 yrs. Ext'd. Add'l. 5 yrs. 5 yrs. Ext'd. Add'l. 5 yrs. S.F. 080138 8-1-49 5 yrs. Ext'd. Add'l. 5 yrs. S.F. 080029 3-1-48 Lease and U.S.A. 123% All U.S.A. 12½% All U.S.A. 121/8 A11 U.S.A. 12½% All C.M. Newsom Madge Jones Gloria Weihs Three States Natural Gas Company J. V. Cowan and R. S. Magruder Dan T. Brennan Bonnie C. Ritchie Richard H. Ernest 2.50% 2.50% 2.00% Southern Union Cas 1.00% Great Western Drilling Great Western Drilling Company
Three States Natural
Gas Company Company
Three States Natural
Gas Company Great Western Drilling Company
Three States Natural
Gas Company ど All 72 72

July 11, 1955

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Agreement or Assignment and Percentage of Interest	Page 5 Working Interest Owner (hder Option Agreement, Operating
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F	
B	ing rader

No. of

Serial No. and Lease Date

Land Owner
Percentage Record Owner of Lease Overriding Royalty
of Royalty or Application Owner and Percentage

Company Three States Matural Cas Company	ing Thomas F. McKenna 2.00% 1/2 Charles B. Consales 0.90% 1 Edward Digneo 0.20% 1/2	Great Western Drilling Company 1/2 Three States Natural Gas Company 1/2	U.S.A. 123% All	N.M. 05958-A 9-1-51 5 yrs.	325:47	22 Sec. 31: Lots 3,4,5,6, 7,8, E/2 Sm/4
Albuquerque Associated Oil Company	None .	Albuquerque Assoc- iated Oil Company	U.S.A. 12 <b>½%</b> A11	N.M. 05958 9-1-51 5 yrs.	640.00	1. 22 N., R. 8 W. 21 Sec. 32: All
Maurice Agan	Hone	Maurice Egan	U, S. A. 122% All	N.M. 04439 7-1-52 5 yrs.	640.00	T. 22 N., R. 9 W., 20 Sec. 34: All
R. H. Willer	None	R. H. Miller	U.S.A. 12 <b>½% A</b> 11	N.M. 03042 4-1-47 5 yrs. Ext'd. Add'l. 5 yrs.	160.00	19 Sec. 33: SE/4
Great Western Drilling Company Three States Natural Gas Company	Grace Byrd Hardison 1.00%	J.W. Wilson	U.S.A. 12 <del>1</del> % Al1	N.M. 0331 10-1-49 5 yrs. Ext'd. Add'l. 5 yrs.	2241.52	1. 22 M. R. 9 M.  18 Sec. 5: Lots 3,4,  \$\frac{\( \) \}{\( \) \} \} \]  Sec. 8: \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \) \( \
		or Amplica Grou	of Royalty	Lease Date o	Acres	No. Description FEDERAL LANDS (Continued)

January 20, 1956

Rurcenta	Agreemen	Option A	Working	
Percentage of Interes	Agreement or Assignment	Option Agreement,	Interest	
arest	gnment and	Operating	Owner Under	Page 6

Description

No. of Acres

Serial No. and Lease Date

Land Owner
Percentage Record Owner of Lease Overriding Royalty
of Royalty or Application Owner and Percentage

		rd M. Digneo (Suspended pending appeal)	Edward M. Digneo (Suspe	·	N.M. 018759	•		
	peal)	lon V. Harris (Application - rejected and on appeal)	Marion V. Harris (Appli	U.S.A.	N.M. 018746	320.00	26 Sec. 28: E/2	
E	Herschel L. Copelan	None	Herschel L. Copelan	12 % A11	N.M. 011649 8-1-53 5 yrs.	2560.00	25 Sec. 20: N/2, SM/4 Sec. 21: N/2, SE/4 Sec. 22: S/2 Sec. 27: All Sec. 34: All	
TIV	France Bryan	Marion V. Harris - Prod. payment of \$1000 per acre out of 3%	France Bryan	U.S.A. 123% All	N.M. 010770 8-1-53 5 yrs.	640.15	24 Sec. 31: All T. 22 N. B. S W.	
TTV	3.00% Skelly Oil Company	Carrol T. Payne 3.00%	Carrol T. Payne	U.S.A. 12 <b>2%</b> A11	N.M. 010621 8-1-53 5 yrs.	320.00	23 Sec. 35: S/2 T. 22 N. R. 9 W.	
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TOTAL FEDERAL LANDS

33,959.26 Acres

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Sec. 19: ME/4 - Allot. No. 135 Sec. 19: Lots 1,2, E/2 ME/4 - Allot. Ho. 136	Sec. 8: 85/4 - Allot.  Sec. 8: 85/4 - Allot.  Sec. 8: 85/4 - Allot.  Sec. 8: 81/4 - Allot.	72 M. R. 8 11.	Sec. 25: 1/1 Sec. 25: 1/2  1. 22 1. 1. 8 1. Sec. 25: 2/2 Sec. 25: 2/2 Sec. 25: 111 Sec. 25: 112	AND ALLOTTED DEDLAY LANGS	De action de
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I-149-Ind 8095 12-13-51 10 yrs.	I-149-Ind 8094 12-13-51 10 yrs.		I-149-Ind 7603 3-9-48 10 yrs.		Serial No. and Lease Date
Heirs of This-se Chois or Tom Lanel	Heirs of Es-ske-yazza Heirs of Cosa Heirs or Pah E-nash-e-o or Ignacio Gordo		Allottees Nos. 113, 114,116,115, 121,122,134, 133,132,129, 128,138,137, 107 and 109, or their heirs as the case may be 122,4		Lend Owner Fercentage of Royalty
Three States Natural Ges Company	Three States Natural Gas Company		Three States Natural Ges Company		Record Owner of Lease or Application
None	Note		Nome		Overriding Royalty Owner and Percentage
Great Western Drilling Company Three States Natural Gas Company	Great Western Drilling Company Three States Natural Gas Company		Great Western Drilling Company Three States Natural Gas Company		Page '' Working Interest Owner Unler Option Agreement, Operating Agreement or Assignment and Percentage of Interest
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Heroel	Worlding Option
reenter of Interes	Working Interest Option Agreement,
preentage of Interest	_
or and	Page 8 Owner Under Operating

Description

No. of

Serial No. and lease Date

Land Owner
Percentage Record Owner of Lease
of Royalty or Application

Owner and Percentage

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Sec. 11: St./4 - Milot. 10		1	2.0		Sec. 10: NE/4 - Allot.	\$\frac{2}{2} \text{NW}\frac{1}{4} - \text{Allot.} \text{No. 103}	2: St./4 - Allot. No. 10 2: Lots 3,4,	2: SE/4 - Allot. No. 10		1: Lota 1,2, \$/2 NE/4		TAN 1
No. 100	A110t.	- Allot.	Allot.	No. 97	No. 95	. AE1	4, No. 102	Allot.	Allot. No. 93	- Allot.		SOM
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July 11, 1955

No. of Acres	Serial No. Land Owner and Percentage Record Owner of Lease Lease Date of Royalty or Application	Overriding Royalty Owner and Percentage	Option Agreement, Operating Agreement or Assignment and Percentage of Internst
O ALLOTTED INDIAN LANDS (Continued)			
N. R. 9 V			

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Company
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Gas Company

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Great Western Drilling

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Fage 9
Working Interest Owner Under

## NAVAJO ALLOTTED INDI

Tract No.

#### T. 22 N. R. 9 V.

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Sec. 35:	Sec.	Sec.
35:	16:	16
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	Sec. 16: NV/4 - Allot. No. 99	ALLOT.
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#### r. 22 No. R. 8 Ve.

11: SE/4
12: SE/4
13: A11
14: NE/4, SE/4
21: SN/4
22: N/2
30: S/2
31: N/2

TOTAL NAVAJO ALLOTTED INDIAN LANDS -9,121.35 Acres.

### NAVAJO TRIBAL INDIAN LANDS (Executive Order Lands)

Sec. 6: Lots 1,2,3,4,5, (6,7, S/2 NE/4, SE/4 NI/4, E/2 SW/4, SE/4 (All) 641.23

I-149-Ind.- Tribel 8124 8-21-52 10 yrs. Three States Natural Cas Company

TOP

Company
Three States Natural
Gas Company

Great Western Drilling

72

TOTAL NAVAJO ALLOTTED AND TRIBAL INDIAN LANDS - 9,762.58 Acres. TOTAL NAVAJO TRIBAL INDIAN LANDS - 641.23 Acres.

July 11, 1955

Description

No. of

Serial No. and Lease Date

Land Owner
Percentage Record Owner of Lease Overriding Royalty
of Royalty or Application Owner and Percentage

40 Sec. 16: SE/4	1. 22 N. R. 8 W.  39 Sec. 16: NE/4, N/2 SE/4, SE/4 SE/4	T. 22 N. B. 9 W. 38 Sec. 16: SW/4	T. 22 N. R. 8 W.  37 Sec. 16: W/2 Sec. 36: N/2 NW/4, SW/4
160,00	280.00	160.00	560.00
E-4778-2 12-4-50 10 yrs.	E-4777-2 12-4-50 10 yrs.	E-2319-2 12-10-48 10 yrs.	B-10894-6 1-4-44 10 yrs. H.B.P.
State NM 122% All	State NM 12½% All	State NM 12½% All	State NM 122% All
Humble Oil & Refining Company	Humble Oil & Refining Company	Three States Natural Gas Company	Wood River Oil &   Refining Co., Inc.3/4 The El Dorado Refin- ing Company 1/4
W.L. Brimhall George Foster Al Greer Ray Atchison Harold Montgomery Richard M. Kranna- witter James A. Tadlock Gilbert Archuleta	Al Greer and George H. Krouse	None	None
0.600 0.600 0.300 0.300 0.275 3.000 3.000 3.000 3.000 3.000 3.000 3.000 3.000 3.000 3.000 3.000 3.000 3.000 3.000 3.000	3.000%		
Humble Oil & Refining Company	Humble Oil & Refining Company	Great Western Drilling Company Three States Natural Ges Company	Wood River Oil & Refining Co., Inc. The El Doredo Refining Company
A11	TIV	72 72	¥2 3/2

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Sec.		Sec.	T. 22 N. R. 8 W.
16: S		36:	8 W
Sec. 16: SW/4 SE/4		E/2, S	
1/2		41 Sec. 36: E/2, S/2 NW/4	
40.00		400.00	
E-6170-3 5-9-52	10 yrs.	E-4912-5	
State NM 12/2% All	142/8 ALL	State NM	
င့		Three	
C. Mone	e company	e Stat	
Monckmeier	Š	ee States Natural Charles B. Consales 4.00% Creat Western Drilling 1/2	
None		Charles	
		в. Ос	
		nsale	
		s 4.00%	
G. C. Monekmeier	Three S	Great N	
one <b>la</b>	hree States h	lester:	
eier	Three States Natural 1/2 Cas Company	n Drillin	
117	1/2	8 V2	

Description

No. of

Serial No.
and
Lease Date

Land Owner
Percentage Record Owner of Lease Overriding Royalty
of Royalty or Application Owner and Percentage

Fage 10A
Working Interest Cumer Under
Option Agreement, Operating
Agreement or Assignment and
Percentage of Interest

STATE LANDS (Continued)

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Assignment	- Oper	Owner	68p.
nt and	Operatin	Und	F

Serial No. Land Owner and Percentage Record Owner of Lease Overriding Royalty Lease Date of Royalty or Application Owner and Percenta

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4	<i>t</i> 3
Sec. 2: Lot 1, S/2 NF/4	Sec. 2: Lot 2
120.61 E-7084 4-16-53 10 yrs.	40.63 E-6223 5-16-52 10 yrs.
State NM 12/8 All	State NW 12½% All
Wood River Oil & Refin- None ing Company, Inc. 3/4 The El Dorado Refin-	Edward C. Evensen and None Hulda Elizabeth Evensen
Wood River Oil & 3/4 Refining Co., Inc. The El Dorado Refining 1/4	Edward C. Evensen and All Hulda Elizabeth Evensen
2 %	11

		23	
	NE/4 SE/4, S/2 SE/4	Sec. 36: N/2 N/2, SE/4 NE/4,	
		400.00	
	10 yrs.	E-7464-1	10 yrs.
	+62% St+	State NM	
Cas Company 1/2	Three States Natural 1/2	Great Western Drilling Charles B.	Ine El Dorado Refin- ing Company 1/4
		Conseles 4.00%	
Gas Company	Three States Natural	Great Western Drilling	The El Dorado Refining 1/4 Company
	72	<b>V</b> 2	<b>1</b> /4

<b>*</b>
Cas Company 1/2
2
Gas Company

46

TOTAL STATE LANDS - 2,401.24 Acres.

Totals	State	Indian	Federal	Land	
•	5.				
. 46,123.08	2,401,24	9,762.58	33,959.26	ACREAGE	
100.00%	5		73.63%	PERCENTAC	1
00%	21%	21. 16%{ALLOured		TAGE	
	Mary Co World	AJI 22 ACTES	0 101 05 4		
	TC 97	7 .77	5 }		

January 20, 1956