CASE 6622: ADAMS EXPLORATION COMPANY FOR COMPULSORY POOLING, EDDY COUNTY, NEW MEXICO

Enterner . to August 22

CASE NO.

6622

APPlication, Transcripts, Small Exhibits,

ETC.



STATE OF NEW MEXICO ENERGY AND MINERALS DEPARTMENT OIL CONSERVATION DIVISION

BRUCE KING GOVERNOR LARRY KEHOE SECRETARY

September 21, 1979

POST OFFICE BOX 2088 STATE LAND OFFICE BUILDING BANTA FE, NEW MEXICO 87501 (505) 827-2434

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| | Re: | CASE NO | 6622 NO.R-6110 | |
| r. Thomas Kellahin Kellahin & Kellahin | a section | | | |
| ttorneys at Da" 1769 | | Applic | | |
| Santa Fe, New Mexico | | Adam | s Explorat | ion Company |
| | | | | |
| Dear Sir: | | าย แปลลัฐสารโทย | -boweref | erenced |
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STATE OF NEW MEXICO ENERGY AND MINERALS DEPARTMENT OIL CONSERVATION DIVISION

IN THE MATTER OF THE HEARING CALLED BY THE OIL CONSERVATION DIVISION FOR THE PURPOSE OF CONSIDERING:

> CASE NO. 6622 Order No. R-6110

APPLICATION OF ADAMS EXPLORATION COMPANY FOR COMPULSORY POOLING, EDDY COUNTY, NEW MEXICO.

ORDER OF THE DIVISION

BY THE DIVISION:

This cause came on for hearing at 9 a.m. on August 22, 1979, at Santa Fe, New Mexico, before Examiner Daniel S. Nutter.

NOW, on this 19th day of September, 1979, the Division Director, having considered the testimony, the record, and the recommendations of the Examiner, and being fully advised in the premises,

FINDS:

- (1) That due public notice having been given as required by law, the Division has jurisdiction of this cause and the subject matter thereof.
- (2) That the applicant, Adams Exploration Company, seeks an order pooling all mineral interests in the Wolfcamp-Pennsylvanian formations underlying the N/2 of Section 15, Township 24 South, Range 28 East, NMPM, Eddy County, New Mexico.
- (3) That the applicant has the right to drill and proposes to drill a well at a standard location thereon.
- (4) That there are interest owners in the proposed proration unit who have not agreed to pool their interests.
- (5) That to avoid the drilling of unnecessary wells, to protect correlative rights, and to afford to the owner of each interest in said unit the opportunity to recover or receive without unnecessary expense his just and fair share of the gas in said pool, the subject application should be approved by pooling all mineral interests, whatever they may be, within said unit.

-2-Case No. 6622 Order No. R-6110

- (6) That the applicant should be designated the operator of the subject well and unit.
- (7) That any non-consenting working interest owner should be afforded the opportunity to pay his share of estimated well costs to the operator in lieu of paying his share of reasonable well costs out of production.
- (8) That any non-consenting working interest owner that does not pay his share of estimated well costs should have withheld from production his share of the reasonable well costs plus an additional 150 percent thereof as a reasonable charge for the risk involved in the drilling of the well.
- (9) That any non-consenting interest owner should be afforded the opportunity to object to the actual well costs but that actual well costs should be adopted as the reasonable well costs in the absence of such objection.
- (10) That following determination of reasonable well costs, any non-consenting working interest owner that has paid his share of estimated costs should pay to the operator any amount that reasonable well costs exceed estimated well costs and should receive from the operator any amount that paid estimated well costs exceed reasonable well costs.
- (11) That \$3000.00 per month while drilling and \$300.00 per month while producing should be fixed as reasonable charges for supervision (combined fixed rates); that the operator should be authorized to withhold from production the proportionate share of such supervision charges attributable to each non-consenting working interest, and in addition thereto, the operator should be authorized to withhold from production the proportionate share of actual expenditures required for operating the subject well, not in excess of what are reasonable, attributable to each non-consenting working interest.
- (12) That all proceeds from production from the subject well which are not disbursed for any reason should be placed in escrow to be paid to the true owner thereof upon demand and proof of ownership.
- (13) That upon the failure of the operator of said pooled unit to commence drilling of the well to which said unit is dedicated on or before December 1, 1979, the order pooling said unit should become null and void and of no effect whatsoever.

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(14) That there are unleased State lands included within the boundaries of the aforesaid 320-acre unit and that for the purpose of this order, such lands should be considered pooled, provided however, that when said lands are leased prior to commencement of the unit well, the owner thereof should be afforded the options described in Findings Nos. (7) through (10) above, and should be required to elect his option within 30 days after obtaining his lease.

IT IS THEREFORE ORDERED:

(1) That all mineral interests, whatever they may be, in the Wolfcamp-Pennsylvanian formations underlying the N/2 of Section 15, Township 24 South, Range 28 East, NMPM, Eddy County, New Mexico, are hereby pooled to form a standard 320-acre gas spacing and proration unit to be dedicated to a well to be drilled at a standard location thereon.

PROVIDED HOWEVER, that the operator of said unit shall commence the drilling of said well on or before the first day of December, 1979, and shall thereafter continue the drilling of said well with due diligence to a depth sufficient to test the Wolfcamp and Pennsylvanian formations;

PROVIDED FURTHER, that in the event said operator does not commence the drilling of said well on or before the first day of December, 1979, Order (1) of this order shall be null and void and of no effect whatsoever, unless said operator obtains a time extension from the Division for good cause shown.

PROVIDED FURTHER, that should said well not be drilled to completion, or abandonment, within 120 days after commencement thereof, said operator shall appear before the Division Director and show cause why Order (1) of this order should not be rescinded.

- (2) That Adams Exploration Company is hereby designated the operator of the subject well and unit.
- (3) That after the effective date of this order and within 30 days prior to commencing said well, the operator shall furnish the Division and each known working interest owner in the subject unit an itemized schedule of estimated well costs.
- (4) That within 30 days from the date the schedule of estimated well costs is furnished to him, any non-consenting working interest owner shall have the right to pay his share of estimated well costs to the operator in lieu of paying his

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share of reasonable well costs out of production, and that any such owner who pays his share of estimated well costs as provided above shall remain liable for operating costs but shall not be liable for risk charges.

- known working interest owner an itemized schedule of actual well costs within 90 days following completion of the well; that if no objection to the actual well costs is received by the Division and the Division has not objected within 45 days following reaching to f said schedule, the actual well costs shall be the reasonable well costs; provided however, that if there is an reasonable well costs within said 45-day period the Division will determine reasonable well costs after public notice and hearing.
- (6) That within 60 days following determination of reasonable well costs, any non-consenting working interest owner that has paid his share of estimated costs in advance as provided above shall pay to the operator his pro rata share of the amount that reasonable well costs exceed estimated well costs and shall receive from the operator his pro rata share of the amount that estimated well costs exceed reasonable well costs.
- (7) That the operator is hereby authorized to withhold the following costs and charges from productions
 - (A) The pro rata share of reasonable well costs attributable to each non-consenting working interest owner who has not paid his share of estimated well costs within 30 days from the date the schedule of estimated well costs is furnished to him.
 - (B) As a charge for the risk involved in the drilling of the well, 150 percent of the prorata share of reasonable well costs attributable to each non-consenting working interest owner who has not paid his share of estimated well costs within 30 days from the date the schedule of estimated well costs is furnished to him.
- (8) That the operator shall distribute said costs and charges withheld from production to the parties who advanced the well costs.

Case No. 6622 Order No. R-6110

- (9) That \$3000.00 per month while drilling and \$300.00 per month while producing are hereby fixed as reasonable charges for supervision (combined fixed rates); that the operator is hereby authorized to withhold from production the proportionate share of such supervision charges attributable to each non-consenting working interest, and in addition thereto, the operator is hereby authorized to withhold from production the proportionate share of actual expenditures required for operating such well, not in excess of what are reasonable, attributable to each non-consenting working interest.
- (10) That any unsevered mineral interest shall be considered a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest for the purpose of allocating costs and charges under the terms of this order.
- (11) That any well costs or charges which are to be paid out of production shall be withheld only from the working interests share of production, and no costs or charges shall be withheld from production attributable to royalty interests.
- (12) That all proceeds from production from the subject well which are not disbursed for any reason shall immediately be placed in escrow in Eddy County, New Mexico, to be paid to the true owner thereof upon demand and proof of ownership; that the operator shall notify the Division of the name and address of said escrow agent within 30 days from the date of first deposit with said escrow agent.
- (13) That all lands included within the above-described spacing and proration unit, including unleased state-owned lands, are pooled by this order, and any person obtaining a lease on such unleased State lands shall be subject to the provisions of this order. If such lease is issued after the entry of this order but before commencement of the unit well, the owner of said lease shall be subject to the provisions of Orders Nos.

 (3) through (9) above. If such lease is issued after the entry of this order and after commencement of the unit well, the owner of said lease shall be subject to the provisions of Orders Nos.

 (3) through (9) above except that those provisions relating to risk charges shall not be applicable.
- (14) That jurisdiction of this cause is retained for the entry of such further orders as the Division may deem necessary.

-6-Case No. 6622 Order No. R-6110

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

STATE OF NEW MEXICO
OLL CONSERVATION DIVISION

JOE D. RAMEY Director

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STATE OF NEW MEXICO ENERGY AND MINERALS DEPARTMENT OIL CONSERVATION DIVISION State Land Office Building Santa Fe, New Mexico 22 August 1979 EXAMINER HEARING IN THE MATTER OF: Application of Adams Exploration) CASE 6622 Company for compulsory pooling, Eddy County, New Mexico. BEFORE: Daniel S. Nutter TRANSCRIPT OF HEARING APPEARANCES Ernest L. Padilla, Esq.
Legal Counsel for the Division For the Oil Conservation State Land Office Bldg. Santa Fe, New Mexico 87503 Division: W. Thomas Kellahin, Esq. KELLAHIN & KELLAHIN For the Applicant: 500 Don Gaspar Santa Fe, New Mexico 87501

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SALLY WALTON BOYD
CERTIFED SHORTHAND REPORTER
3018 Place Bance (605) 471-3463
Santa Fe, New Mexico 57501

MR. NUTTER: We'll call next Case Number 6622. MR. PADILLA: ation Company for compulsory pooling, Eddy County, New Application of Adams Explor-Mexico. 6 MR. KELLAHIN: New Mexico, appearing on behalf of the applicant and I have 10 (Witnesses sworm.) 11 12 JAMES C. BROWN being called as a witness and having been duly swoth upon 13 his oath, testified as follows, to-wit: 14 15 16 DIRECT EXAMINATION BY MR. KELLAHIN: 17 18 Would you please state your name, by whom you're employed, and in what capacity? 19 20 My name is James C. Brown. and am representing Adams Exploration Company. 21 I'm an attorney 22 Mr. Brown, with regards to your representation of Adams Exploration Company, what if anything have you 23 done with regards to the status of the land ownership of 24 this particular area?

| Page | |
|---|-------------|
| | |
| A. I've been totally responsible for o | eter- |
| mining who owns the land in question and coordinating | addi- |
| tional leasing efforts and operations under the farmo | ut that |
| is the basis for our position in the north half of Se | ction |
| 15. | |
| Q. Would you please refer to Exhibit N | umber |
| One, identify that, and explain to us what Adams Expl | oration |
| Company is seeking to accomplish? | 71 - 1 1 |
| A. We propose the drilling of a Morrow | test |
| in the north half of Section 15. | |
| Q. That will be Township 24 South, Ran | ge 28 |
| East? | |
| A. Yes, Eddy County. | |
| And we hope to get something out of | the |
| Atoka, also, in that test. We will test both the Ato | ka and |
| the Morrow. | |
| Q. All right. This Exhibit Number One | also |
| identifies the location of certain other Atoka, Straw | n, and |
| Morrow wells in the vicinity. To the best of your kn | owledge |
| are those all the producing wells in that area? | |
| A. Yes. | |

of Section 15 to be dedicated to this well?

Yes.

And does the plat indicate the north half

I'd like to direct your attention to Ex-

hibits Two and Three, if you'll identify them together and then we'll talk about them individually. What do those represent?

A Exhibit Two is a list of unleased mineral owners who own small tracts in the north half of 15.

Exhibit Three is a list of parties who have gone in and acquired oil and gas leasehold interests, we do not have control of, and also there's some fee interest listed in there. Some of these people have gone in and bought small lots and tracts within the north half of 15.

Q All right. Before we discuss Exhibits

Two and Three, would you refer to what we've marked as Exhibit Number Six and I'll show you Exhibit Number Six, and ask you if you'll take a moment and simply summarize for us what the color code is and what this plat purports to represent.

A. The legend is on the right side of the map.

The yellow would --

MR. NUTTER: Before you go any further, Mr. Brown, this exhibit is the north half of the section?

A. Yes, sir.

MR. NUTTER: The full north half?

A. Yes, sir.

MR. NUTTER: So everything has been subdivided in here, practically?

A. Yes, sir. I've written in the north half of Section 15 down at the bottom righthand corner, but it's kind of obscured by some of the way it copied.

MR. NUTTER: Okay, go ahead.

A. The yellow would set out the location of the unleased mineral interests that are set out on Exhibit Two and the red would set out the location of the interests set out on Exhibit Three, the unleased or the leasehold interests that we do not have control of.

Q. Anything that is not colored in pink or yellow is now currently under lease to Adams Exploration Company?

A. It's either under lease to Adams Exploration

Company or as of the date of the filing of our application

the party that owned the lease on an uncolored tract had

already indicated that he or it wanted to join in the drilling

of the well.

- Q. This is in the town of Malaga, is it?
- A. Yes.
- 0. Is that an incorporated community?
- A. No.
- Q Is it still in existence?
- A. Well, there's some -- there are a few structures out there. If you'll look, you can see Highway 285. It kind of cuts through the northeast quarter and then

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you'll see the smaller lots up in the north half of the northeast quarter, and that's where the development of the There's a couple of stores. There's a gin town has been. out there. And I'm speaking of west of the highway. are also some structures east of the highway but we haven't been too concerned with them because our location is going to be west of the highway.

Where is that location to be? Q.

Well, it's 1980 from the east line of the section and 990 from the south line of the north half of Section 15.

All right.

We're going to -- we've got some title problems, so we're going to try and get as close to that legal location as we can, staying legal.

But it will be at some standard location approximately --

> Yes. A.

-- in that area?

All right. Now, with regards to the individuals and entities listed on Exhibits Number Two and Three, what have you done in order to obtain the consent or notify them of your interest to force pool them?

We have written each of these people listed

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on both exhibits and stated our desire to strike some sort of a trade with them on their interest or have them join in the drilling of the well.

Q. All right, let's refer to Exhibit Number
Two and if you'll simply run down the list and indicate for
us the names or entities that as of this date have not
either joined you in the drilling of the well or given you
a lease or some way indicated their participation in writing.

- A. Okay. The heirs of -
 MR. NUTTER: Are you on Exhibit Two or -
 MR. KELLAHIN: Two, Exhibit Two.
- A. On Exhibit Two.

 MR. NUTTER: Okay.

Luis Ornero, Joe Franco, American Electric Company, Charlotte
E. Cook, Nancy Galloway, Heywood Filter Company, Paul Stratton,
Roxie Williams, Steven Williams, Cora Enderood (sic), Candelario Carrasco, Estate of Thomas Ruiz, Charles Tubbs, Molly
Tubbs, Jane Reese, heirs or devisees of Walter Powers, heirs
or devisees of John Powers, heirs or devisees of Victor
Powers, Michelle Davis, State of New Mexico.

Q. Let's stop at that point and have you describe to us what the status is with regards to this tract owned by the State of New Mexico.

A. Okay, we have been in touch with the State

since we started putting this unit together and this Block 86 was originally used as a port -- or designated for a Port of Entry, and we have gotten -- well, it's -- the thing is pending right now before the, let's see, the property control agency. I discussed this with Ray Graham this morning, but I believe what they're going to do is go ahead and put the block up for lease, but we've had numerous -- I have not had discussions myself but a broker that's been working for me has had numerous discussions with Harold Barnes and Ray Graham on how to get this block in a position to get a lease on it or to offer it for lease, and there have been some questions about which state agency has jurisdiction over it and I think those questions are about to be answered and we hope to have the thing offered for lease in September or October.

Q All right. Please continue with those individuals or entities that have not yet joined in the drilling of this well.

A. Julia Weiss, Warren Samuels, Estate of J.

R. Ogden, Ed Dunagan Insurance, New Mexico Osage Royalty, and
the Right Reverend Anthony J. Schäler.

MR. NUTTER: Now, those parties are parties on Exhibit Two who have not leased or agreed to join?

A. Yes, sir.

MR. NUTTER: Now you skipped a few.

A. They have -- they have, since we prepared this exhibit, those people have either leased to us or agreed to join in the drilling of the well.

Q. If you'll turn to page five now of Exhibit

Number Two and indicate for us the status of the Malaga

Land and Improvement Company.

A. Malaga Land and Improvement Company was a corporation that was responsible for the filing of the plat of the town of Malaga and for the sale of the individual lots in the town of Malaga.

The corporation was dissolved in 1911 and we have no -- there was no conveyance out of the Malaga Land and Improvement Company to the shareholders of the corporation.

We have gotten some records from the office of the Secretary of State of New Mexico reflecting this dissolution and I'm making attempts right now to track down some of these shareholders and see if we can make a trade with -- make a trade with them on, you know, whatever interest they might have in the north half of 15.

But basically --

Q To the best of your knowledge, since 1911 there is nothing of record in Eddy County, New Mexico, or with the Corporation Commission of the State of New Mexico and Secretary of State to indicate that the record title

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ownership to this particular tract is held by anyone other than the Malaga Land and Improvement Company?

That is correct.

MR. NUTTER: Now which is that land that

Malaga Land and Improvement Company is owner of?

Over on the west side of the section, that west strip, that yellow strip goes all the way down the west -- west side, and then the strip south of the town of Malaga, or south of that portion of the town of Malaga in the northwest quarter of Section 15.

MR. NUTTER: You mean this little yellow

line running across it?

yes, sir. Yes, sir.

MR. NUTTER: That looks like probably an

old street or something in there.

Well -- what happened was the -- they laid out the town, or that portion of the town in Section 15, using a metes and bounds description with, you know, specific distances and then the section was re-surveyed and showed more -- the whole township was re-surveyed and the re-survey showed that Section 15 actually had about six additional acres, making a 640-acre section. So that would -- that creates the little strip along the south side of the north -- that portion of the town of Malaga in the northwest quarter of Section 15. And then this strip

along the west side of the town of Malaga just was never conveyed out, and we think that it was left in there for probably, for an irrigation canal, because that was the whole theory behind this land promotion, anyway, to -- people would buy a small town lot and they would also get a 5-acre farm tract some place in the area with the idea of water being plentiful and everybody having access to that water.

So that's what we think happened with this strip along the west side of the town of Malaga.

MR. NUTTER: What size are these lots, Mr. Brown? Now over here in the northwest quarter they've been divided up into equal size lots, approximately, and how many acres in each of those?

A. Well, if you don't have a corner lot, you're looking at a lot of about a little over 2-10ths of an acre, and it's our opinion that under New Mexico law each of these lots would go to the center of the adjoining easements, so that would make your corner lots larger than the lots in the interior of a block.

I think the largest lot is about 35/100ths of an acre. Now you've got some strange -- strangely shaped lots over around these rights of this -- like this railroad right-of-way, but they're just a few of those. Most of the -by and large the largest lot would be about 35/100ths of an

Then over here on Peach

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Street and Olive Street and Fourth, Fifth, and Sixth, those are much smaller lots, aren't they?

MR. NUTTER:

About 11/100ths of an acre; most of those are about 11/100ths of an acre, except of course, where you're on the corner and you pick up part of the -- part of the street.

MR. NUTTER: Well now, that was going to be what I was going to ask you, if these streets were public thoroughfares or if they were -- they are owned by the lots, then, adjoining them?

Yes, sir.

MR. NUTTER: How about your highway rightof-way there and the railroad right-of-way?

Well, the railroad, down to the middle of the north half of 15, from the north line of the section down to the middle, that's owned in fee by the railroad and we have a -- we have a lease from the Phillips Petroleum Company, who we have a farmout from, has a lease on the north half of -- or on that portion of the railroad right-ofway, and then from that point on it's a right-of-way only.

MR. NUTTER: I see and the minerals belong to the adjoining lots?

Yes, sir.

MR. NUTTER: And how about the highway

right-of-way?

A. It's a right-of-way only.

MR. NUTTER: So the minerals belong to the adjoining lots there?

A Yes, sir.

MR. NUTTER: Okay. So the only public land that you've got is this land that the State's Office of Property Control has.

A. Yes, sir.

MR. NUTTER: This old site for a Port of

Entry?

A. Yes, sir.

MR. NUTTER: Now, off the record.

(There followed a discussion

off the record.)

MR. NUTTER: Okay, back on the record.

Mr. Brown, in the case where pooling action is sought and involved unleased State lands, such as we have regarding Block 86, would Adams Exploration, I believe that's the applicant here, Adams Exploration have objection to any order pooling the lands providing that that person who obtains the lease if it were put up for lease after the order was entered, would be a working interest owner in the well and have the opportunity to join in the

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drilling of the well and pay his proportionate share of costs of the well without penalty, so long as he did so within thirty days after obtaining the lease?

A. No, sir, basically we wouldn't have any objection to that kind of an order. We would like to express our hope that there would be some sort of time limit on that; that is of say a lease, as long as the lease was granted before December 2nd, 1979, that -- that, you know, that any person that got that lease would be able to, despite the fact that this tract was force pooled, any person that got that lease would be able to just pay his pro rata share of the cost of the well.

MR. NUTTER: Within thirty days after obtaining the lease.

These exhibits -- were you through with your direct?

MR. KELLAHIN: No, we're still working on

MR. NUTTER: Okay, go ahead.

Q. (Mr. Kellahin continuing.) Let me refer you to Exhibit Three, now, and have you indicate to me any persons or entities that have not agreed to join or participate in the well.

A All of the working interest owners, leasehold owners, listed on this Exhibit have agreed to join in

the drilling of the well. So we're not concerned with any of them any more.

Q. Now if you'll refer to Exhibits Four and Five and explain what those are.

A. Exhibit Four was the letter that Mr. Kellahin sent out after the filing of our application and Exhibit Five are his return -- let's see, they're the receipts that you obtained on each one of those -- and the return receipts, on those letters to the unleased -- or to the parties that we thought at that particular time were not going to join in the drilling of the well.

Q Would you refer to Exhibit Number Seven and identify that for us?

A. Exhibit Number Seven is the proposed operating agreement that we're going to be circulating to all of the people that will be participating in the drilling of the well.

Q. Adams Exploration Company desires to be designated the operator of this proration unit?

A. Yes.

Q. And parties have signed this operating agreement that are participating in this well?

A. Well, we haven't actually -- we've advised all of the parties of the terms of the operating -- the essential terms of the operating agreement, those being the

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location of the well, the non-consent penalties, the --

What is that non-consent penalty?

300 percent under Article VI-B, 2-b, and 100 percent under that sub-part A.

And with regards to the fixed rate based overhead charges on the COPAS instructions, what are your drilling well rate and your producing well rates?

\$3000 per month drilling well rate and \$300 per month operating well rate.

We haven't circulated this operating agreement because we are just now getting together all of our -- our figures on just exactly what everybody's interest is in the thing.

This will be the operating agreement, though?

But nobody ---

It will be circulated?

Yeah, but people that -- nobody has objected to the basic terms of the operating agreement.

MR. KELLAHIN: That concludes my examination, Mr. Nutter.

CROSS EXAMINATION

BY MR. NUTTER:

And everybody on Exhibit Number Three has

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now joined in the drilling of the well?

A. Yes, sir, they've either -- they've either joined in or they've farmed out to somebody who has joined in.

Q. Okay.

MR. NUTTER: Are there any further questions of Mr. Brown? He may be excused.

J. T. BERRY

being called as a witness and having been duly sworn upon his oath, testified as follows, to-wit:

DIRECT EXAMINATION

BY MR. KELLAHIN:

Ω Would you please state your name, by whom
you're employed, and in what capacity?

A. My name is John T. Berry and I'm employed by Adams Exploration Company as a petroleum engineer and Operations Manager.

Q. Mr. Berry, have you previously testified before the New Mexico Oil Conservation Division?

A. Yes, sir, I have.

Q. And have your qualifications as an expert petroleum engineer been accepted and made a matter of record?

A. Yes, sir, they have.

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 $$\operatorname{MR}.$$ KELLAHIN: We tender Mr. Berry as an expert petroleum engineer.

MR. NUTTER: Mr. Berry is qualified.

Q. Mr. Berry, are you familiar with the proration unit upon which Adams Exploration Company desires to drill this Morrow test?

A. Yes, I am.

O. In studying the engineering evidence available for this particular area, have you prepared a proposed AFE with regards to the expenditure of monies for this proposed well?

A. Yes, sir, I have. It's identified as Exhibit Eight.

Q. Would you go through Exhibit Number Eight and summarize what the cost of this proposed well is going to be?

Mell, we have estimated that the total cost of the well to the casing point will be \$1,159,000.

And from that point to completion, total well costs of \$1,385,500.

Q. What are the principal zones of interest in this well?

A. The principal zones in this particular well would be the Atoka and the Morrow zones, and you'll never know what quality Atoka you might encounter until you

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actually drill it.

It could possibly be a normally pressure or not.

Q. You understand, don't you, Mr. Berry, that the statutory maximum risk factor penalty that the Division can impose upon any non-consenting owner is 200 percent?

A. Yes.

Q In relation to that statutory maximum, would you give to us your opinion of the potential risk of drilling a well at this particular location?

A. I think it's at least 200 percent risk.

Q. And upon what do you base that opinion?

A. Oh, we have a -- there's a dry hole to the west of us. That is located in Section 16 in the south half, the Aminoil Willow Lake Unit No. 2.

And the quality of the wells contribute to the risk factor, so if they would be -- you might only get a marginal well that would never pay out.

Q. Are there any other Morrow wells in the immediate area?

A. Yes, sir, there are Morrow wells in the immediate area.

The HGN Wood Well in Section 9 is a Morrow completion.

The Phillips -- pardon me, the Aminoil CNB

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State No. 1 in Section 11 was at one time a Morrow completion

It's now completed in the Atoka.

Q. In your opinion, Mr. Berry, will the proposed costs of drilling this well as set forth in Exhibit A, be the cost that's comparable to other Morrow tests in the area?

- A. Yes, sir, very comparable.
- Mr. Brown testified that the proposed overhead charge to be assessed against all parties is \$300 after drilling and \$3000 per month while drilling the well.
 - A. That's correct.
- O. In your opinion, Mr. Berry, are those fair and reasonable charges?
 - A. They are fair and reasonable.
- Q. And Adams Exploration Company would be the operator of this well?
 - A. That's correct.
 - Q. Was Exhibit Number Eight prepared by you?
 - A. Yes, sir, it was.
- Q. In your opinion, Mr. Berry, will approval of this application be in the best interests of conservation, the prevention of waste, and the protection of correlative rights?
 - A. It certainly will.

MR. KELLAHIN: If the Examiner please, we

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move the introduction of Exhibits One through Eight.

MR. NUTTER: Applicant's Exhibits One through Eight will be admitted in evidence.

MR. KELLAHIN: That concludes our examination.

CROSS EXAMINATION

BY MR. NUTTER:

Q. Mr. Berry, you mentioned the dry hole down here in Section 16 but you didn't mention the producing well in the north half.

What's the status of that well?

- A. It is a producing well. I'm sorry, it has not been identified, but it is a producing Morrow well.
- And the well in Section 11, you said no longer is a Morrow well?
 - A It was recompleted in the Atoka, sir.
 - Q How did it do in the Morrow?
- A. To the best of my memory, it produced about a billion cubic feet of gas.
- Q. How about the well to the northwest in Section 9? How has that well been in the Morrow?
 - A. It's a mediocre Morrow well, sir.
- Q It potentialed for 3-1/2 million, according to Exhibit Number One.

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| | - | A. | Yes, sir, but it didn't perform to that | | | |
| 2 | | capacity at all. | | | | |
| 3 | | Q. | I see. Is it still producing? | | | |
| 4 | | Α. | Yes, sir, it is still producing. | | | |
| 5 | | Q. | You don't have any idea of the cumulative | | | |
| | | | | | | |
| 6 | | production? | I don't have that figure with me, sir. | | | |
| 8 | | 4. Q | And then the well immediately south in | | | |
| | | | | | | |
| 9 | | Section 15. | The south half of 15, yes, sir. | | | |
| 10 | | A. | It says here that well potentialed for | | | |
| 11 | ۱ | Q. | | | | |
| 1 | 2 | 9.8 million. He | ow has it done? | | | |
| 1 | 3 | A. | It has a cumulative of approximately 700- | | | |
| 1 | 4 | million. | | | | |
| 1 | 15 | | At what rate is it produced a day? | | | |
| | 16 | A. | I believe that's in the order of 200,000 | | | |
| ٠. | 17 | a day, sir. | | | | |
| er er | 18 | | The Atoka unit, pardon me, the Atoka well | | | |
| | 1 | | contion 22, that well potentialed for 34.9 | | | |
| | to the south in Section 22, that to the south in Section 22, that million in the Atoka and it has now a cumulative of 1.6-bit million in the Atoka and it has now a cumulative of 1.6-bit | | | | | |
| | 20 | million in the | Atoka and 10 | | | |
| | 21 | through the fi | It's producing at a very small rate now | | | |
| | 22 | | | | | |
| | 23 | and it had a | 84 percent decline rate. | | | |
| | 24 | Q | I see. So it would indicate it's producing | | | |
| | | 1 | and the control of th | | | |

from a small Atoka reservoir, probably.

| | | | | | and the second second | |
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| 3 . 1 | Voc | 012 | T | Pluow | think | GO. |
| A. | ies, | SIT, | | WOUTU | CITTIII | 50 |

Now the location that you're proposing is

I believe it was 1980 feet from the east line and 990 feet

from the south line of this proration unit.

A. Yes, sir, that is true.

Q. Which would put it just about where the word "of" on Exhibit One in the phrase "City of Malaga".

A. Yes, sir, that is true.

MR. NUTTER: Are there any further questions of Mr. Berry? He may be excused.

Do you have anything further, Mr. Kellahin?

MR. KELLAHIN: No, sir.

MR. NUTTER: Does anyone have anything they wish to offer in Case Number 6622?

We'll take the case under advisement.

(Hearing concluded.)

REPORTER'S CERTIFICATE

I, SALLY W. BOYD, a court reporter, DO HEREBY

CERTIFY that the foregoing and attached Transcript of

Hearing before the Oil Conservation Division was reported

by me; that the said transcript is a full, true, and correct

record of the said hearing, prepared by me to the best of

my ability, from my notes taken at the time of the hearing.

Sally N. Boyd, C.S.R.

I do hereby certify that the foregoing is a complete resord of the proceedings in the Examiner hearing of Case No. 19.79.

ALLY WALTON BOYD RTIFED SHORTHAND REPORTER 10 Plaza Blanca (608) 471-3469

STATE OF NEW MEXICO ENERGY AND MINERALS DEPARTMENT OIL CONSERVATION DIVISION State Land Office Building Santa Fe, New Mexico 22 August 1979

EXAMINER HEARING

IN THE MATTER OF:

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Application of Adams Exploration Company for compulsory pooling, Eddy County, New Mexico.

CASE 6622

BEFORE: Daniel S. Nutter

TRANSCRIPT OF HEARING

APPEARANCES

For the Oil Conservation Division:

Ernest L. Padilla, Esq. Legal Counsel for the Division State Land Office Bldg. Santa Fe, New Mexico 87503

For the Applicant:

W. Thomas Kellahin, Esq. KELLAHIN & KELLAHIN 500 Don Gaspar Santa Fe, New Mexico 87501

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| | Direct Examination by Mr. Kellahin | 15 |
| | Cross Examination by Mr. Nutter | 17 |
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MR. NUTTER: We'll call next Case Number

6622.

MR. PADILLA: Application of Adams Exploration Company for compulsory pooling, Eddy County, New Mexico.

MR. KELLAHIN: Tom Kellahin of Santa Fe, New Mexico, appearing on behalf of the applicant and I have two witnesses to be sworn.

(Witnesses sworm.)

JAMES C. BROWN

being called as a witness and having been duly sworn upon his oath, testified as follows, to-wit:

DIRECT EXAMINATION

BY MR. KELLAHIN:

- Q. Would you please state your name, by whom you're employed, and in what capacity?
- A. My name is James C. Brown. I'm an attorney and am representing Adams Exploration Company.
- Mr. Brown, with regards to your representation of Adams Exploration Company, what if anything have you done with regards to the status of the land ownership of this particular area?

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A. We propose the drilling of a Morrow test in the north half of Section 15.

mining who owns the land in question and coordinating addi-

tional leasing efforts and operations under the farmout that

I've been totally responsible for deter-

Q. That will be Township 24 South, Range 28 East?

A Yes, Eddy County.

And we hope to get something out of the Atoka, also, in that test. We will test both the Atoka and the Morrow.

Q. All right. This Exhibit Number One also identifies the location of certain other Atoka, Strawn, and Morrow wells in the vicinity. To the best of your knowledge are those all the producing wells in that area?

A. Yes.

Q And does the plat indicate the north half of Section 15 to be dedicated to this well?

A. Yes.

Q I'd like to direct your attention to Ex-

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| | bits Two and Three, if you'll identify them together and |
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| hi | bits Two and Three, if you is the what do those re- |
| 4.4 | bits Two and Three, if you'll Identify what do those re- nen we'll talk about them individually. What do those re- |
| | |
| p | resent? Exhibit Two is a list of unleased mineral |
| | A Exhibit the north half of 15. |
| | A Exhibit Three is a list of parties who Exhibit Three is a list of parties who |
| | Exhibit Three 18 a 122 |
| 3 | and leasehold inde |
| 7 | have gone in and acquarant and also there's some fee interest. |
| 8 | have gone in and acquired oil and gas low have gone in and acquired oil and gas low we do not have control of, and also there's some fee interests we do not have control of, and also there's some fee interests |
| 9 | we do not have control of, and the second of these people have gone in and listed in there. Some of these people have gone in and bought small lots and tracts within the north half of 15. |
| 10 | bought small lots and tracts within Before we discuss Exhibits All right. Before we discuss Exhibits |
| 11 | All right. Berole wo marked as Ex- |
| 12 | All right. Before All right. Before Two and Three, would you refer to what we've marked as Ex- |
| 12 | Two and Till show you Exhibit Number |
| 13 | Two and Three, would you refer to me hibit Number Six and I'll show you Exhibit Number Six, and hibit Number Six and I'll show you Exhibit Number Six, and |
| 14 | hibit Number Six and I'll show you are all simply summarize for ask you if you'll take a moment and simply summarize for us what the color code is and what this plat purports to |
| 15 | the color code is and what the |
| | US WILCO |
| 16 | represent. The legend is on the right side of the map. |
| 17 | h. The legend 15 |
| 18 | The yellow would |
| 10 | The yellow would MR. NUTTER: Before you go any further, |
| 19 | |
| - 20 | this exhibit is the north man |
| 20 | Kr. Brown, |
| 9 | Yes, sir. |

MR. NUTTER:

Yes, sir.

divided in here, practically?

MR. NUTTER:

The full north half?

So everything has been sub-

A Yes, sir. I've written in the north half of Section 15 down at the bottom righthand corner, but it's kind of obscured by some of the way it copied.

MR. NUTTER: Okay, go ahead.

The yellow would set out the location of the unleased mineral interests that are set out on Exhibit

Two and the red would set out the location of the interests set out on Exhibit Three, the unleased or the leasehold interests that we do not have control of.

Q. Anything that is not colored in pink or yellow is now currently under lease to Adams Exploration Company?

A. It's either under lease to Adams Exploration Company or as of the date of the filing of our application the party that owned the lease on an uncolored tract had already indicated that he or it wanted to join in the drilling of the well.

- Q This is in the town of Malaga, is it?
- A. Yes.
- Q. Is that an incorporated community?
- A. No.
 - Q Is it still in existence?
- Mell, there's some --- there are a few structures out there. If you'll look, you can see Highway 285. It kind of cuts through the northeast quarter and then

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northeast quarter, and that's where the development of the There's a couple of stores. There's a gin town has been. out there. And I'm speaking of west of the highway. are also some structures east of the highway but we haven't been too concerned with them because our location is going to be west of the highway.

- Where is that location to be?
- Well, it's 1980 from the east line of the section and 990 from the south line of the north half of Section 15.
 - All right.
- We're going to -- we've got some title problems, so we're going to try and get as close to that legal location as we can, staying legal.
- But it will be at some standard location approximately --
 - Yes.
 - -- in that area?
 - Yes.
- All right. Now, with regards to the individuals and entities listed on Exhibits Number Two and Three, what have you done in order to obtain the consent or notify them of your interest to force pool them?
 - We have written each of these people listed 14

The six of the first many than the first first first The spine of which is not the wind of the spine of the The state and the same state of the same of the same states and the same of th a lease or some way interested that the property by the property - May - Mar Thirty ares 10 Mr. Mininger, Arm from the following to Mileting in 11 Mar Chillennini Anni Politicki force 12 On habituth dans 13 Mit Hymphy Way The with the 112 at 11 the 112 of Shaff Charles Luis General, Sun Finnelly, the profit of the State State of the State 2. Cook, Amery Survey 1 20 140 140 14

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since we started putting this unit together and this Block 86 was originally used as a port — or designated for a Port of Entry, and we have gotten — well, it's — the thing is pending right now before the, let's see, the property control agency. I discussed this with Ray Graham this morning, but I believe what they're going to do is go ahead and put the block up for lease, but we've had numerous — I have not had discussions myself but a broker that's been working for me has had numerous discussions with Harold Barnes and Ray Graham on how to get this block in a position to get a lease on it or to offer it for lease, and there have been some questions about which state agency has jurisdiction over it and I think those questions are about to be answered and we hope to have the thing offered for lease in September or October.

All right. Please continue with those individuals or entities that have not yet joined in the drilling of this well.

A. Julia Weiss, Warren Samuels, Estate of J.

R. Ogden, Ed Dunagan Insurance, New Mexico Osage Royalty, and
the Right Reverend Anthony J. Schaler.

MR. NUTTER: Now, those parties are parties on Exhibit Two who have not leased or agreed to join?

A. Yes, sir.

MR. NUTTER: Now you skipped a few.

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| | | They have they have, since we prepare | d |
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| | A. | oither leased to us or | |
| +h1g | exhibit, | those people have either leased to us or | |
| CITAL | | in the drilling of the well. | |
| | ed to joi | 1 In the war and the same of t | h |

If you'll turn to page five now of Exhibit Number Two and indicate for us the status of the Malaga Land and Improvement Company.

Malaga Land and Improvement Company was a corporation that was responsible for the filing of the plat of the town of Malaga and for the sale of the individual lots in the town of Malaga.

The corporation was dissolved in 1911 and we have no -- there was no conveyance out of the Malaga Land and Improvement Company to the shareholders of the corporation.

We have gotten some records from the office of the Secretary of State of New Mexico reflecting this dissolution and I'm making attempts right now to track down some of these shareholders and see if we can make a trade with -- make a trade with them on, you know, whatever interest they might have in the north half of 15.

But basically --

To the best of your knowledge, since 1911 there is nothing of record in Eddy County, New Mexico, or with the Corporation Commission of the State of New Mexico and Secretary of State to indicate that the record title

ownership to this particular tract is held by anyone other than the Malaga Land and Improvement Company?

A That is correct.

MR. NUTTER: Now which is that land that Malaga Land and Improvement Company is owner of?

A. Over on the west side of the section, that west strip, that yellow strip goes all the way down the west -- west side, and then the strip south of the town of Malaga, or south of that portion of the town of Malaga in the northwest quarter of Section 15.

MR. NUTTER: You mean this little yellow line running across it?

A. Yes, sir. Yes, sir.

MR. NUTTER: That looks like probably an old street or something in there.

laid out the town, or that portion of the town in Section 15, using a metes and bounds description with, you know, specific distances and then the section was re-surveyed and showed more -- the whole township was re-surveyed and the re-survey showed that Section 15 actually had about six additional acres, making a 640-acre section. So that would -- that creates the little strip along the south side of the north -- that portion of the town of Malaga in the northwest quarter of Section 15. And then this strip

along the west side of the town of Malaga just was never conveyed out, and we think that it was left in there for probably, for an irrigation canal, because that was the whole theory behind this land promotion, anyway, to — people would buy a small town lot and they would also get a 5-acre farm tract some place in the area with the idea of water being plentiful and everybody having access to that water.

So that's what we think happened with this strip along the west side of the town of Malaga.

MR. NUTTER: What size are these lots,
Mr. Brown? Now over here in the northwest quarter they've
been divided up into equal size lots, approximately, and
how many acres in each of those?

A. Well, if you don't have a corner lot, you're looking at a lot of about a little over 2-10ths of an acre, and it's our opinion that under New Mexico law each of these lots would go to the center of the adjoining easements, so that would make your corner lots larger than the lots in the interior of a block.

I think the largest lot is about 35/100ths of an acre. Now you've got some strange -- strangely shaped lots over around these rights of this -- like this railroad right-of-way, but they're just a few of those. Most of the by and large the largest lot would be about 35/100ths of an

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acre.

MR. NUTTER: Then over here on Peach Street and Olive Street and Fourth, Fifth, and Sixth, those are much smaller lots, aren't they?

About 11/100ths of an acre; most of those are about 11/100ths of an acre, except of course, where you're on the corner and you pick up part of the -- part of the street.

MR. NUTTER: Well now, that was going to be what I was going to ask you, if these streets were public thoroughfares or if they were -- they are owned by the lots, then, adjoining them?

Yes, sir.

MR. NUTTER: How about your highway rightof-way there and the railroad right-of-way?

Well, the railroad, down to the middle of the north half of 15, from the north line of the section down to the middle, that's owned in fee by the railroad and we have a -- we have a lease from the Phillips Petroleum Company, who we have a farmout from, has a lease on the north half of -- or on that portion of the railroad right-ofway, and then from that point on it's a right-of-way only.

MR. NUTTER: I see and the minerals belong to the adjoining lots?

Yes, sir.

MR. NUTTER: And how about the highway right-of-way?

MR. NUTTER: So the minerals belong to the adjoining lots there?

Yes sir.

MR. NUTTER: Okay. So the only public

land that you've got is this land that the State's Office of Property Control has.

MR NUTTER: This old site for a Port of Entry?

A. Yes, sir.

MR. NUTTER: Now, off the record.

(There followed a discussion

off the record.)

MR. NUTTER: Okay, back on the record.

Mr. Brown, in the case where pooling action is sought and involved unleased State lands, such as we have regarding Block 86, would Adams Exploration, I believe that's the applicant here, Adams Exploration have objection to any order pooling the lands providing that that person who obtains the lease if it were put up for lease after the order was entered, would be a working interest owner in the well and have the opportunity to join in the

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drilling of the well and pay his proportionate share of costs of the well without penalty, so long as he did so within thirty days after obtaining the lease?

No, sir, basically we wouldn't have any objection to that kind of an order. We would like to express our hope that there would be some sort of time limit on that; that is of say a lease, as long as the lease was granted before December 2nd, 1979, that -- that, you know, that any person that got that lease would be able to, despite the fact that this tract was force pooled, any person that got that lease would be able to just pay his pro rate share of the cost of the well.

Within thirty days after ob-MR. NUTTER: taining the lease.

These exhibits -- were you through with your direct?

MR. KELLAHIN: No, we're still working on

MR. NUTTER: Okay, go ahead.

(Mr. Kellahin continuing.) Let me refer you to Exhibit Three, now, and have you indicate to me any persons or entities that have not agreed to join or participate in the well.

All of the working interest owners, leasehold owners, listed on this Exhibit have agreed to join in

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В

the drilling of the well. So we're not concerned with any of them any more.

Now if you'll refer to Exhibits Four and Five and explain what those are.

Kellahin sent out after the filing of our application and Exhibit Five are his return -- let's see, they're the receipts that you obtained on each one of those -- and the return receipts, on those letters to the unleased -- or to the parties that we thought at that particular time were not going to join in the drilling of the well.

Q. Would you refer to Exhibit Number Seven and identify that for us?

A Exhibit Number Seven is the proposed operating agreement that we're going to be circulating to all of the people that will be participating in the drilling of the well.

Adams Exploration Company desires to be designated the operator of this proration unit?

Yes.

And parties have signed this operating agreement that are participating in this well?

A. Well, we haven't actually -- we've advised all of the parties of the terms of the operating -- the essential terms of the operating agreement, those being the

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location of the well, the non-consent penalties, the --

- What is that non-consent penalty?
- A. 300 percent under Article VI-B, 2-b, and 100 percent under that sub-part A.
- And with regards to the fixed rate based overhead charges on the COPAS instructions, what are your drilling well rate and your producing well rates?
- \$3000 per month drilling well rate and \$300 per month operating well rate.

We haven't circulated this operating agreement because we are just now getting together all of our -- our figures on just exactly what everybody's interest is in the thing.

- This will be the operating agreement, though?
 - But nobody ---
 - It will be circulated?
- Yeah, but people that -- nobody has objected to the basic terms of the operating agreement.

MR. KELLAHIN: That concludes my examination, Mr. Nutter.

CROSS EXAMINATION

BY MR. NUTTER:

And everybody on Exhibit Number Three has

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now joined in the drilling of the well?

A. Yes, sir, they've either -- they've either joined in or they've farmed out to somebody who has joined in.

Q Okay.

MR. NUTTER: Are there any further questions of Mr. Brown? He may be excused.

J. T. BERRY

being called as a witness and having been duly sworn upon his oath, testified as follows, to-wit:

DIRECT EXAMINATION

BY MR. KELLAHIN:

Would you please state your name, by whom you're employed, and in what capacity?

A. My name is John T. Berry and I'm employed by Adams Exploration Company as a petroleum engineer and Operations Manager.

Mr. Berry, have you previously testified before the New Mexico Oil Conservation Division?

A. Yes, sir, I have.

And have your qualifications as an expert petroleum engineer been accepted and made a matter of record?

A Yes, sir, they have.

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MR. KELLAHIN: We tender Mr. Berry as an expert petroleum engineer.

MR. NUTTER: Mr. Berry is qualified.

Mr. Berry, are you familiar with the proration unit upon which Adams Exploration Company desires to drill this Morrow test?

A. Yes, I am.

Q In studying the engineering evidence available for this particular area, have you prepared a proposed AFE with regards to the expenditure of monies for this proposed well?

A. Yes, sir, I have. It's identified as Exhibit Eight.

Q Would you go through Exhibit Number Eight and summarize what the cost of this proposed well is going to be?

A. Well, we have estimated that the total cost of the well to the casing point will be \$1,159,000.

And from that point to completion, total well costs of \$1,385,500.

Q. What are the principal zones of interest in this well?

A. The principal zones in this particular well would be the Atoka and the Morrow zones, and you'll never know what quality Atoka you might encounter until you

SALLY WALTON BOYD
CERTIFIED SHORTHAND REPORTER
LOLD PLANE BEACA (605) 471-2462
1010 PLANE BEACA (605) 471-2462
Santa Fo. New Mexico 87501

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completion.

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State No. 1 in Section 11 was at one time a Morrow completion It's now completed in the Atoka.

On In your opinion, Mr. Berry, will the proposed costs of drilling this well as set forth in Exhibit

A, be the cost that's comparable to other Morrow tests in the area?

- A. Yes sir, very comparable.
- Q Mr. Brown testified that the proposed overhead charge to be assessed against all parties is \$300 after drilling and \$3000 per month while drilling the well.
 - A. That's correct.
- Q In your opinion, Mr. Berry, are those fair and reasonable charges?
 - A. They are fair and reasonable.
- Q. And Adams Exploration Company would be the operator of this well?
 - A. That's correct.
 - Q Was Exhibit Number Eight prepared by you?
 - A. Yes, sir, it was.
- Q In your opinion, Mr. Berry, will approval of this application be in the best interests of conservation, the prevention of waste, and the protection of correlative rights?
 - A. It certainly will.

MR. KELLAHIN: If the Examiner please, we

move the introduction of Exhibits One through Eight.

MR. NUTTER: Applicant's Exhibits One

through Eight will be admitted in evidence. MR. KELLAHIN: That concludes our examin-

ation.

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CROSS EXAMINATION

BY MR. NUTTER:

Mr. Berry, you mentioned the dry hole down here in Section 16 but you didn't mention the producing well in the north half.

What's the status of that well?

It is a producing well. I'm sorry, it A. has not been identified, but it is a producing Morrow well. And the well in Section 11, you said no Q.

longer is a Morrow well? It was recompleted in the Atoka, sir.

How did it do in the Morrow? Q.

To the best of my memory, it produced A. about a billion cubic feet of gas.

How about the well to the northwest in Q. Section 9? How has that well been in the Morrow?

It's a mediocre Morrow well, sir.

It potentialed for 3-1/2 million, according to Exhibit Number One.

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Yes, sir, but it didn't perform to that capacity at all. I see. Is it still producing? Yes, sir, it is still producing. You don't have any idea of the cumulative production? I don't have that figure with me, sir. And then the well immediately south in Section 15. The south half of 15, yes, sir. It says here that well potentialed for How has it done?

9.8 million. It has a cumulative of approximately 700million. At what rate is it produced a day? I believe that's in the order of 200,000 a day, sir. The Atoka unit, pardon me, the Atoka well to the south in Section 22, that well potentialed for 34.9 million in the Atoka and it has now a cumulative of 1.6-billion through the first of this year. It's producing at a very small rate now and it had a 84 percent decline rate.

I see. So it would indicate it's producing from a small Atoka reservoir, probably.

| N BOYD | ERTIFIED SHORT JAND REPORTER | 20 Plaza Blanca (606) 471-3462 | TALES |
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Now the location that you're proposing is

I believe it was 1980 feet from the east line and 990 feet

from the south line of this proration unit.

A Yes, sir, that is true.

Q Which would put it just about where the word "of" on Exhibit One in the phrase "City of Malaga".

A Yes, sir, that is true.

MR. NUTTER: Are there any further questions of Mr. Berry? He may be excused.

Do you have anything further, Mr. Kellahin?
MR. KELLAHIN: No, sir.

MR. NUTTER: Does anyone have anything they wish to offer in Case Number 6622?

We'll take the case under advisement.

(Hearing concluded.)

REPORTER'S CERTIFICATE

I, SALLY W. BOYD, a court reporter, DO HEREBY
CERTIFY that the foregoing and attached Transcript of
Hearing before the Oil Conservation Division was reported
by me; that the said transcript is a full, true, and correct
record of the said hearing, prepared by me to the best of
my ability, from my notes taken at the time of the hearing.

Sally W. Boyd, C.S.R.

I do hereby certify that the foregoing is a complete record of the proceedings in the Examiner hearing of Case No. 6622. heard by me on 19.79.

Division Division

SALLY WALTON BOYD CERTIFIED SHORTHAND REPORTER 8029 Plazz Blanca (645) 471-246:

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STATE OF NEW MEXICO ENERGY AND MINERALS DEPARTMENT Oil Conservation Division State Land Office Building Santa Fe, New Mexico 8 August 1979 EXAMINER HEARING IN THE MATTER OF: Application of Adams Exploration CASE Company for compulsory pooling, 6622 Eddy County, New Mexico. BEFORE: Richard L. Stamets TRANSCRIPT OF HEARING APPEARANCES

For the Oil Conservation Division:

Ernest L. Padilla, Esq. Legal Counsel for the Division State Land Office Bldg. Santa Fe, New Mexico 87503

11

MR. STAMETS: We'll call next Case 6622.

MR. PADILLA: Application of Adams Exploration Company for compulsory pooling, Eddy County, New Mexico.

MR. STAMETS: Applicant has requested and the Examiner will approve continuance of this case to the Examiner Hearing on August 22, 1979.

(Hearing concluded.)

MALLY WALTON BOY!
SETTIFED SHORTHAND REPORTE
SEPTIFE Blunca (665) 471-24
Sents F. No. Model. 171-24

REPORTER'S CERTIFICATE

I, SALLY W. BOYD, a court reporter, DO HEREBY CERTIFY that the foregoing and attached Transcript of Hearing before the Oil Conservation Division was reported by me; that the said transcript is a full, true, and correct record of the hearing, prepared by me to the best of my ability, knowledge, and skill, from my notes taken at the time of the hearing.

Sally W. Boyd, C.S.R.

I do hereby certify that the foregoing Is a complete reserve of the proceedings in the Examiner hearing of Case No. 6622 Cambo Examiner

Oil Conservation Division

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STATE OF NEW MEXICO
ENERGY AND MINERALS DEPARTMENT
Oil Conservation Division
State Land Office Building
Santa Fe, New Mexico
8 August 1979

EXAMINER HEARING

IN THE MATTER OF:

Application of Adams Exploration Company for compulsory pooling, Eddy County, New Mexico. CASE 6622

BEFORE: Richard L. Stamets

TRANSCRIPT OF HEARING

APPEARANCES

For the Oil Conservation Division:

Ernest L. Padilla, Esq. Legal Counsel for the Division State Land Office Bldg. Santa Fe, New Mexico 87503

SALLY WALTON BOYD
CERTIFED SHORTHAND REPORTER
10.20 Plaza Blance (10.6), 471-5462
Senta Fo. New Moxico 51761

MR. STAMETS: We'll call next Case 6622.

MR. PADILLA: Application of Adams Explor-

ation Company for compulsory pooling, Eddy County, New Mexico.

MR. STAMETS: Applicant has requested and the Examiner will approve continuance of this case to the Examiner Hearing on August 22, 1979.

(Hearing concluded.)

SALLY WALTON BOY!
ENTERED SHORTHAND REPORTS
318 FLANCE (\$45) AT1-24
SERIE F., Now Marked, 5115

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REPORTER'S CERTIFICATE

I, SALLY W. BOYD, a court reporter, DO HEREBY
CERTIFY that the foregoing and attached Transcript of
Hearing before the Oil Conservation Division was reported
by me; that the said transcript is a full, true, and correct
record of the hearing, prepared by me to the best of my
ability, knowledge, and skill, from my notes taken at the
time of the hearing.

Sally W. Boyd, C.S.R.

Oil Conservation Division

SALLY WALTON BOY ERTIFIED SHORTHAND REPORT

Docket No. 32-79

Dockets Nos. 35-79 and 36-79 are tentutively set for September 5 and 19, 1979. Applications for hearing must be filed at least 22 days in advance of hearing date.

DOCKET: EXAMINER HEARING - WEDNESDAY - AUGUST 22, 1979

9 A.M. - OIL CONSERVATION DIVISION CONFERENCE ROOM, STATE LAND OFFICE EVILDING, SANTA FE, NEW MEXICO

The following cases will be heard before Daniel S. Mutter, Examiner, or Richard L. Stamets, Alternate Examiner:

CASE 6545: (Continued from July 25, 1979, Examiner Hearing)

In the matter of the hearing called by the Oil Conservation Division on its own motion to permit Corinne Grace, Travelers Indemnity Company, and all other interested parties to appear and show cause why the Kuklah Baby Well No. 1 located in Unit G of Section 24, Township 22 South, Range 26 East, Eddy County, New Mexico, should not be plugged and abandoned in accordance with a Division-approved plugging program.

- CASE 6626: Application of T. H. McElvain Oil & Gas Properties for pool commingling, Rio Arriba County, New Mexico. Applicant, in the above-styled cause, seeks approval for the commingling of Gallup and Dakota production in its Miller B Well No. 6 located in Unit G of Section 12, Township 24 North, Range 7 West.
- CASE 6627: Application of Caribou Four Corners, Inc. for compulsory pooling, San Juan County, New Mexico. Applicant, in the above-styled cause, seeks an order pooling all mineral interests in the Gallup formation underlying a previously approved 64.32-acre non-standard unit comprising the NW/4 NW/4 and that portion of Lot 5 lying north of the San Juan River, all in Section 18, Township 29 North, Range 14 West, Cha Cha-Gallup Oil Pool, to be dedicated to a well to be drilled at a standard location thereon. Also to be considered will be the cost of drilling and completing said well and the allocation of the cost thereof as well as actual operating costs and charges for supervision. Also to be considered will be the designation of applicant as operator of the well and a charge for risk involved in drilling said well.
- CASE 6628: Application of Texaco Inc. for downhole commingling, Lea County, New Mexico. Applicant, in the above-styled cause, seeks approval for the downhole commingling of Skaggs-Glorieta, Skaggs-Drinkard and East Weir-Blinebry production in the wellbore of its M. B. Weir "B" Well No. 9 located in Unit O of Section 12, Township 20 South, Range 37 East.
- CASE 6629: Application of Hilliard Oil & Gas, Inc. for directional drilling, Lea County, New Mexico.

 Applicant, in the above-styled cause, seeks authority to directionally drill its Hanson Bonds Well
 No. 1 located 1650 feet from the North line and 330 feet from the East line of Section 20, Township
 9 South, Range 35 East, to a Devonian bottom hole location within 100 feet of a point 1325 feet
 from the North line and 430 feet from the East line of said Section 20.
- CASE 6630: Application of El Paso Natural Gas Company for downhole commingling, Rio Arriba County, New Mexico.

 Applicant, in the above-styled cause, seeks approval for the downhole commingling of Basin-Dakota and BS Mesa-Gallup production in the wellbore of its San Juan 27-4 Unit Well No. 37 located in Unit N of Section 33, Township 27 North, Range 4 West.
- CASE 6631: Application of Reserve 011, Inc. for downhole commingling, Lea County, New Mexico. Applicant, in the above-styled cause, seeks approval for the downhole commingling of Jalmat gas and Langlie Mattix 011 production in the wellbore of its Cooper Jai Unit Well No. 149-306 located in Unit J of Section 18, Township 24 South, Range 37 East.
- CASE 6632: Application of Mesa Petroleum Company for a dual completion, Eddy County, New Mexico.

 Applicant, in the above-styled cause, seeks approval for the dual completion of its Frank State Well

 No. 1 located in Unit 1 of Section 7, Township 19 South, Range 23 East, to produce gas from the Abo
 and Morrow formations, Runyan Ranch Field, through the casing-tubing annulus and through tubing.
- CASE 6633: Application of Mesa Petroleum Company for a dual completion, Eddy County, New Mexico.

 Applicant, in the above-styled cause, seeks approval for the dual completion of its Yates Pederal Com Well No. 1-Y located in Unit J of Section 20, Township 17 South, Range 27 East, to produce gas from the Logan Draw-Cisco Canyon Gas Pool and an undesignated Morrow pool through the casing-tubing annulus and through tubing.
- CASE 6634: Application of Durham Inc. for special pool rules or a spacing exception, Chaves County, New Mexico.

 Applicant, in the above-styled cause, seeks the promulgation of special pool rules for the take

 Arthur-Pennsylvanian Gas Pool to provide for 320-acre spacing rather than 160 acres. In the absence
 of objection, this pool will be placed on the standard 320-acre spacing for Pennsylvanian gas pools
 rather than the present 160-acre spacing. In the alternative applicant seeks to limit the application of the pool's rules to the horizontal limits of the pool, being the SW/4 of Section 31, Township
 15 South, Range 27 East.

- CASE 6635: Application of Exxon Corporation for an unorthodox well location and simultaneous dedication, Lea County, New Mexico. Applicant, in the above-styled cause, seeks approval for the simultaneous dedication of the W/2 of Section 31, Township 20 South, Range 37 East, Eumont Pool, to its Aggies State Well No. 4 located in Unit F, and to its Well No. 13, at an unorthodox location 660 feet from the South line and 1650 feet from the West line, both in said Section 31.
- CASE 6636: Application of Exxon Corporation for an unorthodox well location and simultaneous dedication, Lea County, New Mexico. Applicant, in the above-styled cause, seeks approval for the simultaneous dedication of all of Section 23, Township 21 South, Range 36 East, Eumont Pool, to its New Mexico "G" State Well No. 5 located in Unit E, and to its Well No. 20, at an unorthodox location in Unit M, both in said Section 23.
- CASE 6637: Application of Exxon Corporation for an unorthodox well location and simultaneous dedication, Lea County, New Mexico. Applicant, in the above-styled cause, seeks approval for the simultaneous dedication of the E/2 of Section 10, Township 21 South, Range 36 East, Eumont Pool, to its Knox Well No. 1 located in Unit J, and to its Well No. 13, at an unorthodox location 1650 feet from the North line and 990 feet from the East line, both in said Section 10.
- CASE 6638: Application of Ladd Petroleum Corporation for downhole commingling, Rio Arriba County, New Mexico.

 Applicant, in the above-styled cause, seeks approval for the downhole commingling of Largo-Gallup and Basin-Dakota production in the wellbore of its Lindrith Well No. 24 located in Unit F of Section 4, Township 26 North, Range 7 West.
- CASE 6610: (Continued from July 25, 1979, Examiner Hearing)

Application of Koch Industries, Inc. for salt water disposal, Lea County, New Mexico. Applicant, in the above-styled cause, seeks authority to dispose of produced salt water in the Rustler formation through the perforated interval from 1190 feet to 1210 feet in its Wills "A" Well No. 7 located in Unit E of Section 35, Township 26 South, Range 37 East, Rhodes Field.

CASE 6579: (Continued from July 25, 1979, Examiner Hearing)

Application of R. N. Hillin for an unorthodox well location and approval of infill drilling, Eddy County, New Mexico. Applicant, in the above-styled cause, seeks a waiver of existing well spacing requirements and a finding that the drilling of a Morrow gas well at an unorthodox location 800 feet from the South line and 2000 feet from the East line of Section 34, Township 19 South, Range 28 East, is necessary to effectively and efficiently drain that portion of the E/2 of said Section 34 which cannot be so drained by the existing well.

CASE 6580: (Continued from July 25, 1979, Examiner Hearing)

Application of Continental Oil Company for a carbon dioxide is action project, Lea County, New Mexico. Applicant, in the above-styled cause, seeks authority to initiate a pilot carbon dioxide injection project in the Grayburg-San Andres formation in Unit: Il and I of Section 20, Township 17 South, Range 32 East, Maljamar Pool, for tertiary recovery purposes.

CASE 6622: (Continued from August 8, 1979, Examiner Hearing)

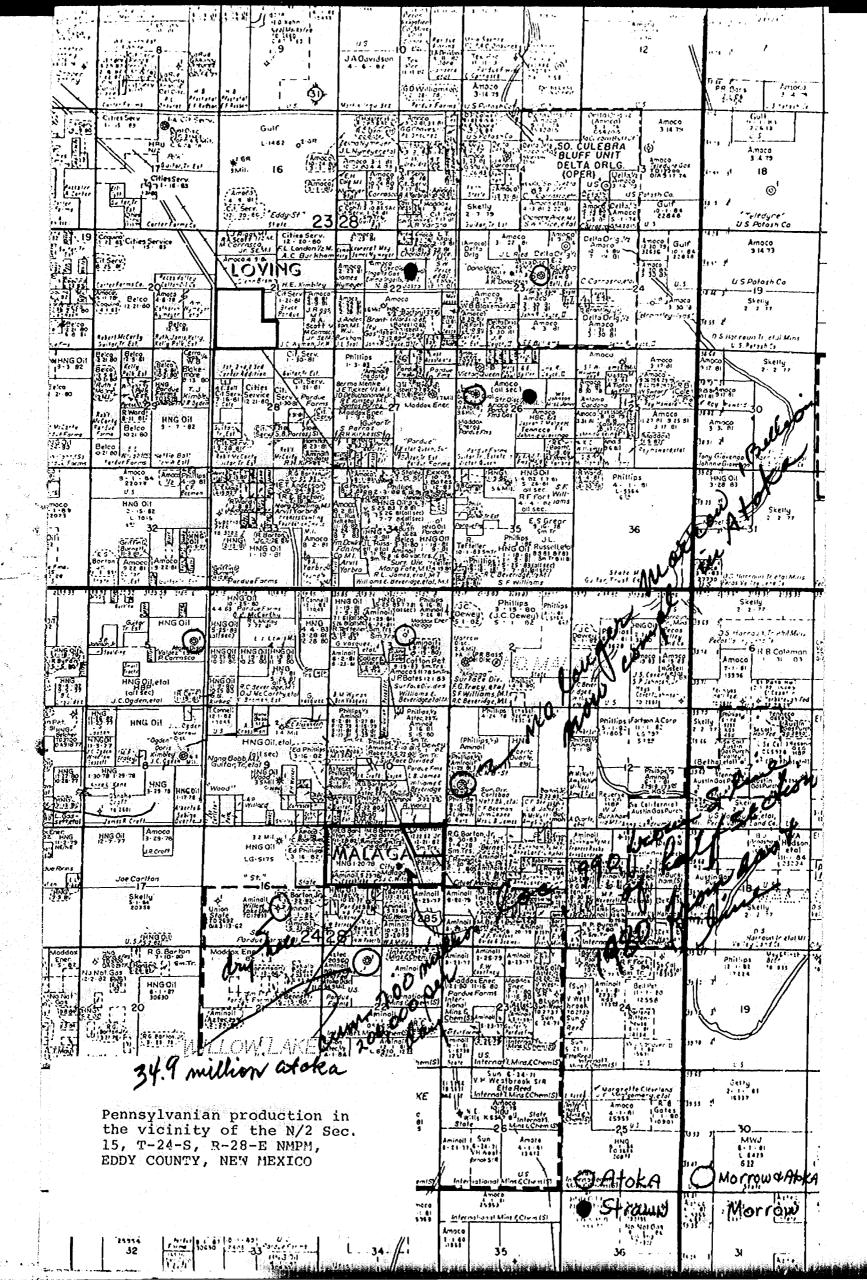
-Application of Adams Exploration Company for compulsory pooling, Eddy County, New Mexico.

Applicant, in the above-styled cause, seeks an order pooling all mineral interests in the WolfcampPenn formations underlying the N/2 of Section 15, Township 24 South, Range 28 East, to be dedicated
to a well to be drilled at a standard location thereon. Also to be considered will be the cost of
drilling and completing said well and the allocation of the cost thereof as well as actual operating
costs and charges for supervision. Also to be considered will be the designation of applicant as
operator of the well and a charge for risk involved in drilling said well.

- CASE 6639: In the matter of the hearing called by the Oil Conservation Division on its own motion for an order creating and extending certain pools in McKinley, Rio Arriba, Sandoval, and San Juan Counties, New Mexico:
 - (a) CREATE a new pool in McKinley County, New Mexico, classified as an oil pool for Mesaverde production and designated as the Star-Mesaverde Oil Pool. The discovery well is WIR Oil Company State Well No. 1 located in Unit D of Section 16, Township 19 North, Range 6 West, NMPM, Said pool would comprise:

TOWNSHIP 19 NORTH, RANGE 6 WEST, NMPM Section 16: NW/4

(b) CREATE a new pool in San Juan County, New Mexico, classified as a gas pool for Farmington production and designated as the Bisti-Farmington Pool. The discovery well is Dome Petroleum Corporation Bankad Pederal Well No. 1 located in Unit P of Section 31, Township 26 North, Range 12 West, NAPM. Said pool would comprise:



Malaga Compulsory Pooling

Oil and Gas leasehold owners in the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO, who have not made acceptable arrangements to farmout their interests or join in the drilling of the proposed Morrow test well. All of the below descriptions that contain Lot and Block numbers or which refer to The Town of Malaga refer to the Second Amended Plat of the Town of Malaga of record in the office of the County Clerk of Eddy County, New Mexico. All acreage figures are more or less and include the particular tract's share of any and all adjoining easements. The percentages set forth below are the participation percentages for each particular owner assuming a proration unit comprised of the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO, containing 323.785 acres, more or less.

Record Owner

Land

Percentage of Unit

J. R. Rowan and wife, Tommie D. Rowan P. O. Box 162 Midland, Texas 79701

R. C. Roberts and wife, Ruth Roberts 100 Oil and Gas Bldg. Midland, Texas 79701 Lots 1 (.293 acs), 2, 3 (.419 acs), 11, 12, 17 (.314 acs), and 20 (.157 acs), Block 4, 1.183 acs altogether

Lot 1, Block 6, .272 acs

Lot 7, Block 6, .298 acs

Lot 13, Block 9, .413 acs

Lots 8-11, Block 13, .419 acs

Lots 16 and 17, Block 13 .335 acs

Lot 29, Block 14, .149 acs

Lots 2,3,4,6,7,8,9,11,12 (.100 acs each), 15,18 (.160 acs each), 16, 17 (.320 acs each), Block 16, 1.860 acs altogether

Lot 14, Block 17, .257 acs

Lot 8, Block 81, .372 acs

Lot 14, Block 96, .207 acs

Lot 12, Block 101, .218 acs

Lot 12, Block 107, .218 acs

W/2 SW/4 NW/4 NW/4

Sec. 15, 5.024 acs

BEFORE EXAMINER NUTTER
OIL CONSERVATION DIVISION
Adams EXHIBIT NO. 3
CASE NO. 6622

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Record Owner

Land

Percentage of Unit

Tract out of NE/4 NE/4
NE/4 Sec. 15, approximately
181'x179', containing
.744 acs described as follows:
COMMENCING at a point 470'
S of NE corner of Sec. 15,
then 240' E to the place of
beginning;
THENCE N 181';
THENCE W 179';
THENCE S 181';
THENCE E 179' to the point
of beginning.

Tract out of W/2 Tract 1 in NE/4 Sec. 15, being all of the W/2 Tract 1 less the 179'x181' tract described above and the E/151' of the N/135' of the W/2 Tract 1, .904 acs

4.315 acs out of the NE/4
NE/4 Sec. 15, being Tract 2
in Malaga described as follows:
COMMENCING at the NE corner of
Sec. 15
THENCE S 40'
THENCE W 412' to the point of
beginning;
THENCE S 430';
THENCE W 400';
THENCE N 430';
THENCE E 400' to the point of
beginning (owned in fee by Rowan,
Roberts et al)

| Total acres | 17.188 | Total percentage 5.30846% | | |
|----------------------|-----------|--------------------------------|---------|--|
| Net acres of | | Net percentage of Rowan and | 3.6553% | |
| Rowan and Roberts | 11.835333 | Roberts | | |

Record Owner

Land

Percentage of Unit

Roy G. Barton, Jr. P. O. Box 978 Hobbs, NM 88240

Und. 1/2 int. in Lot 13, Block 11, .298 acs (.149 net acs)

Lot 19, Block 12, .120 acs

Und. 1/2 int. in Lot 21, Block 15, .109 acs (.0545 net acs)

Lot 9, Block 23, .207 ac

Und. 1/2 int. in Lot 13, Block 27, .172 acs (owned in fee, .086 net acs)

Lot 12, Block 28, .207 acs

Lot 9, Block 38, .207 acs (owned in fee)

Lots 3 and 5, Block 57,

Lot 3, Block 65, .218 acs

Lots 10 (und. 1/2 int.) and 11, Block 76, .344 acs (.258 net acs)

Lot 13, Block 78, .207 acs

Lot 2, Block 83, .218 acs

All of Block 87, 4.077 acs

Lot 7, Block 88, 1.102 acs

Lot 15, Block 98, .207 acs

Lot 11, Block 103, .218 acs

Lot 3, Block 105, .207 acs

Lot 11, Block 107, .218 acs

W/2 NW/4 NW/4 NW/4 Sec. 15, 5.024 acs

Total acres of Roy G. Barton, Jr. 13.3975

Record Owner

Land

Percentage of Unit

Roy G. Barton P. O. Box 978 Hobbs, NM 88240 Lot 17, Block 17, .321 acs

Lot 11, Block 20, .172 acs

Lot 7, Block 23, .372 acs

Lot 6, Block 30, .207 acs

Lot 10, Block 57, .172 acs

Lot 7, Block 61, .372 acs

Lot 14, Block 65, .393 acs

Lot 15, Block 97, .201 acs

Total acres of Roy G. Barton

2.21

Total percentage .68255%

Record Owner

Land

Percentage of Unit

Aminoil USA, Inc. 600 Western United Life Bldg. Midland, Texas 79701 Attn: Bill Johnson

Lot 5, Block 16, .100 acs

70.28% int. in Lot 5, Block 67, .207 acs (.145 net acs)

70.28% int. in Tract 3, Town of Malaga, 7.689 acs (5.405 net acs)

Totals 5.65 net acs

1.744988

Southland Royalty Company 1100 Wall Towers West 11dland, Texas 79701 Auth: Bob Konecny, Landman 29.72% int. in Lot 5, Block 67, .207 acs (.062 net acs)

29.72% int. in Tract 3, Town of Malaga, 7.689 acs (2.284 net acs)

Totals 2.491 net acs

.76933%

| | Land | Percentage of Unit |
|---|--|--------------------|
| Record Owner John P. Bates | Und. 1/2 int. in Lot 15, Block 14, .109 acs, (.0545 net acs) | .01683% |
| Mr. S. G. Merritt P. O. Box 2524 Midland, Texas 79701 | Und. 1/2 int. in Lot 15, Block 14, .109 acs (.0545 net acs) | .01683% |
| Robert B. Coleman 410 W. Ohio, Suite 206 Midland, Texas 79701 | Lot 4, Block 32, .218 acs Lot 14, Block 105, | .06734% |
| M. Brad Bennett P. O. Box 2062 Midland, Texas 79702 | .218 acs Lot 1, Block 59, .372 acs | .30884% |
| | D TOTALS 36.500833 net acs | 11.27316% |

KELLAHIN and KELLAHIN

Atterneys at Law

500 Don Gaspar Avenue
Post Office Box 1769

Santa Fe, New Mexico 87501

Jason Kellahin W. Thomas Kellahin Karen Aubrey

Telephone 982-4285 Area Code 505

August 14, 1979

Re: Adams Exploration Company

Dear Mineral Interest Owner:

Our firm represents Adams Exploration Company. Their records reflect that you may have an interest in oil and gas minerals underlying the N/2 of Section 15, Township 24 South, Range 28 East, NMPM, Eddy County, New Mexico.

Please be advised that, in accordance with Section 70-2-17 N.M.S.A. (1978 Comp.) the New Mexico Oil Conservation Division will hold a public hearing in Case No. 6622, as set forth on the enclosed docket, upon Adams Exploration Company's application to compulsory pool your interest underlying this tract in order that they may commence the drilling of a well dedicated to the N/2 of said section.

Very truly yours,

W. Thomas Kellahin

certified mail encl. WTK:mf

BEFORE EXAMINER NUTTER
OIL CONSERVATION DIVISION

Adams EXHIBIT NO. 4

CASE NO. 6622

Malaga Compulsory Pooling

Unleased mineral owners in the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO who have not leased their interests or made other arrangements to join in the drilling of the proposed Morrow well. All of the below descriptions that contain Lot and Block numbers or which refer to the Town of Malaga refer to the Second Amended Plat of the Town of Malaga of record in the office of the County Clerk of Eddy County, New Mexico. All the acreage figures are more or less and include the particular tract's share of any and all adjoining easements.

The percentages set forth below are the participation percentages for each particular owner assuming a proration unit comprised of the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO, containing 323.785 acres, more or less.

| Record Owner | Land | Percentage of Unit |
|--|--|--------------------|
| Heirs or Devisees of Jose Morales, Deceased c/o Eloisa Morales 993 Warden Ave. San Leandro, CA 94577 | Lots 4 and 5, Block 4, .209 acs | .064548 |
| Louis Carnero 608 Presidio Carlsbad, NM 88220 | Lot 10, Block 4, .229 acs | 1070722 V |
| Joe F. Franco et ux Lorena Rt. 1, Box 139 B Carlsbad, NM 88220 | Lot 13, Block 4, .105 acs | .03242% N |
| Norman Gerlach 11480 SW Walnut St. Tigard, OR 97223 | Lot 16, Block 4, .105 acs | .03242% |
| American Electric Company P. O. Box 878 St. Joseph, MO 64502 | E/100' of Lots 14 and 15, Block 6, .164 acs | .05065% |
| Spear Brothers Sheep & Cattle Co. | Lot 21, Block 8, .298 acs Und. 1/2 int. in Lot 13, | .09203% .04601% |
| 603 Seco Hobbs, NM 88240 | Block 11, .298 acs (.149 net acs) Und. 1/2 int. in Lot 21, Block 15, | .01683% |
| | .109 acs (.0545 net acs) Und. 1/2 int. in Lot 10, Block 76, .172 acs (.086 net acs) | .02656% |
| Charlotte E. Cook C/o L. L. Cook | Und. 1/2 int. in Lot 1, Block 18, | .03968% |

BEFORE EXAMINER NUTTER
OIL CONSERVATION DIVISION

Algus EXHIBIT NO. 2

CASE NO. 6622

.257 acs (.1285 net acs)

| | Land | Percentage of Unit |
|--|---|--------------------|
| Record Owner | | .11489% |
| Nancy Galloway 404 Glendale | Lot 1, Block 20, .372 acs | |
| Carlsbad, NM 88220 | | 114009 |
| Hayward Filter Co. | Lot 8, Block 28, .372 acs | .11489% |
| 41 Treasure Isle Laguna Beach, CA 92651 | | .06393% |
| Paul V. Stratton General Delivery | Lot 10, Block 28, .207 acs | |
| Walton, KS 67151 | Und. 1/2 int. in Lot 2, | .03196% |
| Roxie Williams Loving, NM 88256 | Block 36 .207 acs | |
| | | |
| | Und. 1/2 int. in Lot 2, | .03196% |
| Stephén Frank Williams Malaga, NM 88263 | Block 36, .207 acs (.1035 net acs) | |
| | Lot 4, Block 60, | .06393% |
| Cora Enderude 219 N. Osage | .207 acs | |
| Caldwell, KS 67022 | | .06393% |
| Candelario Carrasco | Lot 9, Block 63, | |
| P. O. Box 93 Loving, NM 88256 | .207 400 | |
| Loving, MM | Lot 2, Block 65, | .06732% |
| Estate of Tomas Ruiz, Deceased | .218 acs | |
| c/o Buford L. Norrid P. O. Drawer 370 Carlsbad, NM 88220 | | |
| A Control of the Cont | Lot 6, Block 69, (.218 ac | .10284% |
| Charles L. Tubbs et ux Mollie P. O. Box 1542 | Lot 13, Block 15 (.115 acs) .333 acs altogether | |
| Roswell, NM 88201 | | .12106% |
| Jane Reese | Lot 7, Block 69, | |
| 265 E. Key Blvd. Midwest City, OK 73110 | | |
| | Und. 1/2 int. in Lot 7, | .03196% |
| Ronald O. Logsdon, M.D. Ronald O. Logsdon, Jr. 2517 Tamarick Dr. | Block 77, .207 acs (.1035 net ac | cs) |
| Santa Rosa, CA 95405 | er e | .03196% |
| Ora L. Weiss | Und. 1/2 int. in Lot 7, Block 77, | |
| 2517 Tamarick Dr. Santa Rosa, CA 95405 | .207 acs (.1035 net a | |

| Record Owner | Land | Percentage of Unit |
|---|---|--------------------|
| Heirs or devisees of Walter Powers, Deceased c/o Christine L. Murphy Davis, Graham & Stubbs 2600 Colorado National Bldg. Denver, Colorado 80202 | Und. 1/4 int. in Lot 2, Block 80, .207 acs (.05175 net acs) | .01598% |
| Heirs or devisees of John Powers, Deceased c/o Dr. George H. Powers 4411 Palo Verza Dr. Phoenix, Arizona 85018 | Und. 1/4 int. in Lot 2, Block 80, .207 acs (.05175 net acs) | .01598% |
| Heirs or devisees of Victor Powers, Deceased c/o Dorothy Powers Montgomery 631 Hubbard Ave. Santa Clara, CA 95051 | Block 80, | .01598% |
| Michelle G. Davis 2406 Janet St. Kissimmee, Florida 32741 | Lot 13, Block 81, .207 acs | .06393% |
| State of New Mexico c/o Office of the Director of Property Control Room 106 Bataan Memorial Bldg. Santa Fe, NM 87503 Attn: Harold Barnes | Block 86, 4.077 acs | 1.25916% |
| Julia E. Weiss c/o Helen H. Weiss Lake Valhalla 2-26 Macleary Montville, New Jersey 07045 | Lot 11, Block 95, .172 acs | .05312% |
| Florence D. Samuels 1200 Humboldt Denver, CO 88218 | Lot 7, Block 102, .218 acs | .06732% |
| Estate of A. R. Ogden, Deceased c/o O. Ogden Rt. 2, Box 275 Aurora, OR 97002 | Lot 13, Block 106, .207 acs | .06393% |

Record Owner Land Percentage of Unit Lyle B. Butz II et ux Lot 12, Block 33, .05312% Jessie Pearl .172 acs 814 W. 8th Los Angeles, CA 90017 Lot 9, Block 102, Ed Dunagan Insurance .06732% 212 N. Stevens .218 acs Carlsbad, NM 88220 New Mexico Osage Royalty Und. 3/8 int. in Lot 13, .00664% Block 27, .172 acs (.0215 net acs) P. O. Box 157 Roswell, NM 88201

The Right Reverand Anthony
J. Schaler, S. J. Roman
Catholic Bishop
c/o Catholic Church
Malaga, NM 88263

BEGINNING at a point 260' .12384%

W of the NE corner Sec. 15;

THENCE S 175' for the SE
corner of this tract;

THENCE W 100' for the SW
corner of this tract;

THENCE N 175' to the N line
of Sec. 15 for the NW
corner of this tract;

THENCE E 100' to the point
of beginning, containing
.401 acs, more or less.

Record Owner

Land

Percentage of Unit

2.94763%

The Malaga Land and Improvement Company No known address

Markey in along the of the state of the stat

That portion of the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO lying East of the W/2 W/2 W/2 NW/4 Sec. 15 and West and Southwest of the Town of Malaga, being a strip of land approximately 160' wide at the N/line of the N/2 Sec. 15, 152' wide at the S/line of the N/2 Sec. 15, and approximately 2665' long, containing 9.544 acres, more or or less.

That portion of the NW/4 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO lying East of the above described strip of land and South of the Town of Malaga, being approximatey 30' long at its West end, 40' long at its East end and 2163' wide, containing 1.738 acres, more or less.

.53677%

GRAND TOTALS

21.48425 net acs

6.63534 %

Note: The participation figures for all owners and the acreage and participation figures for The Malaga Land and Improvement Company are based on the N/2 Sec. 15 containing approximately 323.785 acres which is the acreage that the N/2 Sec. 15 would contain on the basis of the Resurvey of Sec. 15 authorized by General Land Office Letter "E" dated August 1, 1940.

BEFORE EXALIBER NUTTER OIL CONSERVATION DIVISION Adams exhibit no. 5 case no. 6622

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NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL

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768676 No. RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL

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AUG 1 4 1979

No. 768675 RECEIPT FOR CERTIFIED MAIL

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No. 758674

No. 768673

RECEIPT FOR CERTIFIED MAIL

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No. 768682

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No. 768681

RECEIPT FOR CERTIFIED MAIL

No. 768680

RECEIPT FOR CERTIFIED MAIL

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No. 768679

RECEIPT FOR CERTIFIED MAIL

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No. 768679

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—

NOT FOR INTERNATIONAL MAIL

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768678 No.

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL

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| TOTAL POSTAGE AND FEES | | | 5/43 | | | | | |

No. 768687

RECEIPT FOR CERTIFIED MAIL

758686 No.

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL

| (See Reverse) | | | | | | | |
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No. 768685 RECEIPT FOR CERTIFIED MAIL

HO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See Reverse)

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768684 No.

RECEIPT FOR CERTIFIED MAIL

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CONSULT POSTMASTER FOR FEES
OPTIONAL SERVICES

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No. 758586

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL

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No. 768685 RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See Reverse)

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768684 No.

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL

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No. 768683

RECEIPT FOR CERTIFIED MAIL

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768692 No. RECEIPT FOR CERTIFIED MAIL

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No. 768691

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL

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No. 768690

RECEIPT FOR CERTIFIED MAIL

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No. 768691

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See Reverse)

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RECEIPT FOR CERTIFIED MAIL

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No. 768689 RECEIPT FOR CERTIFIED MAIL

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No. 768695

RECEIPT FOR CERTIFIED MAIL

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No. 788702 RECEIPT FOR CERTIFIED MAIL HO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAH. (See Reverse) Heirs or Devisors POSTAGE POSTAGE

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No. 768701

RECEIPT FOR CERTIFIED MAIL

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768700 No.

RECEIPT FOR CERTIFIED MAIL

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AUG 1 4 1979

No. 768699

RECEIPT FOR CERTIFIED MAIL

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No. 768701 RECEIPT FOR CERTIFIED MAIL

HO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL

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768700 No.

RECEIPT FOR CERTIFIED MAIL

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No. 768699

RECEIPT FOR CERTIFIED MAIL

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No. 768698

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AUG 1 4 1979

RECEIPT FOR CERTIFIED MAIL

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NOT FOR INTERNATIONAL MAIL

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768704 No. RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL

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AUG 1 4 1979

PS Form 3800, Apr. 1976

No. 758706 RECEIPT FOR CERTIFIED MAIL

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768704 No. RECEIPT FOR CERTIFIED MAIL

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No. 768703

RECEIPT FOR CERTIFIED MAIL

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No. 768713 RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL

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768712 No.

RECEIPT FOR CERTIFIED MAIL

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No. 768709 RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See Reverse)

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768708 No.

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See Reverse)

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| | | <u> </u> | AGE AND FEES | \$ 1.53 |
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AUG 1 4 1979

| SENDER: Complete items 1, 2, and 1. Add your address in the "R reverse. | ETURN TO" space on |
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| SENDER: Complete items 1, 2, and 1. Add your address in the "R reverse. 1. The following service is requested (of Show to whom and date delivered Show to whom, date, & address of RESTRICTED DELIVERY. | check one). d |
| Show to whom, date, & address | of delivery45# |
| RESTRICTED DELIVERY. Show to whom and date delivere | d 85¢ |
| RESTRICTED DELIVERY. Show to whom, date, and address | 411111 |
| (Fees shown are in addition to postage fees). | |
| 2. ARTICLE ADDRESSED TO: Ronald O. Logsdon, | y.D. |
| Donald O. Logisdon, U. 2517 Tamorick Drine Santa Rosa CA 93 | r. 5405 |
| 3. ARTICLE DESCRIPTION: | |
| REGISTERED NO. CERTIFIED NO. 1/08/08/0 | INSURED NO. |
| (Always obtain eignature of address | |
| I have received the article described | Authorized agent |
| XO. Trople | |
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| 6 5. ADDRESS (Complete enly If requested | |
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| 6. UNABLE TO DELIVER BECAUSE: | CLERK'S INITIALS |
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| PS Form | SENDER: Complete items 1, 2, and 3; Add your address in the "RETURN TO" space on reverse. |
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| 3811, Nov. 1976 | 1. The tollowing service is requested (check one). Show to whom and date delivered |
| ov. 1976 | Show to whom, date, & address of delivery45¢ RESTRICTED DELIVERY. Show to whom and date delivered85¢ |
| | RESTRICTED DELIVERY. Show to whom, date, and address of delivery . \$1.05 (Fees shown are in addition to postage charges and other |
| | řees). |
| NI38 | 2. ARTICLE ADDRESSED TO: Roxie Williams |
| 377 772 | Loving, N. M. 88256 |
| RECEIPT, REG | 3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. INSURED NO. 76.86.79 |
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| AND CENTR | 5. ADDRESS (Complete only If request of 1979) |
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| Š, | 20V. | | 64502 |
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| | Always obta | in signature of addre | sees or agent) |
| I have | | he article described Addressee | d above. Authorized agent |
| OA | AUG 1 | 7 1979 | ALLE |
| 5. ADD | RESS (Com | plete only If requests | 1919 |
| 6. UNA | BLE TO DE | LIVER BECAUSE: | OCERN'S INITIALS |
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SENDER: Complete Add your reverse.

Add your reverse.

1. The fellowing serve Show to whom Show to whom RESTRICTED Show to whom (Fees shown are in a fees).

2. ARTICLE ADDRESS (Correlation of the signature of t

6. UNABLE TO DELI

| 3 | SENDER: Complete items 1, 2, and 3, Add your address in the "RETURN TO" space on reverse. |
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| 3611, Nov. 1976 | 1. The tollowing service is requested (check one). Show to whom and date delivered |
| \$ | Show to whom, date, & address of delivery 45¢ |
| 1976 | RESTRICTED DELIVERY. Show to whom and date delivered |
| | RESTRICTED DELIVERY. |
| | Show to whom, date, and address of delivery . \$1.05 (Fees shown are in addition to postage charges and other |
| | fees). |
| • | 2. ARTICLE ADDRESSED TO: |
| 3 | Roxie Williams |
| 1 | Loving, N.M. 88256 |
| 퉍 | 3. ARTICLE DESCRIPTION: |
| 7. | REGISTERED NO. CERTIFIED NO. INSURED NO. 768679 |
| ğ | (Always obtain signature of addresses or agent) |
| STERED | I have received the article described above. SIGNATURE Addressee Authorized agent |
| 3 | John Pulling |
| | DATE OF BELIVERY |
| žļ | 7-15-19 (B) AUG \2V |
| 8 | 8. ADDRESS (Complete only If requested) |
| 3 | (1919) |
| ā | 6. UNABLE TO DELIVER BECAUSE: POLENIS |
| į | THILLE |
| ۶L | |

| 23 TO THE | SENDER: Complete items 1, 2, and 3, Add your address in the "RETURN TO" space on reverse. |
|-------------------|---|
| 1 3811, Nov. 1976 | 1. The following service is requested (check one). Show to whom and date delivered |
| Ş | Show to whom, date, & address of delivery 45¢ |
| 197 | RESTRICTED DELIVERY. |
| ~ | Show to whom and date delivered85¢ |
| 1 | Show to whom, date, and address of delivery \$1.05 |
| | (Fees shown are in addition to postage charges and other fees). |
| 30 | 2. ARTICLE ADDRESSED TO: |
| RETURN | American Electric Co. |
| | P.O. Bast 878 |
| RECEIPT | St. Joseph MO64502 |
| 8 | 3. ARTICLE DESCRIPTION: |
| - 5 | REGISTERED NO. CERTIFIED NO. INSURED NO. |
| 8 | 108618 |
| Š | (Always obtain signature of addresses or agent) |
| REGISTERED, | I have received the article described above. SIGNATURE Addressee Authorized agent |
| | 100110-1111 |
| HSURED | 18 or 2h #108 PX |
| ă | DATE OF DELIVERY |
| | AUG 1 7 19/9 /3/ AUG \ 78/ |
| ğ | S. ADDRESS (Complete only if requirefted) |
| Q A | / Tala |
| | U350 |
| 8 | 6. UNABLE TO DELIVER BECAUSE: STERK'S NITIALS |
| 5 | $\mathcal{N}\mathcal{L}$ |
| FL | 72 sco 1950-0-203-456 |
| | 14 204 1144 0 200 404 |

| ~ [| • SENDER: Complete items 1, 2, and 3. | |
|---|---|----------------------------------|
| | Add your address in the "RETURN reverse. | TO" space on |
| 32 | 1. The following service is requested (check of Show to whom and date delivered | 25¢ |
| tov. 1970 | Show to whom, date, & address of deliver RESTRICTED DELIVERY. | rery 45¢ |
| ŭ, | Show to whom and date delivered RESTRICTED DELIVERY. Show to whom, date, and address of de | livery \$1.05 |
| PS Form 3811, Nov. 1976 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED M | (Fees shown are in addition to postage chartees). | rges and other |
| RETUR | 2. ARTICLE ADDRESSED TO: Cora Enderwde 219 N. Osage | |
| | | 7022 |
| `. | | SURED NO. |
| 9 | (Always obtain signature of addresses o | r agent) |
| | 1 have received the article described abortises Addressee Authority Andrewse | ve. orized agent |
| - | DATE OF DELIVERY | rospher 16 |
| | 5. ADDRESS (Complete only if requested) | ે છે <i>! ન</i> ્યું - (૧૦૦૦) |
| JE COLAL | 6. UNABLE TO DELIVER BECAUSE: | CARAX S |
| | | |

| 23 Form | SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse. | |
|-------------------------|--|---|
| 3811, N | 1. The following service is requested (check one). D Show to whom and date delivered | |
| PS form 3811, Nov. 1976 | ☐ Show to whom, date, & address of delivery 45¢ ☐ RESTRICTED DELIVERY. Show to whom and date delivered | |
| | RESTRICTED DELIVERY. Show to whore, date, and address of delivery . \$1.05 | |
| | (Pees shown are in addition to possage charges and other fees). | |
| RETURN RECEIPT. | 2. ARTICLE ADDRESSED TO: Ora L. We issill 2517 Tamarick Drive | |
| RECEIP | Santa, Rosa, CA 95405 3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. INSURED NO. | |
| | 768686 | |
| ğ | (Alerays obtain signature of addressee or agent) | l |
| REGISTERED, INSURED AND | I have received the article described above. SIGNATURE Addressee Authorized seent; | |
| ž | 1.0.0 | |
| REDIA | DATE OF DELIVERY | |
| 8 | 5. ADDRESS (Complete only if requestion) | |
| 3 | ************************************** | Ļ |
| HED MAI | 6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS | - |
| | الكانبات التعرف التناف المراقب والمراوي والمراوية والمناف المراوية والمراوية والمراوية والمراوية والمراوية والمراوية | |

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| 37 | SENDER: Complete items 1, 2, and 3, Add your address in the "RETUR reverse. | N TO" space od |
| Form 3811, Nov. 1976 | 1. The following service is requested (check Show to whom and date delivered Show to whom, date, & address of del RESTRICTED DELIVERY. Show to whom and date delivered RESTRICTED DELIVERY. Show to whom, date, and address of delivered shown are in addition to postage chees). | 25¢ ivery45¢85¢ |
| RETURN RECEIPT | 2. ARTICLE ADDRESSED TO: He irs or de visos of come of the irs or de visos of come of the irs of t | • |
| | (Always obtain signature of addresses | er agent) |
| REGISTERED, INSURED | I have received the article described abo | ove, norized agent |
| ğ | 5. ADDRESS (Complete only H requested) | POSTMARK |
| CERTIFIED MAIL | 6. UNABLE TO DELIVER BECAUSE: | CLERK'S INITIALS |

| ● SEN | DER: Compl Add y reve | | "RETURN TO" space on |
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| | | ervice is requested om and date delive | |
| | a Carlow Marketine | | ss of delivery45 |
| | how to who ESTRICT | ED DELIVERY. om and date delive ED DELIVERY. | |
| | | | ress of delivery\$1.05 tage charges and other |
| 2. ARTI | ILE ADDRE | SSED TO: Wat | ter Powers |
| 200 2 60 | is, Grahi | ne Murphy am, Stubbs aclo Natil Bi 80202 | |
| 3. ARTI | RED NO. | IPTION: | |
| REGIST | RED NO. | 768684 | . INSURED NO. |
| | | n signature of add | |
| I have SIGNAT | received the | Addressee E | ed above. Authorized agent |
| DAT | OF DELIV | ERY 76 | POSTMARK |
| S. ADDR | S (Como | lete only if request | # 100 m |
| | | TOTAL OTHER PROPERTY. | 1002 |
| . <u></u> | | | |
| .eta | LE TO DEL | IVER BECAUSE: | CLERK'S INITIALS |

SENDER: Come Add cev

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(Fees shown are fees).

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3. ARTICLE DESCRIPT, REGISTERED NO
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| (P | The following services to whom Show to whom | vice is requested (cl and date delivered a, date, & address of DELIVERY. and date delivered DELIVERY. | f delivery | 25¢ 45¢ 85¢ |
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| | 4411 F | or Clevisors. George Poloverza | | Fourors |
| * | ARTICLE DESCR | 168685 | | RED NO. |
| | Name received | in signature of add the article describ Addressee | ed above. Authoriz | |
| | AUG - | gve/979 | | STMARK |
| CHAIRMAN | en e | ELIVER BECAUSE | | CLERK'S INITIALS |

| 73 Form | SENDER: Complete items 1, 2, and 1, Add your address in the "RETURN severe." | |
|--------------------|---|-----------------------|
| rm 3811, Nov. 1976 | 1. The following service is requested (check of Show to whom and date delivered | |
| 1976 | RESTRICTED DELIVERY. Show to whom and date delivered | 85∉ |
| Tr. | Show to whom, date, and addition to postage cha fees). | |
| RETURN | 2. ARTICLE ADDRESSED TO: Watter for feirs or devisors of watter for of Christian Murphy Davis, Graham, Stubis 2600 Colorado Nat'l Brdg. | nov? |
| RECEIPT, R | REGISTERED NO. 71.9/84 | SURED NO. |
| 8 | (Always obtain signature of addressee | et etate) |
| REGISTERED, IN | I have received the article described absignature Addressee Aut | ove. norized agent |
| inacomo o | 4. DATE OF DELIVERY 5. ADDRESS (Complete only if requested) | POSTMARK A |
| | | CLERK'S |
| | 6. UNABLE TO DELIVER BECAUSE: | INITIALS |
| | £L | À GOP: 1976-O-203-45 |

| 3 | SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN T | |
|----------------------|---|--------------|
| Form 3811, Nov. 1976 | 1. The following service is requested (check one Show to whom and date delivered Show to whom, date, & address of delivered RESTRICTED DELIVERY. Show to whom and date delivered RESTRICTED DELIVERY. Show to whom, date, and address of delivered Show to whom, date, and address of delivered of the state of | 45¢ |
| 1 | (Fees shown are in addition to possesses). | |
| RETURN RE | 2. ARTICLE ADDRESSED TO: Nancy Galloway 404 Glendale Carlsbad, N. M. 8822 | Ö |
| RECEIPT. R | 3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. 108 | |
| EGIS | (Always obtain eignsture of addresses of I have received the article described and I have received I Addresses [] Auth | ve. |
| REGISTERED. | | brized agent |
| Magney | | POSTMARK |
| | 5. ADDRESS (Complete only H requested) | CLERK'S |
| | 6. UNABLE TO DELIVER BECAUSE: | Mitials |

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| Add your address in the "RETURN TO" space on reverse. |
|---|
| 1. The following service is requested (check one). Show to whom and date delivered |
| Show to whom, date, & address of delivery45¢ |
| RESTRICTED DELIVERY. |
| Show to whom and date delivered85¢ |
| RESTRICTED DELIVERY. Show to whom, date, and address of delivery \$1.05 |
| (Fees shown are in addition to postage charges and other |
| fees). |
| 2. ARTICLE ADDRESSED TO: |
| R.C. Roberts Wife Ruth Robert |
| 100 Oil 4 Gas Bldg |
| Millard, TX 79701 |
| 3. ARTICLE DESCRIPTION: |
| REGISTERED NO. CERTIFIED NO. INSURED NO. |
| 1/68693 |
| (Always obtain signature of addresses or agent) |
| I have received the article described above. SIGNATURE Addressee Authorized agent |
| 20 10 1 |
| the strung |
| DATE OF DELIVERY POSTMARK |
| |
| 5. ADDRESS (Complete only if requested) |
| 10 6/10 SV |
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| 6. UNABLE TO DELIVER BECAUSE: CLERK'S |
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| | | - | معمد ومنسوريون |
|----------------|--|-------------|---------------------------|
| Fon | SENDER: Complete items 1, 2, and 3, Add your address in the "RE reverse. | TURN | TO" space on |
| 1, Nov. 1976 | The following service is requested (cl. Show to whom and date delivered. Show to whom, date, & address of RESTRICTED DELIVERY. Show to whom and date delivered. RESTRICTED DELIVERY. Show to whom, date, and address fees shown are in addition to postage ces). | delive | 25¢ ery45¢85¢ ivery\$1.05 |
| RETURN RECEIPT | . ARTICLE ADDRESSED TO: South land Royalty (1100 Wall Towners (1 Midland TX 7970) | Por Jest | - |
| • 1 | ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. 768692 | INS | URED NO. |
| | (Always obtain signature of address | 10 0F | agent) |
| / Ē | have received the article described IGNATURE Addressee A | | ized agent |
| A GORMAN | DATE OF DEADERY 1 6 1979 | P | OSTMARK |
| AND CERTIFIED | ADDRESS (Complete only if requested) | Te. | < > 1 |
| A GED W | UNABLE TO DELIVER BECAUSE: | | CLERK'S INITIALS |
| -ا | | 4.00 | P. 1926 |

| | , 111 |
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| SENDER: Complete items 1, 2, and 3, Add your address in the "RI reverse. | TURNUTO " pie on |
| Add your address in the RD reverse. 1. The following service is requested (c) Show to whom and date delivered Show to whom, date, & address of RESTRICTED DELIVERY. Show to whom and date delivered RESTRICTED DELIVERY. Show to whom, date, and address (Rees shown are in addition to postage fees). | f delivery 45¢ d |
| 2. ARTICLE ADDRESSED TO: Hers or devisus of Victor GO Porothy Powers Montgon 63. Hubbard Ave. Sanker Clara, CA 95 3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. 768688 | INSURED NO. |
| *\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ | |
| 4. DATE OF DELIVERY 9/7/25 5. ADDRESS (Complete only if requested) | POSTMARK |
| 6. UNABLE TO DELIVER BECAUSE: | CLERK'S INITIALS |

SENDER: Complete in Add your Add your Add your averse.

1. The following service of Show to whom a Show to whom, Show to whom in RESTRICTED Show to whom, (Fees shown are in actions).

2. ARTICLE ADORESSI Cancle P.O.

LOUING
3. ARTICLE DESCRIPT REGISTERED NO.

(Always abbats a I have received the SIGNATURE ADORESS (Complete SIGNATURE).

5. ADORESS (Complete SIGNATURE).

6. UNABLE TO DELIVER.

| | Add your address in the "RETURN TO" space of reverse. |
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| | 1. The following service is requested (check one). Show to whom and date delivered |
| | Show to whom, date, & address of delivery 45 |
| 8 | Show to whom and date delivered |
| | Show to whom date and all |
| | (Pees shown are in addition to postrge charges and other fees). |
| R | 2. ARTICLE ADDRESSED TO: |
| 됳 | Southland Royalty Co. 100 Wall Towers West |
| RETURN RECE | 1 /9/01 |
| 207. | 3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. INSURED NO. 768697 |
| 1 | (Always obtain signature of addresses or agent) |
| | BIGNATURE Addressee Authorized agent |
| \$ | DATE OF DEALERS |
| \$ K | 1 6 1979 POSTMARK |
| 8 0 | ADDRESS (Complete only if requested) |
| | |
| Ē 6 | UNABLE TO DELIVER BECAUSE: CLERK'S |
| | INITIALS |
| | |

| 73 F0 m | SENDER: Complete iteras 1, 2, and 3, Add your address in the "I reverse. | RETURN TO "ipire" o |
|---------------------|---|---------------------------|
| 3811, Nov. 1976 | 1. The following service is requested (Show to whom and date delivered) | ed 251 |
| . 1976 | Show to whom, date, & address RESTRICTED DELIVERY. Show to whom and date delivere RESTRICTED DELIVERY. | |
| 6.1 | Show to whom, date, and addres (Pees shown are in addition to postage). | se charges and other |
| a l / | 2. ARTICLE ADDRESSED TO: Heirs or devisurs of Victor 190 Dorothy Powers Montgor 40 Dorothy Powers Montgor 631 Hubbard Ave. | Powers Kanj |
| PECE 3 | Santa Clara, CA 95 ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. | 05/ 1: |
| REGIST | 768688 | INSURED NO. |
| REGISTERED, INSURED | IGNATURE Addressee A | above. , authorized agent |
| ₹ 5. | ADDRESS (Complete only If requested) | POSTMARK |
| CERTIFIED 6. | UNABLE TO DELIVER BECAUSE: | CLERK'S |
| <u> </u> | | INITIALS |

| 1 | |
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| E CO | SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space of reverse. |
| rorm 3811, Nov. 1976 | 1. The following service is requested (check one). Show to whom and date delivered |
| эх. 1976 | Show to whom, date, & address of delivery 45. RESTRICTED DELIVERY. |
| | Show to whom and date delivered |
| | fees). |
| RETUR | 2. ARTICLE ADDRESSED TO: Candelario Carrasco P.O. Box 93 |
| RECE | Louing, N. M. 88256 3. ARTICLE DESCRIPTION: |
| 귀 | REGISTERED NO. CERTIFIED NO. INSURED NO. |
| ş- | (Always obtain signature of addresses or agent) |
| REGISTERED, MISH | I have received the article described above. SIGNATURE Addressee Authorized agent |
| 8 | DATE OF DELIVERY |
| WE CENTIF | ADDRESS (Complete only If requester) |
| 1 | UNABLE TO DELIVER BECAUSE: |
| <u> </u> | MITALS |
| | st 60°; 1176—0-203-454 |

| SENDER: Complete items 1, 2, and 3, Add your address in the "RETURN severse. | I TO" space on |
|--|----------------|
| 1. The following service is requested (check of Show to whom and date delivered | • |
| Show to whom, date, & address of deli- | ery 45¢ |
| RESTRICTED DELIVERY. | |
| Show to whom and date delivered | 85₡ |
| Show to whom, date, and address of de | livery\$1.05 |
| (Pees shown are in addition to postage char fees). | ges and other |
| 2. ARTICLE ADDRESSED TO: Heirs or Devises of Jose | Morales |
| Decrased | |
| % Elcisa Morales | 11000 |
| 3. ARTICLE DESCRIPTION: | 2, (), 1937 |
| | SURED NO. |
| 7/07/2 | |
| (Always obtain signature of addressee or | |
| I have received the article described above | |
| 製造 BDD 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | rized agent |
| 1 TX Cm 1 | 0 |
| NV Mary Jac | Res |
| DATE OF DELIYERY | OSTMARK |
| (X)/b//Y | |
| S. XDDRESS (Complete only if requested) | |
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| | |
| 6. UNABLE TO DELIVER BECAUSE: | CLERK'S |
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| Fig. 1. The control of the control o | |

| PS Form | SENDER: Complete items 1, 2, and 3. Add your address in the "RE reverse. | TURN | TO" space on |
|------------------|--|-------|---------------------|
| | The following service is requested (che Show to whom and date delivered) | | |
| 3811, Nov. 1976 | Show to whom, date, & address of RESTRICTED DELIVERY. | Í | • 4 |
| | Show to whom and date delivered RESTRICTED DELIVERY. Show to whom, date, and address | 1 1 1 | |
| | (Fees shown are in addition to postage fees). | | |
| RETURN | 2. ARTICLE ADDRESSED TO: Ed Dunagan Insc 212 N. Stevens | cra | rce |
| REC | Carlsbad, N. M. 8 | 82. | 20 |
| RECEIPT, RE | 3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. 768647 | INS | uneb NO. |
| 21 | (Always obtain signature of address | 00 OF | agent) |
| REGISTERED, INSI | I have received the article described SIGNATURE Addressee A | uthor | ized agent |
| NSURED A | DATE OF DELIVERY | • | OSTMARK |
| AND COM | 5. ADDRESS (Complete only If requested) | | |
| CONTIFIED IN | 6. UNABLE TO DELIVER BECAUSE: | | CLERK'S INITIALS |
| ۶L | | ☆ GO | r: 1976—O 203-456 |

| X | • SEN | DER: Com | plete items 1, 2 your address i rerse, | , and i, in the "RE" | TURN TO" space o |
|---------------|----------------|---|---|--|----------------------|
| 3811 Nov 1074 | | Show to w Show to w RESTRIC Show to w RESTRICT Show to w | TED DELIVI hom and date TED DELIVI hom, date, an | delivered address of ERY. delivered ERY. d address of | |
| 7 | 3. ARTIC | N.M. | | U.M. | 88201 Insured No. |
| | I have | received | in signature of the article d | 76 of addresse escribed a | e er agent) |
| 1 | SIGNATI MAT | E OF DELI | VERY Prote only H n | S. p. | rosyntant 3 |
| 6 | . UNAB | LE TO DE | LIVER BECAL | JSE: | |

SENDER: Com Add recommend to the recommend of the recomme

Santa 74,
3. ARTICLE DESC REGISTERED NO.

(Abuspa etc.
I have received

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& UNABLE TO

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| | ervice is requested (ch | | |
| 2 2 2 2 3 3 3 5 5 5 5 5 5 5 5 5 5 5 5 5 | om and date delivered | | 25¢ |
| Show to wh | om, date, & address of | delive | ry 45 ¢ |
| RESTRICT | ED DELIVERY. | , , | 064 |
| Show to wh | om and date delivered | | 85# |
| RESTRICT | ED DELIVERY. om, date, and address | k 3.L. | verv \$1.05 |
| shown are i | n addition to postage | charge | es and other |
| | | | |
| TICLE ADORI | PREED TO: | | |
| | unagan Insu | inn | 100 |
| 212 | W. Stevens | | |
| | | or- | |
| | bad, N. M. 8 | 800 | 10 |
| MICLE DUSCA | the figure fill and the second | • | 20` |
| RTERED NO. | CERTIFIED NO. | INS | URED NO. |
| | 768697 | | |
| (Always obta | in signature of address | 44 67 8 | gent) |
| received t | he article described | above | |
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| Ed W | unagan Su | 0 1 | (5(1) |
| | , / | | |
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| 8-16. | 797 |] . | |
| | plate only H requested) | 1 | |
| \$174.5 \$17.5 | | 1 | |
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| W. C | INCO SCAME | —- | CLERK'S |
| VELF ID DE | LIVER BECAUSE: | | INITIALS |
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| M. C. C. C. | | 4 000 | . 1004 |

RETURN TO"

| PS Form | SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on severse. |
|----------------------|--|
| Form 3811, Nov. 1976 | 1. The following service is requested (check one). Show to whom and date delivered |
|)76 | RESTRICTED DELIVERY. Show to whom and date delivered |
| 3 | fees). |
| RETURN RE | N. Mi. Osage Royalty P.O. Bax 15-7 Roswell, N. M. 88201 |
| RECEIPT, RI | 3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. INSURED NO. 7686.46 |
| 2 | (Ahvays obtain signature of addresses or agent) |
| REGISTERED, IN | I have received the article described above. SIGNATURE Addresses Authorized agent |
| INSURED A | PATE OF DELIVERY POSTMARK 7 |
| 2 r | TO DESCRIPTION OF THE PROPERTY |
| AND CERTI | 5. ADDRESS (Complete only If requested) |
| | 6. UNABLE TO DELIVER BECAUSE: |

| PS Form | ● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse. |
|----------------------|--|
| Form 3811, Nov. 1976 | 1. The following service is requested (check one). Show to whom and date delivered |
| RETURN RECEIPT | 2. ARTICLE ADDRESSED TO: 1/0 Office of Drage State of N. M.; of Property Control Rm. 106; Bataan Memarical M. Log Santa 74, N. M. |
| | 3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. INSURED NO. 768695 |
| Sis | (Always obtain signature of addresses or agent) |
| REGISTERED, IN | I have received the article described above. SIGNATURE Addresses Authorized agent |
| INSURED A | DATE OF DELIVERY POSTMARK |
| AND CERTIFIED | 5. ADORESS (Complete only H regulated) |
| FIED MAIL | 6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS |
| | ý cor: 1916 - ○ 2916-456 |

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| 78 Form | SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse. |
|--------------------------------|--|
| 13 Form 3811, Nov. 1976 | 1. The following service is requested (check one). Show to whom and date delivered |
| ₹ | Show to whom, date, & address of delivery 45 |
| 976 | RESTRICTED DELIVERY. Show to whom and date delivered85¢ |
| | RESTRICTED DELIVERY. Show to whom, date, and address of delivery \$1.05 |
| | (Fees shown are in addition to postage charges and other fees). |
| METURN | 2. ARTICLE ADDRESSED TO: J. R. Rowan & wife, TommieD. P.O. Bay 162 |
| 21.6 | Misla, J.TX 79701: |
| RECEIP | 3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. INSURED NO. |
| 7 | 768708 |
| 5 | (Always obtain signature of addresses or agent) |
| REGISTERED, JNS | I have received the article described above. SIGNATURE Addresse Authorized agent |
| INSURED AND | DATE OF SELIVERY 79 POSTMARK |
| NO CERTIFIED | 5. ADDRESS (Complete only if requested) |
| PO MA | 6. UNABLE TO DELIVER BECAUSE: CLERK'S . INITIALS |

| 3 | 6. UNABLE TO DELIVER BECAUSE: CLERK' | |
|----------------------|---|-----|
| \$ | 5. ADDRESS (Complete only H requested) | |
| INSURED | DATE OF DELIVERY POSTMARK | |
| | SIGNATURE Addressee Authorized agen | |
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A.A.P.L. FORM 610 - 1977 MODEL FORM OPERATING AGREEMENT

OPERATING AGREEMENT

DATED

May 15 , 19 79 ,

| OPERATOR | Adams Ex | ploration | Company | <u> </u> | |
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AMERICAN ASSOCIATION OF PETROLEUM LANDMEN

APPROVED FORM. A.A.P.L. NO. 610 - 1977 REVISED

MAY BE ORDERED DIRECTLY FROM THE PUBLISHER

KRAFTBILT PRODUCTS, BOX 800, TULSA 74101

BEFORE EXAMINER NUTTER
OIL CONSERVATION DIVISION
EXHIBIT NO. 7
CASE NO. 6622

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OPERATING AGREEMENT THIS AGREEMENT, entered into by and between Adams Exploration Company 3 , hereinafter designated and referred to as "Operator", and the signatory party or parties other than Operator, sometimes hereinafter 5 referred to individually herein as "Non-Operator", and collectively as "Non-Operators", 6 7 WITNESSETH: g WHEREAS, the parties to this agreement are owners of oil and gas leases and/or oil and gas in-10 terests in the land identified in Exhibit "A", and the parties hereto have reached an agreement to explore 11 12 and develop these leases and/or oil and gas interests for the production of oil and gas to the extent and as hereinafter provided: 13 14 15 NOW, THEREFORE, it is agreed as follows: 18 17 ARTICLE 1. DEFINITIONS 18 19 20 As used in this agreement, the following words and terms shall have the meanings here ascribed 21 22 A. The term "oil and gas" shall mean oil, gas, casinghead gas, gas condensate, and all other liquid 23 or gaseous hydrocarbons and other marketable substances produced therewith, unless an intent to 24 limit the inclusiveness of this term is specifically stated. B. The terms "oil and gas lease", "lease" and "leasehold" shall mean the oil and gas leases cov-25 ering tracts of land lying within the Contract Area which are owned by the parties to this agreement. 26 C. The term "oil and gas interests" shall mean unleased fee and mineral interests in tracts of 27 28 land lying within the Contract Area which are owned by parties to this agreement. 29 D. The term "Contract Area" shall mean all of the lands, oil and gas leasehold interests and oil 30 and gas interests intended to be developed and operated for oil and gas purposes under this agreement. 31 Such lands, oil and gas leasehold interests and oil and gas interests are described in Exhibit "A". E. The term "drilling unit" shall mean the area fixed for the drilling of one well by order or rule 32 33 of any state or federal body having authority. If a drilling unit is not fixed by any such rule or order, 34 a drilling unit shall be the drilling unit as established by the pattern of drilling in the Contract Area or as fixed by express agreement of the Drilling Parties. 35 F. The term "drillsite" shall mean the oil and gas lease or interest on which a proposed well is to 36 37 G. The terms "Drilling Party" and "Consenting Party" shall mean a party who agrees to join in 38 39 and pay its share of the cost of any operation conducted under the provisions of this agreement. H. The terms "Non-Drilling Party" and "Non-Consenting Party" shall mean a party who elects 40 41 not to participate in a proposed operation. 42 Unless the context otherwise clearly indicates, words used in the singular include the plural, the 43 plural includes the singular, and the neuter gender includes the masculine and the feminine. 44 45 ARTICLE II. 46 **EXHIBITS** 47 48 The following exhibits, as indicated below and attached hereto, are incorporated in and made a 49 50 [X A. Exhibit "A", shall include the following information: 51 (1) Identification of lands subject to agreement, 52 (2) Restrictions, if any, as to depths or formations, 53 (3) Percentages or fractional interests of parties to this agreement, 54 (4) Oil and gas leases and/or oil and gas interests subject to this agreement, 55 (5) Addresses of parties for notice purposes. 56 B. Exhibit "B", Form of Lease. 57 [X C. Exhibit "C", Accounting Procedure. 58 D. Exhibit "D", Insurance. 59 E. Exhibit "E", Gas Balancing Agreement. Equal Employment Opportunity Provision 60 F. Exhibit "F", Non-Discrimination and 61 X G. Exhibit "G", Relationship of the Parties and Tax Provisions. If any provision of any exhibit, except Exhibit "E", is inconsistent with any provision contained 62 63 in the body of this agreement, the provisions in the body of this agreement shall prevail. 64 G5 66

ARTICLE III. INTERESTS OF PARTIES

A. Oil and Gas Interests:

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

B. Interest of Parties in Costs and Production:

Exhibit "A" lists all of the parties and their respective percentage or fractional interests under this agreement. Unless changed by other provisions, all costs and liabilities incurred in operations under this agreement shall be borne and paid, and all equipment and material acquired in operations on the Contract Area shall be owned by the parties as their interests are shown in Exhibit "A". All production of oil and gas from the Contract Area, subject to the payment of lessor's royalties which will be borne by the Joint Account, shall also be owned by the parties in the same manner during the term hereof; provided, however, this shall not be deemed an assignment or cross-assignment of interests covered hereby.

ARTICLE IV.

A. Title Examination:

Title examination shall be made on the drillsite of any proposed well prior to commencement of drilling operations or, if the Drilling Parties so request, title examination shall be made on the leases and/or oil and gas interests included, or planned to be included, in the drilling unit around such well. The opinion will include the ownership of the working interest, minerals, royalty, overriding royalty and production payments under the applicable leases. At the time a well is proposed, each party contributing leases and/or oil and gas interests to the drillsite, or to be included in such drilling unit, shall furnish to Operator all abstracts (including Federal Lease Status Reports), title opinions, title papers and curative material in its possession free of charge. All such information not in the possession of or made available to Operator by the parties, but necessary for the examination of title, shall be obtained by Operator. Operator shall cause title to be examined by attorneys on its staff or by outside attorneys. Copies of all title opinions shall be furnished to each party hereto. The cost incurred by Operator in this title program shall be borne as follows:

Option No. 1: Costs incurred by Operator in procuring abstracts and title examination (including preliminary, supplemental, shut-in gas royalty opinions and division order title opinions) shall be a part of the administrative overhead as provided in Exhibit "C," and shall not be a direct charge, whether performed by Operator's staff attorneys or by outside attorneys.

Option No. 2: Costs incurred by Operator in procuring abstracts and fees paid outside attorneys for title examination (including preliminary, supplemental, shut-in gas royalty opinions and division order title opinions) shall be borne by the Drilling Parties in the proportion that the interest of each Drilling Party bears to the total interest of all Drilling Parties as such interests appear in Exhibit "A". Operator shall make no charge for services rendered by its staff attorneys or other personnel in the performance of the above functions.

Each party shall be responsible for securing curative matter and pooling amendments or agreements required in connection with leases or oil and gas interests contributed by such party. The Operator shall be responsible for the preparation and recording of Pooling Designations or Declarations as well as the conduct of hearings before Governmental Agencies for the securing of spacing or pooling orders. This shall not prevent any party from appearing on its own behalf at any such hearing.

No well shall be drilled on the Contract Area until after (1) the title to the drillsite or drilling unit has been examined as above provided, and (2) the title has been approved by the examining attorney or title has been accepted by all of the parties who are to participate in the drilling of the well.

B. Loss of Title:

- 1. Failure of Title: Should any oil and gas interest or lease, or interest therein, be lost through failure of title, which loss results in a reduction of interest from that shown on Exhibit "A", this agreement, nevertheless, shall continue in force as to all remaining oil and gas leases and interests, and
- (a) The party whose oil and gas lease or interest is affected by the title failure shall bear alone the entire loss and it shall not be entitled to recover from Operator or the other parties any development

- 2 -

 or operating costs which it may have theretofore paid, but there shall be no monetary liability on its part to the other parties hereto for drilling, development, operating or other similar costs by reason of such title failure; and

- (b) There shall be no retroactive adjustment of expenses incurred or revenues received from the operation of the interest which has been lost, but the interests of the parties shall be revised on an acreage basis, as of the time it is determined finally that title failure has occurred, so that the interest of the party whose lease or interest is affected by the title failure will thereafter be reduced in the Contract Area by the amount of the interest lost; and
- (c) If the proportionate interest of the other parties hereto in any producing well theretofore drilled on the Contract Area is increased by reason of the title failure, the party whose title has failed shall receive the proceeds attributable to the increase in such interests (less costs and burdens attributable thereto) until it has been reimbursed for unrecovered costs paid by it in connection with such well; and
- (d) Should any person not a party to this agreement, who is determined to be the owner of any interest in the title which has failed, pay in any manner any part of the cost of operation, development, or equipment, such amount shall be paid to the party or parties who bore the costs which are so refunded: and
- (e) Any liability to account to a third party for prior production of oil and gas which arises by reason of title failure shall be borne by the party or parties in the same proportions in which they shared in such prior production; and
- (f) No charge shall be made to the joint account for legal expenses, fees or salaries, in connection with the defense of the interest claimed by any party hereto, it being the intention of the parties hereto that each shall defend title to its interest and bear all expenses in connection therewith.
- 2. Loss by Non-Payment or Erroneous Payment of Amount Due: If, through mistake or oversight, any rental, shut-in well payment, minimum royalty or royalty payment, is not paid or is erroneously paid, and as a result a lease or interest therein terminates, there shall be no monetary liability against the party who failed to make such payment. Unless the party who failed to make the required payment secures a new lease covering the same interest within ninety (90) days from the discovery of the failure to make proper payment, which acquisition will not be subject to Article VIII.B., the interests of the parties shall be revised on an acreage basis, effective as of the date of termination of the lease involved, and the party who failed to make proper payment will no longer be credited with an interest in the Contract Area on account of ownership of the lease or interest which has terminated. In the event the party who failed to make the required payment shall not have been fully reimbursed, at the time of the loss, from the proceeds of the sale of oil and gas attributable to the lost interest, calculated on an acreage basis, for the development and operating costs theretofore paid on account of such interest, it shall be reimbursed for unrecovered actual costs theretofore paid by it (but not for its share of the cost of any dry hole previously drilled or wells previously abandoned) from so much of the following as is necessary to effect reimbursement:
- (a) Proceeds of oil and gas, less operating expenses, theretofore accrued to the credit of the lost interest, on an acreage basis, up to the amount of unrecovered costs;
- (b) Proceeds, less operating expenses, thereafter accrued attributable to the lost interest on an acreage basis, of that portion of oil and gas thereafter produced and marketed (excluding production from any wells thereafter drilled) which, in the absence of such lease termination, would be attributable to the lost interest on an acreage basis, up to the amount of unrecovered costs, the proceeds of said portion of the oil and gas to be contributed by the other parties in proportion to their respective interests; and
- (c) Any monies, up to the amount of unrecovered costs, that may be paid by any party who is, or becomes, the owner of the interest lost, for the privilege of participating in the Contract Area or becoming a party to this agreement.
- 3. Other Losses: All losses incurred, other than those set forth in Articles IV.B.1. and IV.B.2. above, shall not be considered failure of title but shall be joint losses and shall be borne by all parties in proportion to their interests. There shall be no readjustment of interests in the remaining portion of the Contract Area.

ARTICLE V. OPERATOR

A. DESIGNATION AND RESPONSIBILITIES OF OPERATOR:

| Adams Exploration Company | shall be the |
|---|-------------------------|
| Operator of the Contract Area, and shall conduct and direct and have full control | ol of all operations on |
| the Contract Area as permitted and required by, and within the limits of, this agr | cement. It shall con- |
| duct all such operations in a good and workmanlike manner, but it shall have no | liability as Operator |
| to the other parties for losses sustained or liabilities incurred, except such as m | ay result from gross |
| negligence or willful misconduct. | |

B. Resignation or Removal of Operator and Selection of Successor:

- 1. Resignation or Removal of Operator: Operator may resign at any time by giving written notice thereof to Non-Operators. If Operator terminates its legal existence, no longer owns an interest in the Contract Area, or is no longer capable of serving as Operator, it shall cease to be Operator without any action by Non-Operator, except the selection of a successor. Operator may be removed if it fails or refuses to carry out its duties hereunder, or becomes insolvent, bankrupt or is placed in receivership, by the affirmative vote of two (2) or more Non-Operators owning a majority interest based on ownership as shown on Exhibit "A", and not on the number of parties remaining after excluding the voting interest of Operator. Such resignation or removal shall not become effective until 7:00 o'clock A.M. on the first day of the calendar month following the expiration of ninety (90) days after the giving of notice of resignation by Operator or action by the Non-Operators to remove Operator, unless a successor Operator has been selected and assumes the duties of Operator at an earlier date. Operator, after effective date of resignation or removal, shall be bound by the terms hereof as a Non-Operator. A change of a corporate name or structure of Operator or transfer of Operator's interest to any single subsidiary, parent or successor corporation shall not be the basis for removal of Operator.
- 2. Selection of Successor Operator: Upon the resignation or removal of Operator, a successor Operator shall be selected by the Parties. The successor Operator shall be selected from the parties owning an interest in the Contract Area at the time such successor Operator is selected. If the Operator that is removed fails to vote or votes only to succeed itself, the successor Operator shall be selected by the affirmative vote of two (2) or more parties owning a majority interest based on ownership as shown on Exhibit "A", and not on the number of parties remaining after excluding the voting interest of the Operator that was removed.

C. Employees:

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The number of employees used by Operator in conducting operations hereunder, their selection, and the hours of labor and the compensation for services performed, shall be determined by Operator, and all such employees shall be the employees of Operator.

D. Drilling Contracts:

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

ARTICLE VI. DRILLING AND DEVELOPMENT

A. Initial Well:

On or before the 25th day of October , 19 79, Operator shall commence the drilling of a well for oil and gas at the following location:

a legal location in the N/2 Sec. 15, T-24-S, R-28-E, NMPM, Eddy County, New Mexico

and shall thereafter continue the drilling of the well with due diligence to a depth

sufficient to test the Morrow formation expected to be encountered at approximately 13,200 feet subsurface

unless granite or other practically impenetrable substance or condition in the hole, which renders further drilling impractical, is encountered at a lesser depth, or unless all parties agree to complete or abandon the well at a lesser depth.

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

If, in Operator's judgment, the well will not produce oil or gas in paying quantities, and it wishes to plug and abandon the well as a dry hole, it shall first secure the consent of all parties and shall plug and abandon same as provided in Article VI.E.1. hereof.

B. Subsequent Operations:

- 1. Proposed Operations: Should any party hereto desire to drill any well on the Contract Area other than the well provided for in Article VI.A., or to rework, deepen or plug back a dry hole drilled at the joint expense of all parties or a well jointly owned by all the parties and not then producing in paying quantities, the party desiring to drill, rework, deepen or plug back such a well shall give the other parties written notice of the proposed operation, specifying the work to be performed, the location, proposed depth, objective formation and the estimated cost of the operation. The parties receiving such a notice shall have thirty (30) days after receipt of the notice within which to notify the parties wishing to do the work whether they elect to participate in the cost of the proposed operation. If a drilling rig is on location, notice of proposal to rework, plug back or drill deeper may be given by telephone and the response period shall be limited to forty-eight (48) hours, exclusive of Saturday, Sunday or legal holidays. Failure of a party receiving such notice to reply within the period above fixed shall constitute an election by that party not to participate in the cost of the proposed operation. Any notice or response given by telephone shall be promptly confirmed in writing.
- 2. Operations by Less than All Parties: If any party receiving such notice as provided in Article VI.B.1. or VI.E.1. elects not to participate in the proposed operation, then, in order to be entitled to the benefits of this article, the party or parties giving the notice and such other parties as shall elect to participate in the operation shall, within sixty (60) days after the expiration of the notice period of thirty (30) days (or as promptly as possible after the expiration of the forty-eight (48) hour period where the drilling rig is on location, as the case may be) actually commence work on the proposed operation and complete it with due diligence. Operator shall perform all work for the account of the Consenting Parties; provided, however, if no drilling rig or other equipment is on location, and if Operator is a Non-Consenting Party, the Consenting Parties shall either: (a) request Operator to perform the work required by such proposed operation for the account of the Consenting Parties, or (b) designate one (1) of the Consenting Parties as Operator to perform such work. Consenting Parties, when conducting operations on the Contract Area pursuant to this Article VI.B.2., shall comply with all terms and conditions of this agreement.

If less than all parties approve any proposed operation, the proposing party, immediately after the expiration of the applicable notice period, shall advise the Consenting Parties of (a) the total interest of the parties approving such operation, and (b) its recommendation as to whether the Consenting Parties should proceed with the operation as proposed. Each Consenting Party, within forty-eight (48) hours (exclusive of Saturday, Sunday or legal holidays) after receipt of such notice, shall advise the proposing party of its desire to (a) limit participation to such party's interest as shown on Exhibit "A", or (b) carry its proportionate part of Non-Consenting Parties' interest. The proposing party, at its election, may withdraw such proposal if there is insufficient participation, and shall promptly notify all parties of such decision.

The entire cost and risk of conducting such operations shall be borne by the Consenting Parties in the proportions they have elected to bear same under the terms of the preceding paragraph. Consenting Parties shall keep the leasehold estates involved in such operations free and clear of all liens and encumbrances of every kind created by or arising from the operations of the Consenting Parties. If such an operation results in a dry hole, the Consenting Parties shall plug and abandon the well at their sole cost, risk and expense. If any well drilled, reworked, deepened or plugged back under the provisions of this Article results in a producer of oil and/or gas in paying quantities, the Consenting Parties shall complete and equip the well to produce at their sole cost and risk, and the well shall then be turned over to Operator and shall be operated by it at the expense and for the account of the Consenting Parties. Upon commencement of operations for the drilling, reworking, deepening or plugging back of any such well by Consenting Parties in accordance with the provisions of this Article, each Non-Consenting Party shall be deemed to have relinquished to Consenting Parties, and the Consenting Parties shall own and be entitled to receive, in proportion to their respective interests, all of such Non-Consenting Party's interest in the well and share of production therefrom until the proceeds of the sale of such share, calculated at the well, or market value thereof if such share is not sold (after deducting production taxes, royalty, overriding toyalty and other interests existing on the effective date hereof, payable out of or measured by the production from such well accruing with respect to such interest until it reverts) shall equal the total of the following:

- (a) 100% of each such Non-Consenting Party's share of the cost of any newly acquired surface equipment beyond the wellhead connections (including, but not limited to, stock tanks, separators, treaters, pumping equipment and piping), plus 100% of each such Non-Consenting Party's share of the cost of operation of the well commencing with first production and continuing until each such Non-Consenting Party's relinquished interest shall revert to it under other provisions of this Article, it being agreed that each Non-Consenting Party's share of such costs and equipment will be that interest which would have been chargeable to each Non-Consenting Party had it participated in the well from the beginning of the operation; and
- (b) 300% of that portion of the costs and expenses of drilling reworking, deepening, or plugging back, testing and completing, after deducting any cash contributions received under Article VIII.C., and

300% of that portion of the cost of newly acquired equipment in the well (to and including the well-head connections), which would have been chargeable to such Non-Consenting Party if it had participated therein.

Gas production attributable to any Non-Consenting Party's relinquished interest upon such Party's election, shall be sold to its purchaser, if available, under the terms of its existing gas sales contract. Such Non-Consenting Party shall direct its purchaser to remit the proceeds receivable from such sale direct to the Consenting Parties until the amounts provided for in this Article are recovered from the Non-Consenting Party's relinquished interest. If such Non-Consenting Party has not contracted for sale of its gas at the time such gas is available for delivery, or has not made the election as provided above, the Consenting Parties shall own and be entitled to receive and sell such Non-Consenting Party's share of gas as hereinabove provided during the recoupment period.

During the period of time Consenting Parties are entitled to receive Non-Consenting Party's share of production, or the proceeds therefrom, Consenting Parties shall be responsible for the payment of all production, severance, gathering and other taxes, and all royalty, overriding royalty and other burdens applicable to Non-Consenting Party's share of production.

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

Within sixty (60) days after the completion of any operation under this Article, the party conducting the operations for the Consenting Parties shall furnish each Non-Consenting Party with an inventory of the equipment in and connected to the well, and an itemized statement of the cost of drilling, deepening, plugging back, testing, completing, and equipping the well for production; or, at its option, the operating party, in lieu of an itemized statement of such costs of operation, may submit a detailed statement of monthly billings. Each month thereafter, during the time the Consenting Parties are being reimbursed as provided above, the Party conducting the operations for the Consenting Parties shall furnish the Non-Consenting Parties with an itemized statement of all costs and liabilities incurred in the operation of the well, together with a statement of the quantity of oil and gas produced from it and the amount of proceeds realized from the sale of the well's working interest production during the preceding month. In determining the quantity of oil and gas produced during any month, Consenting Parties shall use industry accepted methods such as, but not limited to, metering or periodic well tests. Any amount realized from the sale or other disposition of equipment newly acquired in connection with any such operation which would have been owned by a Non-Consenting Party had it participated therein shall be credited against the total unreturned costs of the work done and of the equipment purchased, in determining when the interest of such Non-Consenting Party shall revert to it as above provided; and if there is a credit balance, it shall be paid to such Non-Consenting party.

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

Notwithstanding the provisions of this Article VI.B.2., it is agreed that without the mutual consent of all parties, no wells shall be completed in or produced from a source of supply from which a well located elsewhere on the Contract Area is producing, unless such well conforms to the then-existing well spacing pattern for such source of supply.

The provisions of this Article shall have no application whatsoever to the drilling of the initial well described in Article VI.A. except (a) when Option 2, Article VII.D.1., has been selected, or (b) to the reworking, deepening and plugging back of such initial well, if such well is or thereafter shall prove to be a dry hole or non-commercial well, after having been drilled to the depth specified in Article VI.A.

C. Right to Take Production in Kind:

Each party shall have the right to take in kind or separately dispose of its proportionate share of all oil and gas produced from the Contract Area, exclusive of production which may be used in development and producing operations and in preparing and treating oil for marketing purposes and production unavoidably lost. Any extra expenditure incurred in the taking in kind or separate disposition by any party of its proportionate share of the production shall be borne by such party. Any

party taking its share of production in kind shall be required to pay for only its proportionate share of such part of Operator's surface facilities which it uses.

Each party shall execute such division orders and contracts as may be necessary for the sale of its interest in production from the Contract Area, and, except as provided in Article VII.B., shall be entitled to receive payment direct from the purchaser thereof for its share of all production.

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In the event any party shall fail to make the arrangements necessary to take in kind or separately dispose of its proportionate share of the oil and gas produced from the Contract Area, Operator shall have the right, subject to the revocation at will by the party owning it, but not the obligation, to purchase such oil and gas or sell it to others at any time and from time to time, for the account of the non-taking party at the best price obtainable in the area for such production. Any such purchase or sale by Operator shall be subject always to the right of the owner of the production to exercise at any time its right to take in kind, or separately dispose of, its share of all oil and gas not previously delivered to a purchaser. Any purchase or sale by Operator of any other party's share of oil and gas shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the particular circumstances, but in no event for a period in excess of one (1) year. Notwithstanding the foregoing, Operator shall not make a sale, including one into interstate commerce, of any other party's share of gas production without first giving such other party thirty (30) days notice of such intended sale.

In the event one or more parties' separate disposition of its share of the gas causes split-stream deliveries to separate pipelines and/or deliveries which on a day-to-day basis for any reason are not exactly equal to a party's respective proportionate share of total gas sales to be allocated to it, the balancing or accounting between the respective accounts of the parties shall be in accordance with any Gas Balancing Agreement between the parties hereto, whether such Agreement is attached as Exhibit "E", or is a separate Agreement.

D. Access to Contract Area and Information:

 Each party shall have access to the Contract Area at all reasonable times, at its sole risk to inspect or observe operations, and shall have access at reasonable times to information pertaining to the development or operation thereof, including Operator's books and records relating thereto. Operator, upon request, shall furnish each of the other parties with copies of all forms or reports filed with governmental agencies, daily drilling reports, well logs, tank tables, daily gauge and run tickets and reports of stock on hand at the first of each month, and shall make available samples of any cores or cuttings taken from any well drilled on the Contract Area. The cost of gathering and furnishing information to Non-Operator, other than that specified above, shall be charged to the Non-Operator that requests the information.

E. Abandonment of Wells:

 1. Abandonment of Dry Holes: Except for any well drilled pursuant to Article VI.B.2., any well which has been drilled under the terms of this agreement and is proposed to be completed as a dry hole shall not be plugged and abandoned without the consent of all parties. Should Operator, after diligent effort, be unable to contact any party, or should any party fail to reply within forty-eight (48) hours (exclusive of Saturday, Sunday or legal holidays) after receipt of notice of the proposal to plug and abandon such well, such party shall be deemed to have consented to the proposed abandonment. All such wells shall be plugged and abandoned in accordance with applicable regulations and at the cost, risk and expense of the parties who participated in the cost of drilling of such well. Any party who objects to the plugging and abandoning such well shall have the right to take over the well and conduct further operations in search of oil and/or gas subject to the provisions of Article VI.B.

2. Abandonment of Wells that have Produced: Except for any well which has been drilled or reworked pursuant to Article VI.B.2. hereof for which the Consenting Parties have not been fully reimbursed as therein provided, any well which has been completed as a producer shall not be plugged and abandoned without the consent of all parties. If all parties consent to such abandonment, the well shall be plugged and abandoned in accordance with applicable regulations and at the cost, risk and expense of all the parties hereto. If, within thirty (30) days after receipt of notice of the proposed abandonment of such well, all parties do not agree to the abandonment of any well, those wishing to continue its operation shall tender to each of the other parties its proportionate share of the value of the well's salvable material and equipment, determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. Each abandoning party shall assign to the non-abandoning parties, without warranty, express or implied, as to title or as to quantity, quality, or filness for use of the equipment and material, all of its interest in the well and related equipment, together with its interest in the leasehold estate as to, but only as to, the interval or intervals of the formation or formations then open to production. If the interest of the abandoning party is or includes an oil and gas interest, such party shall execute and deliver to the non-abandoning party or parties an oil and gas lease, limited to the interval or intervals of the formation or formations then open to production, for a term of one year and so long thereafter as oil and for gas is produced from the interval or intervals of the formation or formations covered thereby, such lease to be on the form attached as Exhibit "B". The assignments or leases so limited shall encompass the "drilling unit" upon which the well is located. The payments by, and the assignments or leases to, the assignees shall be in a ratio based upon the relationship of their respective percentages of participation in the Contract Area to the aggregate of the percentages of participation in the Contract Area of all assignees. There shall be no readjustment of interest in the remaining portion of the Contract Area.

Thereafter, abandoning parties shall have no further responsibility, liability, or interest in the operation of or production from the well in the interval or intervals then open other than the royalties retained in any lease made under the terms of this Article. Upon request, Operator shall continue to operate the assigned well for the account of the non-abandoning parties at the rates and charges contemplated by this agreement, plus any additional cost and charges which may arise as the result of the separate ownership of the assigned well.

ARTICLE VII. EXPENDITURES AND LIABILITY OF PARTIES

A. Liability of Parties:

 The liability of the parties shall be several, not joint or collective. Each party shall be responsible only for its obligations, and shall be liable only for its proportionate share of the costs of developing and operating the Contract Area. Accordingly, the liens granted among the parties in Article VII.B. are given to secure only the debts of each severally. It is not the intention of the parties to create, nor shall this agreement be construed as creating, a mining or other partnership or association, or to render the parties liable as partners.

B. Liens and Payment Defaults:

Each Non-Operator grants to Operator a lien upon its oil and gas rights in the Contract Area, and a security interest in its share of oil and/or gas when extracted and its interest in all equipment, to secure payment of its share of expense, together with interest thereon at the rate provided in the Accounting Procedure attached hereto as Exhibit "C". To the extent that Operator has a security interest under the Uniform Commercial Code of the State, Operator shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by Operator for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any Non-Operator in the payment of its share of expense, Operator shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such Non-Operator's share of oil and/or gas until the amount owed by such Non-Operator, plus interest has been paid. Each purchaser shall be entitled to rely upon Operator's written statement concerning the amount of any default. Operator grants a like lien and security interest to the Non-Operators to secure payment of Operator's proportionate share of expense.

If any party fails or is unable to pay its share of expense within sixty (60) days after rendition of a statement therefor by Operator, the non-defaulting parties, including Operator, shall, upon request by Operator, pay the unpaid amount in the proportion that the interest of each such party bears to the interest of all such parties. Each party so paying its share of the unpaid amount shall, to obtain reimbursement thereof, be subrogated to the security rights described in the foregoing paragraph.

C. Payments and Accounting:

 Except as herein otherwise specifically provided, Operator shall promptly pay and discharge expenses incurred in the development and operation of the Contract Area pursuant to this agreement and shall charge each of the parties hereto with their respective proportionate shares upon the expense basis provided in the Accounting Procedure attached hereto as Exhibit "C". Operator shall keep an accurate record of the joint account hereunder, showing expenses incurred and charges and credits made and received.

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

D. Limitation of Expenditures:

- 1. <u>Drill or Deepen:</u> Without the consent of all parties, no well shall be drilled or deepened, except any well drilled or deepened pursuant to the provisions of Article VI.B.2. of this Agreement, it being understood that the consent to the drilling or deepening shall include:
- Option No. 1: All necessary expenditures for the drilling or deepening, testing, completing and equipping of the well, including necessary tankage and/or surface facilities.
- Option No. 2: All necessary expenditures for the drilling or deepening and testing of the well. When such well has reached its authorized depth, and all tests have been completed, Operator shall give immediate notice to the Non-Operators who have the right to participate in the completion costs. The parties receiving such notice shall have forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) in which to elect to participate in the setting of casing and the completion attempt. Such election, when made, shall include consent to all necessary expenditures for the completing and equipping of such well, including necessary tankage and/or surface facilities. Failure of any party receiving such notice to reply within the period above fixed shall constitute an election by that party not to participate in the cost of the completion attempt. If one or more, but less than all of the parties, elect to set pipe and to attempt a completion, the provisions of Article VI.B.2. hereof (the phrase "reworking, deepening or plugging back" as contained in Article VI.B.2. shall be deemed to include "completing") shall apply to the operations thereafter conducted by less than all parties.
- 2. Rework or Plug Back: Without the consent of all parties, no well shall be reworked or plugged back except a well reworked or plugged back pursuant to the provisions of Article VI.B.2. of this agreement, it being understood that the consent to the reworking or plugging back of a well shall include consent to all necessary expenditures in conducting such operations and completing and equipping of said well, including necessary tankage and/or surface facilities.
- 3. Other Operations: Operator shall not undertake any single project reasonably estimated to require an expenditure in excess of twenty-five thousand Dollars (\$ 25,000.00) except in connection with a well, the drilling, reworking, deepening, completing, recompleting, or plugging back of which has been previously authorized by or pursuant to this agreement; provided, however, that, in case of explosion, fire, flood or other sudden emergency, whether of the same or different nature, Operator may take such steps and incur such expenses as in its opinion are required to deal with the emergency to safeguard life and property but Operator, as promptly as possible, shall report the emergency to the other parties. If Operator prepares "Authority for Expenditures" for its own use, Operator, upon request, shall furnish copies of its "Authority for Expenditures" for any single project costing in excess of Ten thousand Dollars (\$ 10,000.00).

E. Royalties, Overriding Royalties and Other Payments:

Each party shall pay or deliver, or cause to be paid or delivered, all royalties to the extent of the applicable fractiondue on its share of production and shall hold the other parties free from any liability therefor. If the interest of any party in any oil and gas lease covered by this agreement is subject to any royalty, overriding royalty, production payment, or other charge over and above the aforesaid royalty, such party shall assume and alone bear all such obligations and shall account for or cause to be accounted for, such interest to the owners thereof.

No party shall ever be responsible, on any price basis higher than the price received by such party, to any other party's lessor or royalty owner; and if any such other party's lessor or royalty owner should demand and receive settlements on a higher price basis, the party contributing such lease shall bear the royalty burden insofar as such higher price is concerned.

F. Rentals, Shut-in Well Payments and Minimum Royalties:

Rentals, shut-in well payments and minimum royalties which may be required under the terms of any lease shall be paid by the party or parties who subjected such lease to this agreement at its or their expense. In the event two or more parties own and have contributed interests in the same lease to this agreement, such parties may designate one of such parties to make said payments for and on behalf of all such parties. Any party may request, and shall be entitled to receive, proper evidence of all such payments. In the event of failure to make proper payment of any rental, shut-in well payment or minimum royalty through mistake or oversight where such payment is required to continue the lease in force, any loss which results from such non-payment shall be borne in accordance with the provisions of Article IV.B.2.

Operator shall notify Non-Operator of the anticipated completion of a shut-in gas well, or the shut-ting in or return to production of a producing gas well, at least five (5) days (excluding Saturday, Sunday and holidays), or at the earliest opportunity permitted by circumstances, prior to taking such action, but assumes no liability for failure to do so. In the event of failure by Operator to so notify Non-Operator, the loss of any lease contributed hereto by Non-Operator for failure to make timely payments

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of any shut-in well payment shall be borne jointly by the parties hereto under the provisions of Article IV.B.3.

G. Taxes:

Beginning with the first calendar year after the effective date hereof, Operator shall render for ad valorem taxation all property subject to this agreement which by law should be rendered for such taxes, and it shall pay all such taxes assessed thereon before they become delinquent. Prior to the rendition date, each Non-Operator shall furnish Operator information as to burdens (to include, but not be limited to, royalties, overriding royalties and production payments) on leases and oil and gas interests contributed by such Non-Operator. If the assessed valuation of any leasehold estate is reduced by reason of its being subject to outstanding excess royalties, overriding royalties or production payments, the reduction in ad valorem taxes resulting therefrom shall inure to the benefit of the owner or owners of such leasehold estate, and Operator shall adjust the charge to such owner or owners so as to reflect the benefit of such reduction. Operator shall bill other parties for their proportionate share of all tax payments in the manner provided in Exhibit "C".

If Operator considers any tax assessment improper, Operator may, at its discretion, protest within the time and manner prescribed by law, and prosecute the protest to a final determination, unless all parties agree to abandon the protest prior to final determination. During the pendency of administrative or judicial proceedings, Operator may elect to pay, under protest, all such taxes and any interest and penalty. When any such protested assessment shall have been finally determined, Operator shall pay the tax for the joint account, together with any interest and penalty accrued, and the total cost shall then be assessed against the parties, and be paid by them, as provided in Exhibit "C".

 Each party shall pay or cause to be paid all production, severance, gathering and other taxes imposed upon or with respect to the production or handling of such party's share of oil and/or gas produced under the terms of this agreement.

H. Insurance:

At all times while operations are conducted hereunder, Operator shall comply with the Workmen's Compensation Law of the State where the operations are being conducted; provided, however, that Operator may be a self-insurer for liability under said compensation laws in which event the only charge that shall be made to the joint account shall be an amount equivalent to the premium which would have been paid had such insurance been obtained. Operator shall also carry or provide insurance for the benefit of the joint account of the parties as outlined in Exhibit "D", attached to and made a part hereof. Operator shall require all contractors engaged in work on or for the Contract Area to comply with the Workmen's Compensation Law of the State where the operations are being conducted and to maintain such other insurance as Operator may require.

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

A. Surrender of Leases:

ARTICLE VIII. ACQUISITION, MAINTENANCE OR TRANSFER OF INTEREST

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

However, should any party desire to surrender its interest in any lease or in any portion thereof, and other parties do not agree or consent thereto, the party desiring to surrender shall assign, without express or implied warranty of title, all of its interest in such lease, or portion thereof, and any well, material and equipment which may be located thereon and any rights in production thereafter secured, to the parties not desiring to surrender it. If the interest of the assigning party includes an oil and gas interest, the assigning party shall execute and deliver to the party or parties not desiring to surrender an oil and gas lease covering such oil and gas interest for a term of one year and so long thereafter as oil and/or gas is produced from the land covered thereby, such lease to be on the form attached hereto as Exhibit "B". Upon such assignment, the assigning party shall be relieved from all obligations thereafter accruing, but not theretofore accrued, with respect to the acreage assigned and the operation of any well thereon, and the assigning party shall have no further interest in the lease assigned and its equipment and production other than the royalties retained in any lease made under the terms of this Article. The parties assignee shall pay to the party assignor the reasonable salvage value of the latter's interest in any wells and equipment on the assigned acreage. The value of all material shall be determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. If the assignment is in favor of more than one party, the assigned interest shall

be shared by the parties assignee in the proportions that the interest of each bears to the interest of all parties assignee.

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

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If any party source a renewal of any oil and gas lease subject to this Agreement, all other parties shall be notified promptly, and shall have the right for a period of thirty (30) days following recipt of such notice in which to elect to participate in the ownership of the renewal lease, insofar as such lease affects lands within the Contract Area, by paying to the party who acquired it their everal proper proportionate shares of the acquisition cost allocated to that part of such lease within the Contract Area, which shall be in proportion to the interests held at that time by the parties in the Contract Area.

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

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

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

ne provisions in this Article shall apply also and in like manner to extensions of oil and gas

C. Acreage or Cash Contributions:

 While this agreement is in force, if any party contracts for a contribution of cash toward the drilling of a well or any other operation on the Contract Area, such contribution shall be paid to the party who conducted the drilling or other operation and shall be applied by it against the cost of such drilling or other operation. If the contribution be in the form of acreage, the party to whom the contribution is made shall promptly tender an assignment of the acreage, without warranty of title, to the Drilling Parties in the proportions said Drilling Parties shared the cost of drilling the well. If all parties hereto are Drilling Parties and accept such tender, such acreage shall become a part of the Contract Area and be governed by the provisions of this agreement. If less than all parties hereto are Drilling Parties and accept such tender, such acreage shall not become a part of the Contract Area. Each party shall promptly notify all other parties of all acreage or money contributions it may obtain in support of any well or any other operation on the Contract Area.

 If any party contracts for any consideration relating to disposition of such party's share of substances produced hereunder, such consideration shall not be deemed a contribution as contemplated in this Article VIII.C.

D. Subsequently Created Interest:

Notwithstanding the provisions of Article VIII.E. and VIII.G., if any party hereto shall, subsequent to execution of this agreement, create an overriding royalty, production payment, or net proceeds interest, which such interests are hereinafter referred to as "subsequently created interest", such subsequently created interest shall be specifically made subject to all of the terms and provisions of this agreement, as follows:

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1. If non-consent operations are conducted pursuant to any provision of this agreement, and the party conducting such operations becomes entitled to receive the production attributable to the interest out of which the subsequently created interest is derived, such party shall receive same free and clear of such subsequently created interest. The party creating same shall bear and pay all such subsequently created interests and shall indemnify and hold the other parties hereto free and harmless from any and all liability resulting therefrom.

2. If the owner of the interest from which the subsequently created interest is derived (1) fails to pay, when due, its share of expenses chargeable hereunder, or (2) elects to abandon a well under provisions of Article VIE hereof, or (3) elects to surrender a lease under provisions of Article VIII.A. hereof, the subsequently created interest shall be chargeable with the pro rata portion of all expenses hereunder in the same manner as if such interest were a working interest. For purposes of collecting such chargeable expenses, the party or parties who receive assignments as a result of (2) or (3) above shall have the right to enforce all provisions of Article VII.B. hereof against such subsequently created

E. Maintenance of Uniform Interest:

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

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1. the entire interest of the party in all leases and equipment and production; or

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2. an equal undivided interest in all leases and equipment and production in the Contract Area.

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

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

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F. Waiver of Right to Partition:

If permitted by the laws of the state or states in which the property covered hereby is located, each party hereto owning an undivided interest in the Contract Area waives any and all rights it may have to partition and have set aside to it in severalty its undivided interest therein.

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

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ARTICLE-IX. INTERNAL REVENUE COR

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nership or an association for profit between or among the parties hereto. Notwithstanding any provisions herein that the rights and liabilities hereunder are several and not joint or collective, or that this agreement and operations hereunder shall not constitute a partnership, if, for rederal income tax purposes, this agreement and the operations hereunder are regarded as partnership, each party hereby affected elects to be excluded from the application of all of the provisions of Subchapter "K", Chapter 1, Subtitle "A", of the Internal Revenue Code of 1954 as permitted and authorized by Section 761 of the Code and the regulations promulgated therepreter. Operator is authorized and directed to execute on behalf of each party hereby affected such evidence of this election as may be required by the Secretary of the Treasury of the United States or the Federal Internal Revenue Service, including specifically, but not by way of limitation, all of the returns, statements, and the data required by Federal Regulations 1.761. Should there be any requirement that each party hereby affected give further evidence of this election, each such party shall execute such documents and furnish such other evidence as may be such party shall give any notices or take any other action inconsistent with the election made hereby. If any present or future income tax laws of the state or states in which the Contract Area is located or any future income tax laws of the United States contain provisions similar to those in Subchapter "K", Chapter 1, Subtitle "A", of the Internal Revenue Code of 1954, under which an election similar to that provided by Section 761 of the Code is permitted, each party hereby affected shall make such election as may be permitted or required by such laws. In making the foregoing election, each such party states that the income derived by such party from Operations hereunder can be adequately determined without the

ARTICLE X. CLAIMS AND LAWSUITS

ARTICLE XI. FORCE MAJEURE

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

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

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

ARTICLE XII. NOTICES

 All notices authorized or required between the parties, and required by any of the provisions of this agreement, unless otherwise specifically provided, shall be given in writing by United States mail or Western Union telegram, postage or charges prepaid, or by teletype, and addressed to the party to whom the notice is given at the addresses listed on Exhibit "A". The originating notice given under any provision hereof shall be deemed given only when received by the party to whom such notice is directed, and the time for such party to give any notice in response thereto shall run from the date the originating notice is received. The second or any responsive notice shall be deemed given when deposited in the United States mail or with the Western Union Telegraph Company, with postage or charges prepaid, or when sent by teletype. Each party shall have the right to change its address at any time, and from time to time, by giving written notice hereof to all other parties.

ARTICLE XIII. TERM OF AGREEMENT

This agreement shall remain in full force and effect as to the oil and gas leases and/or oil and gas interests subjected hereto for the period of time selected below; provided, however, no party hereto shall ever be construed as having any right, title or interest in or to any lease, or oil and gas interest contributed by any other party beyond the term of this agreement.

Option No. 1: So long as any of the oil and gas leases subject to this agreement remain or are continued in force as to any part of the Contract Area, whether by production, extension, renewal or otherwise, and/or so long as oil and/or gas production continues from any lease or oil and gas interest.

Option No. 2: In the event the well described in Article VI.A., or any subsequent well drilled under any provision of this agreement, results in production of oil and/or gas in paying quantities, this agreement shall continue in force so long as any such well or wells produce, or are capable of production, and for an additional period of 90 days from cessation of all production; provided, however, if, prior to the expiration of such additional period, one or more of the parties hereto are engaged in drilling or reworking a well or wells hereunder, this agreement shall continue in force until such operations have been completed and if production results therefrom, this agreement shall continue in force as provided herein. In the event the well described in Article VI.A., or any subsequent well drilled hereunder, results in a dry hole, and no other well is producing, or capable of producing oil and/or gas from the Contract Area, this agreement shall terminate unless drilling or reworking operations are commenced within 90 days from the date of abandonment of said well.

It is agreed, however, that the termination of this agreement shall not relieve any party hereto from any liability which has accrued or attached prior to the date of such termination.

ARTICLE XIV. COMPLIANCE WITH LAWS AND REGULATIONS

A. Laws, Regulations and Orders:

This agreement shall be subject to the conservation laws of the state in which the committed acreage is located, to the valid rules, regulations, and orders of any duly constituted regulatory body of said state; and to all other applicable federal, state, and local laws, ordinances, rules, regulations, and orders.

B. Governing Law:

The essential validity of this agreement and all matters pertaining thereto, including, but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties and interpretation or construction, shall be governed and determined by the law of the state in which the Contract Area is located. If the Contract Area is in two or more states, the law of the state where most of the land in the Contract Area is located shall govern.

ARTICLE XV.
OTHER PROVISIONS

| | ARTICLE MISCELLAN | | ± 5.1 | | | |
|--|-----------------------|--|------------------|-------------|-------------|-------|
| This agreement shall be bindi respective heirs, devisees, legal | | | | e parties l | hereto and | to th |
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to Operating Agreement covering the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO.

I. Contract Area

N/2 Sec. 15, T-24-S, R-28-E, NMPM, Eddy County, New Mexico, containing 323.785 acres, more or less, from the surface to the base of the Morrow formation expected to be encountered at approximately 13,200 feet subsurface. The leases and mineral interests contributed by the parties hereto are set forth below.

II. Addresses and Interests of Parties

III. Oil and Gas Leases and Mineral Interests contributed by the parties hereto

Recommended by the Council of Petroleum Accountants Societies of North America

EXHIBIT "c"

Attached to and made a part of Operating Agreement covering the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO

ACCOUNTING PROCEDURE JOINT OPERATIONS

I. GENERAL PROVISIONS

1. Definitions

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

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

"Joint Account" shall mean the account showing the charges paid and credits received in the conduct of the Joint Operations and which are to be shared by the Parties.

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

"Non-Operators" shall mean the parties to this agreement other than the Operator.

"Parties" shall mean Operator and Non-Operators.

"First Level Supervisors" shall mean those employees whose primary function in Joint Operations is the direct supervision of other employees and/or contract labor directly employed on the Joint Property in a field operating capacity.

"Technical Employees" shall mean those employees having special and specific engineering, geological or other professional skills, and whose primary function in Joint Operations is the handling of specific operating conditions and problems for the benefit of the Joint Property.

"Personal Expenses" shall mean travel and other reasonable reimbursable expenses of Operator's employees.

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

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

2. Statement and Billings

Operator shall bill Non-Operators on or before the last day of each month for their proportionate share of the Joint Account for the preceding month. Such bills will be accompanied by statements which identify the authority for expenditure, lease or facility, and all charges and credits, summarized by appropriate classifications of investment and expense except that items of Controllable Material and unusual charges and credits shall be separately identified and fully described in detail.

3. Advances and Payments by Non-Operators

Unless otherwise provided for in the agreement, the Operator may require the Non-Operators to advance their share of estimated cash outlay for the succeeding month's operation. Operator shall adjust each monthly billing to reflect advances received from the Non-Operators.

Each Non-Operator shall pay its proportion of all bills within fifteen (15) days after receipt. If payment is not made within such time, the unpaid balance shall bear interest monthly at the rate of twelve percent (12%) per annum or the maximum contract rate permitted by the applicable usury laws in the state in which the Joint Property is located, whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid amounts.

4. Adjustments

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

5. Audits

A. Non-Operator, upon notice in writing to Operator and all other Non-Operators, shall have the right to audit Operator's accounts and records relating to the Joint Account for any calendar year within the twenty-four (24) month period following the end of such calendar year; provided, however, the making of an audit shall not extend the time for the taking of written exception to and the adjustments of accounts as provided for in Paragraph 4 of this Section I. Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct joint or simultaneous audits in a manner which will result in a minimum of inconvenience to the Operator. Operator shall bear no portion of the Non-Operators' audit cost incurred under this paragraph unless agreed to by the Operator.

6. Approval by Non-Operators

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

II. DIRECT CHARGES

Operator shall charge the Joint Account with the following items:

1. Rentals and Royalties

Lease rentals and royalties paid by Operator for the Joint Operations.

2. Labor

- A. (1) Salaries and wages of Operator's field employees directly employed on the Joint Property in the conduct of Joint Operations.
 - (2) Salaries of First Level Supervisors in the field.
 - (3) Salaries and wages of Technical Employees directly employed on the Joint Property if such charges are excluded from the Overhead rates.
- B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II. Such costs under this Paragraph 2B may be charged on a "when and as paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to the Joint Account under Paragraph 2A of this Section II. If percentage assessment is used, the rate shall be based on the Operator's cost experience.
- C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are applicable to Operator's costs chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II.
- D. Personal Expenses of those employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II.

3. Employee Benefits

Operator's current costs of established plans for employees' group life insurance, hospitalization, pension, retirement, stock purchase, thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II shall be Operator's actual cost not to exceed twenty per cent (20%).

4. Material

Material purchased or furnished by Operator for use on the Joint Property as provided under Section IV. Only such Material shall be purchased for or transferred to the Joint Property as may be required for immediate use and is reasonably practical and consistent with efficient and economical operations. The accumulation of surplus stocks shall be avoided.

5. Transportation

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

- A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be made to the Joint Account for a distance greater than the distance from the nearest reliable supply store, recognized barge terminal, or railway receiving point where like material is normally available, unless agreed to by the Parties.
- B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint Account for a distance greater than the distance to the nearest reliable supply store, recognized barge terminal, or railway receiving point unless agreed to by the Parties. No charge shall be made to the Joint Account for moving Material to other properties belonging to Operator, unless agreed to by the Parties.
- C. In the application of Subparagraphs A and B above, there shall be no equalization of actual gross trucking cost of \$200 or less excluding accessorial charges.

6. Services

The cost of contract services, equipment and utilities provided by outside sources, except services excluded by Paragraph 9 of Section II and Paragraph 1. ii of Section III. The cost of professional consultant services and contract services of technical personnel directly engaged on the Joint Property if such charges are excluded from the Overhead rates. The cost of professional consultant services or contract services of technical personnel not directly engaged on the Joint Property shall not be charged to the Joint Account unless previously agreed to by the Parties.

7. Equipment and Facilities Furnished by Operator

- A. Operator shall charge the Joint Account for use of Operator owned equipment and facilities at rates commensurate with costs of ownership and operation. Such rates shall include costs of maintenance, repairs, other operating expense, insurance, taxes, depreciation, and interest on investment not to exceed eight per cent (8%) per annum. Such rates shall not exceed average commercial rates currently prevailing in the immediate area of the Joint Property.
- B.. In lieu of charges in Paragraph 7A above, Operator may elect to use average commercial rates prevailing in the immediate area of the Joint Property less 20%. For automotive equipment, Operator may elect to use rates published by the Petroleum Motor Transport Association.

8. Damages and Losses to Joint Property

All costs or expenses necessary for the repair or replacement of Joint Property made necessary because of damages or losses incurred by fire, flood, storm, theft, accident, or other cause, except those resulting from Operator's gross negligence or willful misconduct. Operator shall furnish Non-Operator written notice of damages or losses incurred as soon as practicable after a report thereof has been received by Operator.

9. Legal Expense

Expense of handling, investigating and settling litigation or claims, discharging of liens, payment of judgments and amounts paid for settlement of claims incurred in or resulting from operations under the agreement or necessary to protect or recover the Joint Property, except that no charge for services of Operator's legal staff or feet or expense of outside attorneys shall be made unless previously agreed to by the Parties. All other legal topological in the provided in Section I, Property and legal expenses incurred in connection with complying with the requirements of all regulatory agencies necessitated by Operations in the Contract Area.

10. Taxes

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

11. Insurance

Net premiums paid for insurance required to be carried for the Joint Operations for the projection of the Parties. In the event Joint Operations are conducted in a state in which Operator may act as self-insurer for Workmen's Compensation and/or Employers Liability under the respective state's laws, Operator may, at its election, include the risk under its self-insurance program and in that event, Operator shall include a charge at Operator's cost not to exceed manual rates.

12. Other Expenditures

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

III. OVERHEAD

1. Overhead - Drilling and Producing Operations

- i. As compensation for administrative, supervision, office services and warehousing costs, Operator shall charge drilling and producing operations on either:
 - (X) Fixed Rate Basis, Paragraph 1A, or
 -) Percentage Basis, Paragraph 1B.

Unless otherwise agreed to by the Parties, such charge shall be in lieu of costs and expenses of all offices and salaries or wages plus applicable burdens and expenses of all personnel, except those directly chargeable under Paragraph 2A, Section II. The cost and expense of services from outside sources in connection with matters of taxation, traffic, accounting or matters before or involving governmental agencies shall be considered as included in the Overhead rates provided for in the above selected Paragraph of this Section III unless such cost and expense are agreed to by the Parties as a direct charge to the Joint Account.

- ii. The salaries, wages and Personal Expenses of Technical Employees and/or the cost of professional consultant services and contract services of technical personnel directly employed on the Joint Property shall () shall not (X) be covered by the Overhead rates.
- A. Overhead Fixed Rate Basis
 - (1) Operator shall charge the Joint Account at the following rates per well per month:

Drilling Well Rate \$ 300.00

Producing Well Rate \$ 300.00

- (2) Application of Overhead Fixed Rate Basis shall be as follows:
 - (a) Drilling Well Rate
 - [1] Charges for onshore drilling wells shall begin on the date the well is spudded and terminate on the date the drilling or completion rig is released, whichever is later, except that no charge shall be made during suspension of drilling operations for fifteen (15) or more consecutive days.
 - [2] Charges for offshore drilling wells shall begin on the date when drilling or completion equipment arrives on location and terminate on the date the drilling or completion equipment moves off location or rig is released, whichever occurs first, except that no charge shall be made during suspension of drilling operations for tifteen (15) or more consecutive days
 - [3] Charges for wells undergoing any type of workover or recompletion for a period of five (5) consecutive days or more shall be made at the drilling well rate. Such charges shall be applied for the period from date workover operations, with rig, commence through date of rig release, except that no charge shall be made during suspension of operations for fifteen (15) or more consecutive days.
 - (b) Producing Well Rates
 - [1] An active well either produced or injected into for any portion of the month shall be considered as a one-well charge for the entire month.
 - [2] Each active completion in a multi-completed well in which production is not commingled down hole shall be considered as a one-well charge providing each completion is considered a separate well by the governing regulatory authority.
 - [3] An inactive gas well shut in because of overproduction or failure of purchaser to take the production shall be considered as a one-well charge providing the gas well is directly connected to a permanent sales outlet.
 - [4] A one-well charge may be made for the month in which plugging and abandonment operations are completed on any well.
 - [5] All other inactive wells (including but not limited to inactive wells covered by unit allowable, lease allowable, transferred allowable, etc.) shall not qualify for an overhead charge.
- (3) The well rates shall be adjusted as of the first day of April each year following the effective date of the agreement to which this Accounting Procedure is attached. The adjustment shall be computed by multiplying the rate currently in use by the percentage increase or decrease in the average weekly earnings of Crude Petroleum and Gas Production Workers for the last calendar year compared to the calendar year preceding as shown by the index of average weekly earnings of Crude Petroleum and Gas Fields Production Workers as published by the United States Department of Labor, Bureau of Labor Statistics, or the equivalent Canadian index as published by Statistics Canada, as applicable. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.

B. Overhead - Percentage Basis

- (1) Operator shall charge the Joint Account at the following rates:
 - (a) Development

Percent (%) of the cost of Development of the Joint Property exclusive of costs provided under Paragraph 9 of Section II and all salvage credits.

(b) Operating

Percent (%) of the cost of Operating the Joint Property exclusive of costs provided under Paragraphs 1 and 9 of Section II, all salvage credits, the value of injected substances purchased for secondary recovery and all taxes and assessments which are levied, assessed and paid upon the mineral interest in and to the Joint Property.

- (2) Application of Overhead Percentage Basis shall be as follows:

 For the purpose of determining charges on a percentage basis under Paragraph 1B of this Section III, development shall include all costs in connection with drilling, redrilling, deepening or any remedial operations on any or all wells involving the use of drilling crew and equipment; also, preliminary expenditures necessary in preparation for drilling and expenditures incurred in abandoning when the well is not completed as a producer, and original cost of construction or installation of fixed assets, the expansion of fixed assets and any other project clearly discernible as a fixed asset, except Major Construction as defined in Paragraph 2 of this Section III. All other costs shall be considered as Operating.
- 2. Overhead Major Construction To be negotiated

To componente Operator for overhead costs incurred in the construction and installation of fixed assets, the apparation of fixed assets, and any other project clearly discernible as a fixed asset required for the development and operation of the Joint Property, Operator shall either negotiate a rate prior to the beginning of construction, or shall charge the Joint Account for Overhead based on the following rates for any Major Construction project in excess

C. ______% of total costs in excess of \$1,000,000.

Total cost than mean the gross cost of any one project. For the purpose of this paragraph, the component parts single project shall not be treated coparately and the cost of drilling and weakever wells shall be excluded.

3. Amendment of Rates

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

IV. PRICING OF JOINT ACCOUNT MATERIAL PURCHASES, TRANSFERS AND DISPOSITIONS

Operator is responsible for Joint Account Material and shall make proper and timely charges and credits for all material movements affecting the Joint Property. Operator shall provide all Material for use on the Joint Property; however, at Operator's option, such Material may be supplied by the Non-Operator. Operator shall make timely disposition of idle and/or surplus Material, such disposal being made either through sale to Operator or Non-Operator, division in kind, or sale to outsiders. Operator may purchase, but shall be under no obligation to purchase, interest of Non-Operators in surplus condition A or B Material. The disposal of surplus Controllable Material not purchased by the Operator shall be agreed to by the Parties.

1. Purchases

Material purchased shall be charged at the price paid by Operator after deduction of all discounts received. In case of Material found to be defective or returned to vendor for any other reason, credit shall be passed to the Joint Account when adjustment has been received by the Operator.

2. Transfers and Dispositions

Material furnished to the Joint Property and Material transferred from the Joint Property or disposed of by the Operator, unless otherwise agreed to by the Parties, shall be priced on the following bases exclusive of cash discounts:

A. New Material (Condition A)

- (1) Tubular goods, except line pipe, shall be priced at the current new price in effect on date of movement on a maximum carload or barge load weight basis, regardless of quantity transferred, equalized to the lowest published price f.o.b. railway receiving point or recognized barge terminal nearest the Joint Property where such Material is normally available.
- (2) Line Pipe
 - (a) Movement of less than 30,000 pounds shall be priced at the current new price, in effect at date of movement, as listed by a reliable supply store nearest the Joint Property where such Material is normally available.
 - (b) Movement of 30,000 pounds or more shall be priced under provisions of tubular goods pricing in Paragraph 2A (1) of this Section IV.
- (3) Other Material shall be priced at the current new price, in effect at date of movement, as listed by a reliable supply store or f.o.b. railway receiving point nearest the Joint Property where such Material is normally available.

B. Good Used Material (Condition B)

Material in sound and serviceable condition and suitable for reuse without reconditioning:

- (1) Material moved to the Joint Property
 - (a) At seventy-five percent (75%) of current new price, as determined by Paragraph 2A of this Section IV.
- (2) Material moved from the Joint Property
 - (a) At seventy-five percent (75%) of current new price, as determined by Paragraph 2A of this Section IV, if Material was originally charged to the Joint Account as new Material, or

(b) at sixty-five percent (65%) of current new price, as determined by Paragraph 2A of this Section IV, if Material was originally charged to the Joint Account as good used Material at seventy-five percent (75%) of current new price.

The cost of reconditioning, if any, shall be absorbed by the transferring property.

C. Other Used Material (Condition C and D)

(1) Condition C

Material which is not in sound and serviceable condition and not suitable for its original function until after reconditioning shall be priced at fifty percent (50%) of current new price as determined by Paragraph 2A of this Section IV. The cost of reconditioning shall be charged to the receiving property, provided Condition C value plus cost of reconditioning does not exceed Condition B value.

(2) Condition D

All other Material, including junk, shall be priced at a value commensurate with its use or at prevailing prices. Material no longer suitable for its original purpose but usable for some other purpose, shall be priced on a basis comparable with that of items normally used for such other purpose. Operator may dispose of Condition D Material under procedures normally utilized by the Operator without prior approval of Non-Operators.

D. Obsolete Material

Material which is serviceable and usable for its original function but condition and/or value of such Material is not equivalent to that which would justify a price as provided above may be specially priced as agreed to by the Parties. Such price should result in the Joint Account being charged with the value of the service rendered by such Material.

E. Pricing Conditions

- (1) Loading and unloading costs may be charged to the Joint Account at the rate of fifteen cents (15¢) per hundred weight on all tubular goods movements, in lieu of loading and unloading costs sustained, when actual hauling cost of such tubular goods are equalized under provisions of Paragraph 5 of Section II.
- (2) Material involving erection costs shall be charged at applicable percentage of the current knocked-down price of new Material.

3. Premium Prices

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

4. Warranty of Material Furnished by Operator

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

V. INVENTORIES

The Operator shall maintain detailed records of Controllable Material.

1. Periodic Inventories, Notice and Representation

At reasonable intervals, Inventories shall be taken by Operator of the Joint Account Controllable Material. Written notice of intention to take inventory shall be given by Operator at least thirty (30) days before any inventory is to begin so that Non-Operators may be represented when any inventory is taken. Failure of Non-Operators to be represented at an inventory shall bind Non-Operators to accept the inventory taken by Operator.

2. Reconciliation and Adjustment of Inventories

Reconciliation of a physical inventory with the Joint Account shall be made, and a list of overages and shortages shall be furnished to the Non-Operators within six months following the taking of the inventory. Inventory adjustments shall be made by Operator with the Joint Account for overages and shortages, but Operator shall be held accountable only for shortages due to lack of reasonable diligence.

3. Special Inventories

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

4. Expense of Conducting Periodic Inventories

The expense of conducting periodic Inventories shall not be charged to the Joint Account unless agreed to by the Parties.

EXHIBIT "D"

INSURANCE

- 1. Workmen's Compensation to cover full liability under the Workmen's Compensation Law of the State where operations are being conducted.
- 2. Employer's Liability Insurance with a limit of not less than \$100,000.00.
- 3. General Comprehensive Liability and Automobile Liability with bodily injury limits of \$100,000.00 per person and \$300,000.00 per occurrence and property damage of \$100,000.00 per occurrence.

GAS BALANCING AGREEMENT

Each party has made or will make arrangements to sell or utilize its share of the gas produced from the wells covered hereby, and this agreement shall be considered a separate and distinct agreement as to each separate well completion ("said well") under the Operating Agreement. However, one or more of the parties may not be disposing of their interest in the gas production from time to time; therefore, to permit each party to produce and dispose of its interest in the gas production from said well with as much flexibility as possible, the parties hereto agree to the storage and balancing arrangement herein set forth.

1.

from and after the date of initial delivery of gas from said well, during any period when a party is taking less than its full share of the gas produced from said well, any other party may produce from said well and take or deliver to a purchaser, each month, all or part of that portion of the allowable gas production which is not produced by a party taking less than its full share; provided, however, no party shall be entitled to take or deliver to a purchaser in excess of two hundred percent (200%) of its current share of the volume capable of being delivered or of the allowable gas production assigned thereto by the regulatory authority having jurisdiction, whichever is less. The parties hereto shall share in and own the liquid hydrocarbons recovered from such gas by lease equipment in accordance with their respective interests.

2.

On a cumulative basis, a party taking less than its full share of the gas produced shall be credited with gas in storage equal to its full share of the total gas produced, less such party's share of the gas used in the operation of said well or vented or lost, and less that portion of the gas such party took or delivered to a purchaser. The Operator of the well will maintain an account of the gas balance as between the parties hereto and will furnish each party monthly statements showing the total quantity of gas produced, the portion thereof used in operations, vented or lost, the total quantity of gas taken by each party, and the monthly and cumulative over and under delivery of each party.

3.

After notice to the Operator, any party may at any time begin taking or delivering to a purchaser its full share of the gas produced (less such party's share of gas used in operations, vented or lost). To allow the recovery of gas in storage and to balance the gas account of the parties in accordance with their respective interests, a party with gas in storage shall be entitled to take or deliver to a purchaser its current share of the gas produced (less such party's share of gas used in operation, vented or lost), plus a share of gas not exceeding its gas in storage determined by multiplying twenty-five percent (25%) of the interest in current gas production of the party or parties without gas in storage by a fraction, the numerator of which is the interest in said well of such party with gas in storage and the denominator of which is the total percentage interest in said well of all parties with gas in storage currently taking or delivering to a purchaser.

Nothing herein shall be construed to deny any party the right, from time to time, to produce and take or deliver to its purchaser its full share of the allowable gas production to meet any deliverability tests.

5.

During the term of this agreement, it shall be each party's responsibility to pay or cause to be paid its own royalty owners (and the term "royalty owners" shall include owners of royalties, overriding royalties, production payments and similar interests), as they may be entitled respectively to be paid.

Each party producing and taking or delivering gas to its purchaser shall pay or cause to be paid any and all production taxes due on such gas.

7.

Should production of gas from said well by permanently discounted before the gas account is balanced, settlement will be made between the underproduced and overproduced parties. In making such settlements, the underproduced party or parties will be paid a sum of money by the overproduced party or parties based on the price as defined below of the last accrued overproduction and equal to the volume of overproduction of each such party subject to settlement, less applicable taxes theretofore paid. For gas sold which is not subject to price regulation by any valid sold which is not subject to price regulation by any valid authority having jurisdiction, the price basis shall be the price received for sale of the gas. For gas sold which is subject to price regulation under the Natural Gas Policy Act of 1978 or by any price regulation under the Natural Gas Policy Act of 1978 or by any cathority having jurisdiction, the price basis shall be the rate authority having jurisdiction, the price basis shall be the rate collected from time to time which is not subject to possible refund, as provided by such authority applicable to the gas sold from said as provided by such authority applicable to the gas sold from said well, plus any additional collected amount which is not ultimately required by said authority to be refunded, such additional collected amount to be accounted for at such time as final determination is made with respect thereto.

8.

This agreement shall be and remain in force and effect for a term concurrent with the term of the Operating Agreement between the parties.

9.

Nothing herein shall change or effect each party's obligations to pay its proportionate share of all costs and liabilities incurred, as its share thereof is set forth in the Operating Agreement.

Exhibit "F"

EQUAL EMPLOYMENT OPPORTUNITY PROVISION

During the performance of this contract, Operator (Adams Exploration Company) agrees as follows:

- 1. The Operator will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Operator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action 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 Operator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2. The Operator will, in all solicitations or advertisements for employees placed by or on behalf of the Operator, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3. The Operator will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Operator's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4. The Operator will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5. The Operator will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 6. In the event of the Operator's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part, and the Operator may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Iabor, or as otherwise provided by law.
- 7. The Operator will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Operator will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Operator becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Operator may request the United States to enter into such litigation to protect the interests of the United States.

Operator acknowledges that it may be required to file Standard Form 100 (EDO-1) promulgated jointly by the Office of Federal Contract Compliance, the Equal Employment Opportunity Commission and Plans for Progress with Joint Reporting Committee, Federal Depot, Jeffersonville, Indiana, within thirty (30) days of the date of contract award if such report has not been filed for the current year and otherwise comply with or file such other compliance reports as may be required under Executive Order 11246, as amended and Rules and Regulations adopted thereunder.

Operator further acknowledges that he may be required to develop a written affirmative action compliance program as required by the Rules and Regulations approved by the Secretary of Labor under authority of Executive Order 11246 and supply Non-Operators with a copy of such program if they so request.

Operator assures Non-Operators that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. For this purpose, it is understood that the phrase "segregated facilities" includes facilities which are in fact segregated on a basis of race, color, religion, or national origin, because of habit, local custom or otherwise. It is further understood and agreed that maintaining or providing segregated facilities for its employees or permitting its employees to perform their services at any location under its control where segregated facilities are maintained is a violation of the equal opportunity clause required by Executive Order 11246 of September 24, 1965.

Operator further understands and agrees that a breach of the assurance herein contained subjects it to the provisions of the Order at 41 CFR Chapter 60 of the Secretary of Labor dated May 21, 1968, and the provisions of the equal opportunity clause enumerated in contracts between the United States of America and Non-Operators.

Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 8 1001.

EXHIBIT "G" RELATIONSHIP OF THE PARTIES AND TAX PROVISIONS

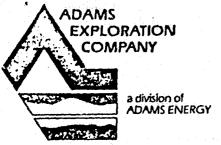
The rights, duties, obligations and liabilities of the Parties hereunder shall be several and not joint or collective. It is not the purpose or intention of this Agreement to create any mining partnership, commercial partnership or other partnership relation and none shall be inferred from the agreement below to file no election to be excluded from the application of certain United States tax laws.

Each Party agrees not to elect to be excluded from the application of Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code of 1954, and all amendments thereto. Operator shall prepare and file the necessary United States partnership tax returns. In preparing such returns Operator shall use its best efforts, but in doing so, shall incur no liability to the Parties with regard to such returns. Prior to filing such returns, Operator shall submit copies to the Parties in sufficient time prior to the due date, plus any extension thereof, to permit review and approval thereof. It is agreed that the accrual method of accounting shall be adopted by the tax partnership and such accounting shall be maintained on a calendar year basis. It is agreed further that the tax partnership shall elect, pursuant to Section 263 of the Internal Revenue Code of 1954 to expense as incurred all intangible drilling and development costs.

The Parties agree that for United States income tax purposes, the gains and losses from sales, abandonments and other disposition of property (other than oil or gas) and all classes of costs, expenses and credits, including depreciation and depletion, shall be shared and accounted for in any applicable partnership income tax return as follows:

- (a) The production costs shall be allocated as deductions to each Party in accordance with its respective contributions to such costs.
- (b) The exploration costs and intangible drilling and development costs shall be allocated as deductions to each Party in accordance with its respective contributions to such costs.
- (c) The depreciation on tangible equipment shall be allocated to each Party in accordance with its resepctive contributions to the adjusted basis of such equipment.
- (d) The deduction for statutory depletion under Section 613 of the Internal Revenue Code shall be accounted among the Parties in the same ratio as the respective Parties realize gross income subject to statutory depletion. If applicable, the deduction for cost depletion under Section 611 of the Internal Revenue Code shall be allocated to each Party in accordance with its respective contributions to the adjusted basis for depletion in properties.
- (e) Gains and losses from each sale, abandonment or other disposition of property (other than oil or gas) shall be attributed to the Parties in such manner as to reflect the gains and losses that would have been includable in their respective income tax returns if such property were held by the Parties outside this Agreement. The computations shall take into account each Party's share of the proceeds derived from each sale or other disposition of such property during the year, selling expenses, and the Party's respective contributions to the unadjusted cost basis of such property, less any allowed or allowable depreciation, depletion, amortization or other deductions which have been allocated to each Party with respect to such property as provided herein
- (f) All other classes of costs, expenses and credits not falling within Paragraphs (a), (b), (c), (d), and (e) above shall be allocated to and accounted for by each Party in accordance with its respective contributions to such costs, expenses and credits.

As used in this Section, the term "adjusted basis" shall mean the adjusted basis as defined in Section 1011 of the United States Internal Revenue Code of 1954.



| | Towns Server and | and the second s | AT DESCRIPTION OF THE PARTY OF |
|-------------|------------------|--|---|
| Cheshalow | BEFORE | EXAMINE | R NUTTER |
| | , oil coi | VS SRVATIO | N DIVISION |
| AN | amo | EXHIBIT N | 10. 8 |
| CAS | E NO. | 6622 | |
| EXELUCION : | E-41.17512045. | F. Survey Caudit 2 Mars | the second second |

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|--|---|---|--|-------------------------------|----------------------|
| AUTHORITY FOR | EXPENDITURE | | | | |
| WELL NAME: | MALAGA PROSPEC | <u>r </u> | | | |
| COUNTY: | Eddy | - 2 | STATE: New Mex | <u>x</u> ico | |
| LOCATION: | Sec. 15, T-24-5 | 5, R-28-E | | | <u> </u> |
| PROPOSED DEPTH | : 13,200' | FORMA | TION: Morrow | DIL or GAS | Gas |
| DATE: 5-3-79 | AMENDED: | 17-9 | -79 2 | 3 | |
| that this AF | g is an estima E shall be you s as are neces wing sum. Blo estimate. | or autho ssary, w | rity to drill Thether the co | said well | and incur or less |
| I LEASEHOLD CO 1. Acreage 2. Legal 3. Commiss: 4. Other TOTAL L | Costs | | ESTIMATED CO | ST ACUTA | AL COST |
| TT COUTOMENT DE | THE CASTAGE | OTNT | | | |
| Casing 6. Conduct 7. Surface 8. Interm. 19. Liner 2 10. Bradenh | guards & Road 1800' 5" 1289/c cor 40'-16"@ 140 e 600' 13-3/& 200 10,000 9-5/& 180 250' 7-5/& 140 | Eqpt ft 00 \$/cft 17 \$/cft 00 \$/cft | 23,200 700 12,300 187,200 54,100 21,000 | | |
| 11. Float, 12. Misc Le Fencing | Centralizers, ase Eqpt. | etc. | 10,000 15,000 323,500 | | |
| 13. Surveyi 14. Dirt Wo | rk - Roads, L Damages g: . | | film and a second | | |
| 17. Daywork 18. Turnkey | 70 daysus. | 00 6 \D | 350,000 | | |
| 19. Lump 50 | m (MI MO RU RI |)) · | 50,000 | | |

| Malaga | Prospect | AFL we cause a sub- | PAGE 2 ACTUAL COST |
|--------|--|-----------------------|-----------------------|
| ADAMS | EXPLORATION COMPANY | ESTIMATED COST | ALTUAL COST |
| | | 68,000 | |
| 20. | Bits | 30,000 | |
| 21. | fuel | 30,000 | |
| 22. | Water Drlg Mud & Chemicals | 100,000 | |
| 23. | Cementing Services | 1 000 | |
| 24. | Cementing Solver | 1,000 | |
| 24. | Conductor | 6 000 | |
| 25. | Surface Intermediate | 6,000 | |
| 26. | Liner 7-5/8 | 10,000 | |
| 27. | Drill Stem Tests | | · |
| 28. | • • 0000 0300 | 4,000 | |
| | 2 @ 2000 each Eoring & - Core - Analysis Mudlog | 10,000 | |
| 29. | A La Dala I ANAINU | 30,000 | |
| 30. | TALLIAMONI REIJUUL | 10,000 | |
| 31. | | $\frac{3,000}{2,000}$ | |
| 32. | to all the property of the contract of the con | TOTAL MAIN | |
| 33. | m . A cast Micc. Labor-059 0'0" | etc | |
| 34. | libbical Services | | |
| 35. | | 10,000 5,000 | |
| 36. | Cupervision | 38,000 | |
| 77 | - 1: | 38,000 | |
| 37. | TOTAL TRIANGIBLE COSTS | 835,500 | |
| | BEFORE CASING POINT | | |
| | | | |
| | TOTAL TANGIBLE COSTS | 323,500 | |
| | BEFORE CASING POINT | | |
| | · · · · · · · · · · · · · · · · · · · | | |
| | TOTAL COSTS BEFORE | 1,159,000 | |
| | CASING POINT | | |
| | Une and | | |

| ADAMS EXPLORATION COMPANY | AFE | PAGE 3 |
|--|--|-------------|
| | ESTIMATED COST | ACTUAL COST |
| THE CONTROL ACTED CACING DOING | | |
| IV EQUIPMENT AFTER CASING POINT | 22 200 | • |
| 38. Production Galang 5 "@12,89/cft | 23,200 | |
| 39. Tubing 2-7/8"@ 5.003/cft | 60,000 | |
| 40. Remaining Well Head | 25,000 | · |
| 41. Prod. Csg. Float Eqpt. | | |
| Pumping Eqpt. | | |
| 42. Pumping Unit | | |
| 43. Prime Mover | | |
| 44. Rods | | |
| 45. Bottom Hole Pump | | |
| | | |
| 46. Surface Pumping Eqpt. | | · |
| 47. Dil Tanks | 9,000 | |
| 48. SWD Tanks | 3,000 | <u></u> |
| 49. Heaters & Separators | 15,000 | |
| 50. Flowlines & Battery Connection | s 3,000 | |
| 51. Misc. Lease Egpt. | | |
| Chemical Pump, etc. | 5,000 | |
| 52. Packers, Plugs & Sleeves | 3,000 | |
| TOTAL TANGIBLES ACP | 146,200 | |
| IDIAL TANGIDED ACP | 140,200 | * |
| | | |
| V INTANGIBLE COSTS AFTER CASING POI | | |
| 53. Dirt Work - Battery | 2,500 | <u></u> |
| Cementing Services | Albania . | |
| 54. Production Casing | 11,000 | |
| 55. Squeezing | | |
| 56. Cased Hole Logs & Temp. Sur. | AV - 148 # 60 | |
| 57. Perforating | 6,000 | |
| Stimulation | | . <u></u> |
| 58. Acid | 15,000 | |
| | | |
| 59. Fracture Treatment | 9 000 | |
| 60. Pulling Unit | 8,000 | |
| 61. Tool & Equipment Rental | | <u> </u> |
| 62. Trucking | | <u> </u> |
| 63. Welding | ************************************** | |
| 64. Misc. Labor | 26,000 | |
| 65. Engineering Services | 5,000 | |
| Supervision | 3,000 | |
| 66. Contingencies 5 % | 3,800 | |
| TOTAL INTANGIBLE COSTS ACP | 80,300 | |
| | 00,000 | |
| TOTAL TANGIBLE COSTS ACP | 146 200 | |
| TOTAL TANGEBLE COSTS ACE | 146,200 | |
| TOTAL COCTO ALTER CCC OT | 200 500 | |
| TOTAL COSTS AFTER CSG. PT. | 226,500 | |
| | | |
| TOTAL COSTS BEFORE CSG.PT. | 1,199,000 | |
| Salah da Sa | | |
| TOTAL WELL COSTS | 1,385,500 | |
| | | • |
| | | |
| PREPARED BY: John.T. Berry | | |
| The state of the s | | |
| ACCEPTED AND AGREED TO: | | |
| TUBERTED AND AGREED TO: | | |
| COMPANY. | | DATE: |
| COMPANY: BY: | | _ UNIL: |

· Malaga Prospect

ADAMS EXPLORATION COMPANY

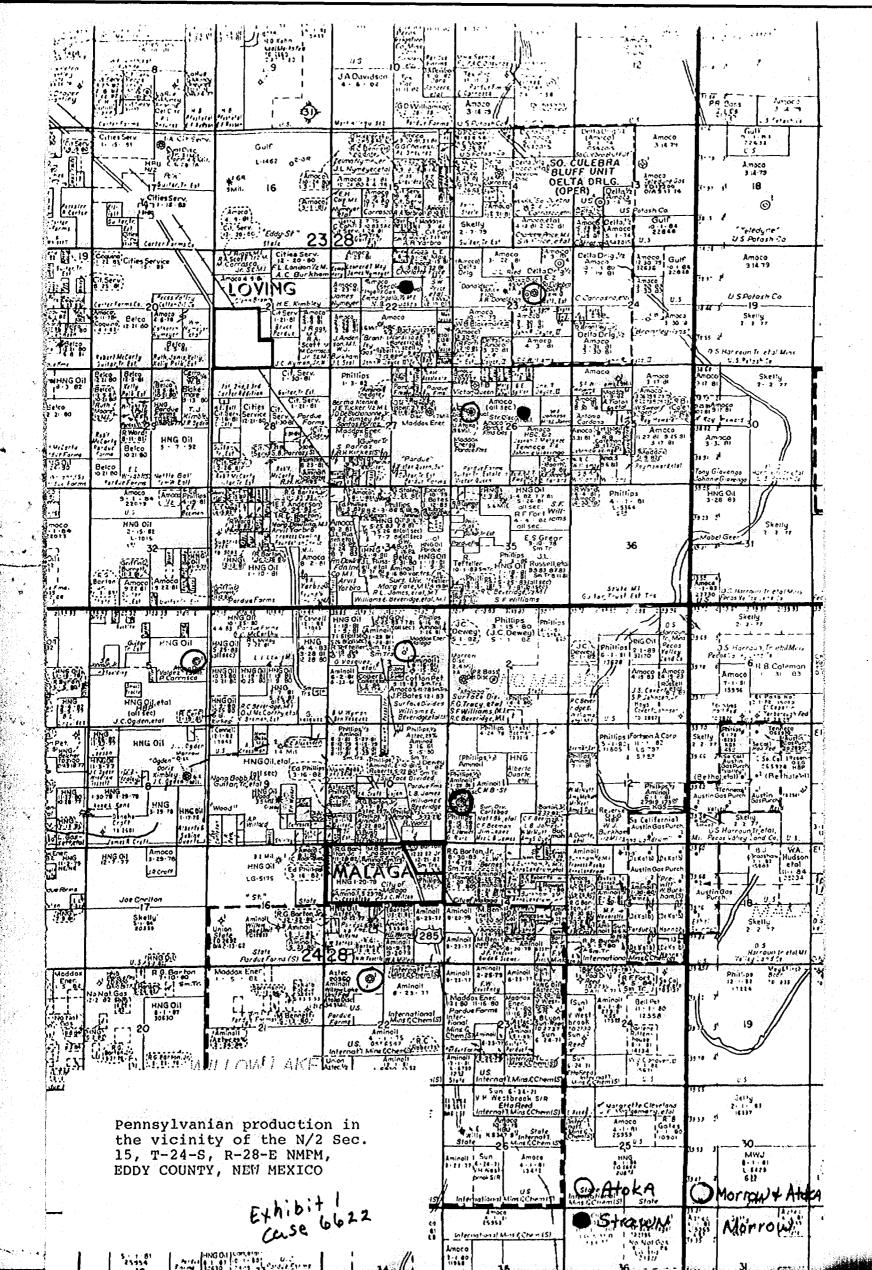
DRILLING & COMPLETION COST ESTIMATE CONTINGENCY IF ATOKA NOT ABNORMAL PRESSURED

DRILLING PHASE COST CHANGE ESTIMATE

| 7-5/8" Casing | (\$54,100 |) |
|------------------------------|-------------|----|
| Cementing Service & Supplies | (15,000 |) |
| Extra Rig Time | (20,000 |) |
| Extra Bits | (6,000 |). |
| Extra Drilling Mud | (20,000 | |
| Extra Tubing | (8,000 | • |
| Excia labing | (\$123,100) | |

COMPLETION PHASE COST CHANGE ESTIMATE

| Extra 5" Li Extra Cemer | \$ 20,600 5,000 | |
|----------------------------|------------------------------|-------------|
| | Total Completion Cost Change | \$ 25,600 |
| | Total Less Cost | (\$ 97,500) |



Malaga Compulsory Pooling

Ex 2 Case 6622

Unleased mineral owners in the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO who have not leased their interests or made other arrangements to join in the drilling of the proposed Morrow well. All of the below descriptions that contain Lot and Block numbers or which refer to the Town of Malaga refer to the Second Amended Plat of the Town of Malaga of record in the office of the County Clerk of Eddy County, New Mexico. All the acreage figures are more or less and include the particular tract's share of any and all adjoining easements.

The percentages set forth below are the participation percentages for each particular owner assuming a proration unit comprised of the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO, containing 323.785 acres, more or less.

| Record Owner | <u>Land</u> | Percentage of Unit |
|--|---|--------------------|
| Heirs or Devisees of Jose Morales, Deceased c/o Eloisa Morales 993 Warden Ave. San Leandro, CA 94577 | Lots 4 and 5, Block 4, .209 acs | .06454% |
| ball bealidto, CA 34377 | | |
| Louis Carnero 608 Presidio Carlsbad, NM 88220 | Lot 10, Block 4, .229 acs | .07072% |
| Joe F. Franco et ux Lorena Rt. 1, Box 139 B | Lot 13, Block 4, .105 acs | .03242% |
| Carlsbad, NM 88220 | | |
| Norman Gerlach 11480 SW Walnut St. Tigard, OR 97223 | Lot 16, Block 4, .105 acs | .03242% |
| American Electric Company P. O. Box 878 St. Joseph, MO 64502 | E/100' of Lots 14 and 15, Block 6, .164 acs | .05065% |
| Spear Brothers Sheep & Cattle Co. | Lot 21, Block 8, | .09203% |
| 603 Seco Hobbs, NM 88240 | Und. 1/2 int. in Lot 13, Block 11, | .04601% |
| | .298 acs (.149 net acs) Und. 1/2 int. in Lot 21, Block 15, | .01683% |
| | .109 acs (.0545 net acs) Und. 1/2 int. in Lot 10, Block 76, .172 acs (.086 net acs) | .02656% |
| Charlotte E. Cook c/o L. L. Cook Rt. 2 Gallatin, MO 64640 | Und. 1/2 int. in Lot 1, Block 18, .257 acs (.1285 net acs) | .03968% |

| Record Owner | Land | Percentage of Unit |
|--|--|--|
| Nancy Galloway 404 Glendale Carlsbad, NM 88220 | Lot 1, Block 20, .372 acs | .11489% |
| Hayward Filter Co. / 41 Treasure Isle Laguna Beach, CA 92651 | Lot 8, Block 28, .372 acs | .11489% |
| Paul V. Stratton General Delivery Walton, KS 67151 | Lot 10, Block 28, .207 acs | .06393% |
| Roxie Williams Loving, NM 88256 | Und. 1/2 int. in Lot 2, Block 36 .207 acs | .03196% |
| Stephen Frank Williams Malaga, NM 88263 | Und. 1/2 int. in Lot 2, Block 36, | .03196% |
| | .207 acs (.1035 net acs) Lot 4, Block 60, | .06393% |
| Cora Enderude 219 N. Osage Caldwell, KS 67022 | .207 acs | |
| Candelario Carrasco / P. O. Box 93 Loving, NM 88256 | Lot 9, Block 63, .207 acs | .06393% |
| Estate of Tomas Ruiz, / Deceased c/o Buford L. Norrid | Lot 2, Block 65, .218 acs | .06732% |
| P. O. Drawer 370 Carlsbad, NM 88220 | | e de la companya de l |
| Charles L. Tubbs et ux Mollie P. O. Box 1542 | Lot 6, Block 69, (.218 acs) Lot 13, Block 15 (.115 acs) | , .10284% |
| Roswell, NM 88201 Jane Reese | .333 acs altogether Lot 7, Block 69, | .12106% |
| 265 E. Key Blvd. Midwest City, OK 73110 | .392 acs | |
| Ronald O. Logsdon, M.D. Ronald O. Logsdon, Jr. | Und. 1/2 int. in Lot 7, Block 77, | .03196% |
| 2517 Tamarick Dr. Santa Rosa, CA 95405 | .207 acs (.1035 net acs) | |
| Ora L. Weiss 2517 Tamarick Dr. Santa Rosa, CA 95405 | Und. 1/2 int. in Lot 7, Block 77, .207 acs (.1035 net acs) | .03196% |
| bulled Robal Oil 20100 | | |

| Record Owner | Land | Percentage of Unit |
|--|---|--------------------|
| Heirs or devisees of Walter Powers, Deceased c/o Christine L. Murphy Davis, Graham & Stubbs 2600 Colorado National Bldg. Denver, Colorado 80202 | Und. 1/4 int. in Lot 2, Block 80, .207 acs (.05175 net acs) | .01598% |
| Heirs or devisees of John Powers, Deceased c/o Dr. George H. Powers 4411 Palo Verza Dr. Phoenix, Arizona 85018 | Und. 1/4 int. in Lot 2, Block 80, .207 acs (.05175 net acs) | .01598% |
| | | |
| Heirs or devisees of Victor Powers, Deceased c/o Dorothy Powers Montgomery 631 Hubbard Ave. Santa Clara, CA 95051 | Und. 1/4 int. in Lot 2, Block 80, .207 acs (.01575 net acs) | .01598% |
| Michelle G. Davis 2406 Janet St. Kissimmee, Florida 32741 | Lot 13, Block 81, .207 acs | .06393% |
| State of New Mexico c/o Office of the Director of Property Control Room 106 Bataan Memorial Bldg. Santa Fe, NM 87503 Attn: Harold Barnes | Block 86, 4.077 acs | 1.25916% |
| Julia E. Weiss c/o Helen H. Weiss Lake Valhalla 2-26 Macleary Montville, New Jersey 07045 | Lot 11, Block 95, .172 acs | .05312% |
| Florence D. Samuels 1200 Humboldt Denver, CO 88218 | Lot 7, Block 102, .218 acs | .06732% |
| Estate of A. R. Ogden, Deceased c/o O. Ogden Rt. 2, Box 275 Aurora, OR 97002 | Lot 13, Block 106, .207 acs | .06393% |

| Record Owner | Land | Percentage of Unit |
|--|---|--------------------|
| Lyle B. Butz II et ux Jessie Pearl 814 W. 8th Los Angeles, CA 90017 | Lot 12, Block 33, .172 acs | .05312% |
| Los migeres, on 1001, | | |
| Ed Dunagan Insurance 212 N. Stevens Carlsbad, NM 88220 | Lot 9, Block 102, .218 acs | .06732% |
| New Mexico Osage Royalty P. O. Box 157 Roswell, NM 88201 | Und. 3/8 int. in Lot 13, Block 27, .172 acs (.0215 net acs) | .00664% |
| | | |

The Right Reverand Anthony /
J. Schaler, S. J. Roman
Catholic Bishop
c/o Catholic Church
Malaga, NM 88263

BEGINNING at a point 260' .12384%

W of the NE corner Sec. 15;

THENCE S 175' for the SE
corner of this tract;

THENCE W 100' for the SW
corner of this tract;

THENCE N 175' to the N line
of Sec. 15 for the NW
corner of this tract;

THENCE E 100' to the point
of beginning, containing
.401 acs, more or less.

Land

Percentage of Unit

2.94763%

The Malaga Land and Improvement Company No known address

Congress;

That portion of the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO lying East of the W/2 W/2 W/2 NW/4 Sec. 15 and West and Southwest of the Town of Malaga, being a strip of land approximately 160' wide at the N/line of the N/2 Sec. 15, 152' wide at the S/line of the N/2 Sec. 15, and approximately 2665' long, containing 9.544 acres, more or or less.

.53677%

That portion of the NW/4 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO lying East of the above described strip of land and South of the Town of Malaga, being approximatey 30' long at its West end, 40' long at its East end and 2163' wide, containing 1.738 acres, more or

GRAND TOTALS

21.48425 net acs

6.63534 %

Note: The participation figures for all owners and the acreage and participation figures for The Malaga Land and Improvement Company are based on the N/2 Sec. 15 containing approximately 323.785 acres which is the acreage that the N/2 Sec. 15 would contain on the basis of the Resurvey of Sec. 15 authorized by General Land Office Letter "E" dated August 1, 1940.

Malaga Compulsory Pooling

Oil and Gas leasehold owners in the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO, who have not made acceptable arrangements to farmout their interests or join in the drilling of the proposed Morrow test well. All of the below descriptions that contain Lot and Block numbers or which refer to The Town of Malaga refer to the Second Amended Plat of the Town of Malaga of record in the office of the County Clerk of Eddy County, New Mexico. All acreage figures are more or less and include the particular tract's share of any and all adjoining easements. The percentages set forth below are the participation percentages for each particular owner assuming a proration unit comprised of the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO, containing 323.785 acres, more or less.

Record Owner

Land

Percentage of Unit

J. R. Rowan and wife, Tommie D. Rowan P. O. Box 162 Midland, Texas 79701

R. C. Roberts and wife, Ruth Roberts 100 Oil and Gas Bldg. Midland, Texas 79701

Lots 1 (.293 acs), 2, 3 (.419 acs), 11, 12, 17 (.314 acs), and 20 (.157 acs), Block 4, 1.183 acs altogether

Lot 1, Block 6, .272 acs

Lot 7, Block 6, .298 acs

Lot 13, Block 9, .413 acs

Lots 8-11, Block 13, .419 acs

Lots 16 and 17, Block 13 .335 acs

Lot 29, Block 14, .149 acs

Lots 2,3,4,6,7,8,9,11,12 (.100 acs each), 15,18 (.160 acs each), 16, 17 (.320 acs each), Block 16, 1.860 acs altogether

Lot 14, Block 17, .257 acs

Lot 8, Block 81, .372 acs

Lot 14, Block 96, .207 acs

Lot 12, Block 101, .218 acs

Lot 12, Block 107, .218 acs

W/2 SW/4 NW/4 NW/4 Sec. 15, 5.024 acs Exhibit 3 Case 6622

Record Owner

Land

Percentage of Unit

Tract out of NE/4 NE/4
NE/4 Sec. 15, approximately
181'x179', containing
.744 acs described as follows:
COMMENCING at a point 470'
S of NE corner of Sec. 15,
then 240' E to the place of
beginning;
THENCE N 181';
THENCE W 179';
THENCE S 181';
THENCE E 179' to the point
of beginning.

Tract out of W/2 Tract 1 in NE/4 Sec. 15, being all of the W/2 Tract 1 less the 179'x181' tract described above and the E/151' of the N/135' of the W/2 Tract 1, .904 acs

4.315 acs out of the NE/4
NE/4 Sec. 15, being Tract 2
in Malaga described as follows:
COMMENCING at the NE corner of
Sec. 15
THENCE S 40'
THENCE W 412' to the point of
beginning;
THENCE S 430';
THENCE W 400';
THENCE N 430';
THENCE E 400' to the point of
beginning (owned in fee by Rowan,
Roberts et al)

Total acres

17.188

Total percentage 5.30846%

Net acres of Rowan and Roberts

11.835333

Net percentage of Rowan and Roberts

3.5553%

Record Owner

Roy G. Barton, Jr. P. O. Box 978 Hobbs, NM 88240

Land

Percentage of Unit

Und. 1/2 int. in Lot 13, Block 11, .298 acs (.149 net acs)

Lot 19, Block 12, .120 acs

Und. 1/2 int. in Lot 21, Block 15, .109 acs (.0545 net acs)

Lot 9, Block 23, .207 ac

Und. 1/2 int. in Lot 13, Block 27, .172 acs (owned in fee, .086 net acs)

Lot 12, Block 28, .207 acs

Lot 9, Block 38, .207 acs (owned in fee)

Lots 3 and 5, Block 57, .413 acs

Lot 3, Block 65, .218 acs

Lots 10 (und. 1/2 int.) and 11, Block 76, .344 acs (.258 net acs)

Lot 13, Block 78, .207 acs

Lot 2, Block 83, .218 acs

All of Block 87, 4.077 acs

Lot 7, Block 88, 1.102 acs

Lot 15, Block 98, .207 acs

Lot 11, Block 103, .218 acs

Lot 3, Block 105, .207 acs

Lot 11, Block 107, .218 acs

W/2 NW/4 NW/4 NW/4 Sec. 15, 5.024 acs

Total acres of Roy G. Barton, Jr. 13.3975

Total percentage 4.13762%

Record Owner

Land

Percentage of Unit

Roy G. Barton P. O. Box 978 Hobbs, NM 88240

Lot 17, Block 17, .321 acs

Lot 11, Block 20, .172 acs

Lot 7, Block 23, .372 acs

Lot 6, Block 30, .207 acs

Lot 10, Block 57, .172 acs

Lot 7, Block 61, .372 acs

Lot 14, Block 65, .393 acs

Lot 15, Block 97, .201 acs

Total acres of Roy G. Barton

2.21

Total percentage .68255%

Record Owner

Land

Percentage of Unit

Aminoil USA, Inc. 600 Western United Life Bldg. Midland, Texas 79701 Attn: Bill Johnson

Lot 5, Block 16, .100 acs

70.28% int. in Lot 5, Block 67, .207 acs (.145 net acs)

70.28% int. in Tract 3,
Town of Malaga,
7.689 acs (5.405 net acs)

Totals 5.65 net acs

1.74498%

Southland Royalty Company 1100 Wall Towers West Midland, Texas 79701 Attn: Bob Konecny, Landman

29.72% int. in Lot 5, Block 67, .207 acs (.062 net acs)

29.72% int. in Tract 3, Town of Malaga, 7.689 acs (2.284 net acs)

Totals 2.491 net acs

.769338

| Record Owner | <u>Land</u> | Percentage of Unit |
|---|--|--------------------|
| John P. Bates | Und. 1/2 int. in Lot 15, Block 14, .109 acs, (.0545 net acs) | .01683% |
| Mr. S. G. Merritt P. O. Box 2524 Midland, Texas 79701 | Und. 1/2 int. in Lot 15, Block 14, .109 acs (.0545 net acs) | .01683% |
| Robert B. Coleman 410 W. Ohio, Suite 206 Midland, Texas 79701 | Lot 4, Block 32, .218 acs | .06734% |
| | Lot 14, Block 105, .218 acs | .06734% |
| I. Brad Bennett O. Box 2062 idland, Texas 79702 | Lot 1, Block 59, .372 acs | .30884% |

36.500833 net acs

11.27316%

GRAND TOTALS

KELLAHIN and KELLAHIN

Attorneys at Low

500 Don Gaspar Avenue
Post Office Box 1769

Santa Fe, New Mexico 87501

Jason Kellahin W. Thomas Kellahin Karen Aubrey

Telephone 982-4285 Area Code 505

August 14, 1979

Re: Adams Exploration Company

Dear Mineral Interest Owner:

Our firm represents Adams Exploration Company. Their records reflect that you may have an interest in oil and gas minerals underlying the N/2 of Section 15, Township 24 South, Range 28 East, NMPM, Eddy County, New Mexico.

Please be advised that, in accordance with Section 70-2-17 N.M.S.A. (1978 Comp.) the New Mexico Oil Conservation Division will hold a public hearing in Case No. 6622, as set forth on the enclosed docket, upon Adams Exploration Company's application to compulsory pool your interest underlying this tract in order that they may commence the drilling of a well dedicated to the N/2 of said section.

Very truly yours

W. Thomas Kellahin

certified mail encl. WTK:mf

Exhibit y

case 6622

NO. 168677

RECEIPT FOR CERTIFIED MAIL

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NOT FOR INTERNATIONAL MAIL

(See Reverse)

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No. 768678

RECEIPT FOR CERTIFIED MAIL

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No. 768685

No. 768684

RECEIPT FOR CERTIFIED MAIL

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No. 768685 RECEIPT FOR CERTIFIED MAIL

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No. 768691

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PS Form 3800, Apr. 1976

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768688 No. RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAN. (See Reverse)

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RECEIPT FOR CERTIFIED MAIL

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No. 768694 RECEIPT FOR CERTIFIED MAIL
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PS Form 3800, Apr. 1976

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| | | | | AUG 1 4 | 1979 | |

No. 768695

RECEIPT FOR CERTIFIED MAIL

| No. | 768694 |
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| NO INSURANCE Not for in | COVERAGE PROVIDED— ITERNATIONAL MAR |

(See Reverse) R. Rev. Anthony Schale PO STATE AND UP CODE CONSTILL POSTAMASTER FOR THE SERVICES SPECIAL OF SPECIA SPECIAL DELIVERY RESTRICTED DELIVERY

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FING 11 44 1979 ?

No. 768693 RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See Reverse) PO STATE AND ZIP CODE

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SPECIAL DELIVERY

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AND ALGORITHM

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AND ALG TOTAL POSTAGE AND FEES

AUG 1 4 1979

RECEIPT FOR CERTIFIED MAIL HO INSURANCE COVERAGE PROVIDED— HOT FOR INTERNATIONAL MAIL (See Reverse) SERT TO
Heirs or Devisors of
STREET AND NO.
MAralec POSTAGE 1.28 CERTIFIED FEE -00 : SPECIAL DELIVERY RESTRICTED DELIVERY

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AND ADDRESS OF OCCUPERY

SHOW TO WHOM AND DATE,
AND ADDRESS OF OCCUPERY

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SHOW TO WHOM, DATE AND
ADDRESS OF OCCUPERY WITH
RESTRICTED DELIVERY RESTRICTED DELIVERY .25

SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY

AUG 1 4 1979

TOTAL POSTAGE AND FEES

POSTMARK OR DATE

No. 788702

| | | H | SURANCE COVERAGE PRO DT FOR INTERNATIONAL I (See Reverse) | |
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| 101 | ALF | os | TAGE AND FEES | \$1.53 |
| PO | STM | ARK | OR DATE | 1 |
| | | | 1 A 1979 | |

No. 768701

RECEIPT FOR CERTIFIED MAIL

768700 No.

RECEIPT FOR CERTIFIED MAIL

HO INSURANCE COVERAGE PROVIDED— HOT FOR INTERNATIONAL MAIL

(See Reverse) SENT TO Horence, D. Samuels: STREET AND NO PO STATE AND ZIP CODE POSTAGE s. 28 ONSOLLT POSTURES CONSULT POSTURES CONSULT POSTURES CENTIFIED LEES CONTROLL SERVICES CONTROLL 1.00 SPECIAL DELIVERY RESTRICTED DELIVERY

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AUS 1 4 1979

No. 768699

RECEIPT FOR CERTIFIED MAIL

HO HISURANCE COVERAGE PROVIDED— HOT FOR INTERNATIONAL MAIL (See Reverse)

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PS Form 3800, Apr. 1976

PS Form 3800.

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| | PS Form 3809, Apr. 1976 | n Vet | | 1 A 1978 | |
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RECEIPT FOR CERTIFIED MAIL NO INSURANCE COVERAGE PROVIDED— NAT FOR INTERNATIONAL MAIL (See Fleverse) SENT TO MORE, D. Samuels. PO . STATE AND ZIP CODE POSTAGE s. 78 CERTIFIED FEE 1.00 SPECIAL DELIVERY RESTRICTED DELIVERY RESTRICTED DELIVERY

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No.

768700

No. 768699

RECEIPT FOR CERTIFIED MAIL

HO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL

(See Reverse)

Estate of A.R. Ogden

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| POS | POSTMARK OR DATE AUG 11 4 1979 | | | | | | |

No. 768698

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL

(See Reverse)

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AUG 1 4 1979

PS Form 3800, Apr.

No. 768707 RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL

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| | 0.8 | i FA | E AND ZIP CODE | |
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No. 758706

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL

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No. 768705 RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—

NOT FOR INTERNATIONAL MAIL

(See Roverse)

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768704 No.

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See Reverse)

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NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAR. (See Reverse) Barton PO STATE AND ZIP CODE POSTAGE CERTIFIED FEE .28 1.00 SPECIAL DELIVERY RESIRICTED DELIVERY

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ADDRESS OF DELIVERY WITH

RESTRICTED DELIVERY RESTRICTED DELIVERY ۳.5٦ TOTAL POSTAGE AND FEES \$1.53 POSTMARK OR DATE AUG 1 4 1979

No. 758706

RECEIPT FOR CERTIFIED MAIL

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No. 768705

768704 No.

RECEIPT FOR CERTIFIED MAIL

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No. 768703

RECEIPT FOR CERTIFIED MAIL

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NO HISURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See Powers)

| | | | (See Reverse) | | | | |
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No. 768712

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See Roverse)

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| m 3000, Apr. 1970 | POS | STŴ/ | | JG 1 4 1978 | | |

No. 768709 RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See Reverse)

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| ¢ | | M, DATE AND ELIVERY WITH ELIVERY | ADDRES | | | |
| 53 | 5/.5 | TOTAL POSTAGE AND FEES | | | | |
| iq. | | 4 1979 | ORDAT | RK | TMA | POS |
| | | 4 1979 | | | | |

No. 768708
RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAK

SENT TO

J.R. ROAM TO UIFE

STREET AND NO

PO. STATE AND ZIP CODE

POSTAGE

SPECIAL DELIVERY

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| 73 Form | SENDER: Complete items 1, 2, and 3, Add your address in the "RETURN TO" space on reverse. | | | | | | |
| 75 Form 3811, Nov. 1976 | 1. Thotollowing service is requested (check one). 1. Show to whom and date delivered | | | | | | |
| Nov. 197 | Show to whom, date, & address of delivery45¢ | | | | | | |
| 6 | Show to whom and date delivered | | | | | | |
| | (Pees shown are in addition to postage charges and other fees). | | | | | | |
| | 2. ARTICLE ADDRESSED TO: | | | | | | |
| | Roxie Williams | | | | | | |
| R | Loving, N. M. 88256 | | | | | | |
| RECEIPT | 3. ARTICLE DESCRIPTION: | | | | | | |
| - 1 | REGISTERED NO. CERTIFIED NO. INSURED NO. 76.86.79 | | | | | | |
| 2 | (Always obtain signature of addresses or agent) | | | | | | |
| BECISTERS | I have received the article described above. SIGNATURE Addressee Authorized agent | | | | | | |
| STORES OF THE | DATE OF DELIVERY | | | | | | |
| | (-15-19 PAUG 3 | | | | | | |
| | 5. ADDRESS (Complete only if requested) (15) | | | | | | |
| 200 | 6. UNABLE TO DELIVER BECAUSE: THITTIALS | | | | | | |
| | $\omega r t = \omega r t + \omega r t$ | | | | | | |

| Z For | SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse. |
|--------------------------|--|
| S Form 3811. Nov. 1976 | I. The following service is requested (check one). Show to whom and date delivered |
| RETURN RECEIPT | 2. ARTICLE ADDRESSED TO: American Electric Co. P.O. Bast 878 St. Joseph MO 64502 3. ARTICLE DESCRIPTION: |
| | REGISTERED NO. CERTIFIED NO. INSURED NO. 168678 |
| il | (Always obtain signature of addresses or agent) |
| A USGISSE USE USE SEED A | I have received the article described above. SIGNATURE Addressee Authorized agent A. DATE OF DELIVERY AUG 1 7 1979 AUG 1 7 1979 |
| WE CARTIERS | S. ADDRESS (Complete only H requested) 1979 6. UNABLE TO DELIVER BECAUSE: OCERK'S |
| | MITTALS |

SENDER: Compared Add new Add n

I have receive signature

8-16-8. ADDRESS (C

S. UNABLE TO

| | والمتعادي |
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| 3 Form | SENDER: Complete items 1, 2, and 3, Add your address in the "RETURN TO" space on reverse. |
| 3811, | 1. Thotollowing service is requested (check one). Show to whom and date delivered |
| 3811, Nov. 1970 | Show to whom, date, & address of delivery45\$ RESTRICTED DELIVERY. |
| • | Show to whom and date delivered |
| | (Pees shown are in addition to postage charges and other fees). |
| | 2. ARTICLE ADDRESSED TO: |
| E. | Roxie Williams |
| 2 | Loving, N. M. 88256 |
| S | 3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. INSURED NO. |
| REG | 768679 |
| 5 | (Always obtain signature of addresses or agent) |
| Die | I have received the article described above, SIGNATURE Addressee Authorized agent |
| 3000 | Popi Luicino |
| A 03 | DATE OF BELIVERY |
| 9 | 5. ADDRESS (Complete only if requested) (15 |
| Ä | 1919 |
| | 6. UNABLE TO DELIVER BECAUSE: THIT IALS |
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| _ | <u> </u> |
|----------------|---|
| | SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space of reverse. |
| 2011 Hour 4074 | 1. The following service is requested (check one). |
| ı | Show to whom and date delivered256 |
| ı | Show to whom, date, & address of delivery 450 |
| | RESTRICTED DELIVERY. |
| ŀ | Show to whom and date delivered850 |
| Į | RESTRICTED DELIVERY. |
| l | Show to whom, date, and address of delivery . \$1.00 (Fees shown are in addition to postage charges and other |
| l | (rees shown are in addition to postage charges and other fees). |
| ŀ | 2. ARTICLE ADDRESSED TO: |
| l | American Electric Co. |
| l | |
| ŀ | P.O. Bay 878 |
| | St. Voseph Allo 64302 |
| ı | 3. ARTICLE DESCRIPTION: |
| Ì | REGISTERED NO. CERTIFIED NO. INSURED NO. |
| | (Always obtain signature of addresses or agent) |
| ŀ | I have received the article described above. |
| | SIGNATURE Addressee Authorized agent |
| ľ | model of the same |
| l | X18/90 7/ H988 AX |
| | DATE OF DELIVERY POSTMARK |
| L | / AUG 1 7 1979 /3/ AUG \3 |
| ľ | 5. ADDRESS (Complete only if requested) |
| ŀ | 1 1979 |
| l | |
| ۲ | 6. UNABLE TO DELIVER BECAUSE: SLEERK'S |
| | INITIALS |
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| L | \$ 60P: ₹N-0-203-4 |

| SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse. | | | | | | | |
|--|--|--|--|--|--|--|--|
| 1. The following service is requested (check one). [1] Show to whom and date delivered25¢ | | | | | | | |
| Show to whom, date, & address of delivery 45# | | | | | | | |
| 1. The following service is requested (check one). Show to whom and date delivered | | | | | | | |
| RESTRICTED DELIVERY. Show to whom, date, and address of delivery\$1.05 | | | | | | | |
| (Fees shown are in addition to postage charges and other fees). | | | | | | | |
| 2. ARTICLE ADDRESSED TO: Cora Enderude | | | | | | | |
| 219 N. Osage | | | | | | | |
| 3. ARTICLE DESCRIPTION: | | | | | | | |
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| (Always obtain signsture of addressee or agent) | | | | | | | |
| I have received the article described above. SIGNATURE | | | | | | | |
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| 6. UNABLE TO DELIVER BECAUSE: CHARVE | | | | | | | |
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| • SENDER | Complete item: Add your add reverse. | ; I, 2, and 3, ress in the "R | ETURN | TO" space on |
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| ☐ RES' Shov | to whom and RICTED DE to whom, dat | LIVERY. e, and addres | s of deli | very \$1.05 |
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| . ARTICLE | ADDRESSED Ora | 10: L : Clie | 125. | 1-1-2 |
| e Pe | 2517 | Tamori | ck I | rive |
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| y bally | - BELIVERY | (| C. | |
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| \$2 \$2 \$1 | | | Y | |
| UNABLE | TO DELIVER I | BECAUSE: | | CLERK'S INITIALS |
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| | <u> </u> | | ☆ 60 | : 19760-203-456 |

| ● SENDE | R: Complete i Add your reverse. | items 1, 2, and 3. address in the "R | ETURN | TO" space or | |
|--|---|--|---------------------------------|---------------------------|--|
| Sho | lowing service to whom, STRICTED ow to whom, STRICTED ow to whom STRICTED ow to whom, ow to whom, | ice is requested (and date delivere date, & address of DELIVERY. and date delivere DELIVERY. date, and address ddition to posta | d of delive d s of del | 256 ery456856 ivery\$1.05 | |
| 2. ARTICLE ADDRESSED TO: He ins or devisors of John forwars e/o Dr. Grorge Powers 4411 Palo Verza Dr. Phoenit AZ. 85018 3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. INSURED NO. | | | | | |
| (Always obtain signature of addressee or agent) | | | | | |
| I have re SIGNATUR | | article described diressee | Author | ized agent | |
| 5. ADDRES | S (Complete | only if requests | ð | | |
| 6. UNABLE | TO DELIVE | ER BECAUSE: | | CLERK'S INITIALS | |

| SENDER: Complete items 1, 2, and 3, Add your address in the "R. reverse. 1. The following service is requested (complete items). Show to whom and date delivered in the service is shown to whom, date, & address on the service items. | ruski i | | | | |
|--|---------------------------------------|--|--|--|--|
| Add your address in the 'B' | BTURN TO" space | | | | |
| 1. The following service is requested (c | | | | | |
| Show to whom and date delivered Show to whom, date, & address of | | | | | |
| RESTRICTED DELIVERY. | r delivery | | | | |
| Show to whom and date delivered TRESTRICTED DELIVERY. | d | | | | |
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| (Pees shown are in addition to postage fees). | e charges and or | | | | |
| 2. ARTICLE ADDRESSED TO: Watter | Powers | | | | |
| thirs or theiseous of Walter Powers 1/0 Christial Murphy Davis, Graham, Stubbs | | | | | |
| Denvic CO 80202 |) • | | | | |
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| I have received the article described | above. | | | | |
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| 5. ADDRESS (Complete only if requested) | 2005 | | | | |
| Name of the Control o | ري. | | | | |
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| S. UNABLE TO DELIVER BECAUSE: | CLERN'S | | | | |
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SENDER: Complete Add you neverte Add you neverte Add you neverte I. The following ser Show to whom Show to whom RESTRICTED Show to whom RESTRICTED Show to whom (Fees shown are in fees).

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1 have received the SHONATURE SHONATURE

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| PS Form 3811, Nov. 1976 | SENDER: Complete items 1, 2, and 3. Add your address in the "RET reverse. | TURN TO" space of | | | | | |
|-------------------------|--|---------------------|--|--|--|--|--|
| | The following service is requested (che Show to whom and date delivered) | | | | | | |
| Nov. 1976 | Show to whom, date, & address of RESTRICTED DELIVERY. Show to whom and date delivered | | | | | | |
| | RESTRICTED DELIVERY. Show to whom, date, and address of delivery \$1.05 (Fees shown are in addition to postage charges and other | | | | | | |
| RETURN | 1000). 2. ANTICLE ADDRESSED TO: He ins or de visas of op Dr. Garage Power 4411 Palo Verzon Dr. | Soha Powers | | | | | |
| RECEIPT, A | 3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. 168685 | INSURED NO. | | | | | |
| 60 | (Always obtain signature of address | ee or agent) | | | | | |
| M 'Greenshoom | I have received the article described | | | | | | |
| - CONNECT | AND DE DEBANGO | POSTMARK | | | | | |
| NO CENT | 5. ADDRESS (Complete only If requested) | | | | | | |
| AN COLA | 6. UNABLE TO DELIVER BECAUSE: | CLERK'S INITIALS | | | | | |

| SENDER: Complete items 1, 2, and 3, Add your address in the "RETT reverse. 1. The following service is requested (che Show to whom and date delivered. Show to whom, date, & address of date of the service is requested. | URN TO" space on |
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| 1. The following service is requested (che | ck one). |
| Show to whom and date delivered . | 25¢ |
| Show to whom, date, & address of d | |
| RESTRICTED DELIVERY. | |
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| 2 ADTICLE ADDRESSED TO | |
| 2. ARTICLE ADDRESSED TO: Watter 1 We Christine Murphy | Eurs . |
| Theirs or theirs of Watter 19 0% Christine Murphy Divis, Graham, Stubbs 2600 Glorado Matil Bkg. Dennic, CO 86202 3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. | a Figure |
| 2 2600 Colorado Natil Bldg. | |
| Denvic CO 80202 | |
| 3. ARTICLE DESCRIPTION: | 444 |
| REGISTERED NO. CERTIFIED NO. | INSURED NO. |
| (Always obtain signature of addressed I have received the article described at SIGNATURE Addressee August Addressee August Augus | , i |
| (Always obtain signature of addresses | or agent) |
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| 5. ADDRESS (Complete only if requested) | まなり |
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| 6. UNABLE TO DELIVER BECAUSE: | CLERK'S |
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| PS Form | SENDER: Complete items 1, 2, and 3. Add your address in the "RETU reverse. | IN TO' space on |
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| Form 3611, Nov. 1976 | 1. The following service is requested (chec Show to whom and date delivered. Show to whom, date, & address of delivered. RESTRICTED DELIVERY. Show to whom and date delivered. RESTRICTED DELIVERY. Show to whom, date, and address of (Fees shown are in addition to postage of fees). | |
| RETURN RECEIPT, RE | 2. ARTICLE ADDRESSED TO: Nancy Galloway 404 Glendale Carlsbad, N. M. 983 3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. | 170 |
| ត្ត | (Always obtain signature of addresses | or agent) |
| REGISTERED, INSURED | I have received the article described a SIGNATURE Addressee Au | the thorized agent |
| URED AND CERT | DATE OF DELIVERY 5. ADDRESS (Complete only if requested) | POSTMARK |
| FIED MA | 6. UNABLE TO DELIVER BECAUSE: | CLERK'S INITIALS |

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| Janes States | SENDER: Complete items 1, 2, and 3, Add your address in the "RETURN TO" space on reverse. | | | | |
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| | 1. The following service is requested (check one). Show to whom and date delivered | | | | |
| | Show to whom, date, & address of delivery 45¢ RESTRICTED DELIVERY. | | | | |
| | Show to whom and date delivered | | | | |
| Achieve of A | (Fees shown are in addition to postage charges and other fees). | | | | |
| 4 district (100 to 100 | 2. ARTICLE ADDRESSED TO: RICI KO DE 15 4 Wife Ruth Robert 100 0il 4 Gai Blog | | | | |
| 大田 なったい 生産 | Milland, TX 79701 | | | | |
| 6 | 3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. INSURED NO. | | | | |
| | 768693 | | | | |
| 40.0 | (Always obtain signature of addressee or agent) | | | | |
| H 200 H | I have received the article described above. SIGNATURE | | | | |
| Agent protection and | I the Colins | | | | |
| ing the last | DATE OF DELIVERY POSTMARK | | | | |
| 5340 Sept. 258 | S. ADDRESS (Complete only if requested) | | | | |
| Total A | \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ | | | | |
| | LUNABLE TO DELIVER BECAUSE: CLERK'S | | | | |
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| PS Form | SENDER: Complete items 1, 2, and 3. Add your address in the "RE reverse. | TURN TO" space on | | | |
| m 3811, Nov. 1976 | 1. The following service is requested (check one). Show to whom and date delivered | | | | |
| RETURN REC | | | | | |
| RECEIPT, RE | 3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. 768692 | INSURED NO. | | | |
| 8 | (Always obtain signature of address | es or agent) | | | |
| REGISTERED, INS | I bave received the article described SIGNATURE Addressee A | above, outhorized agent | | | |
| NSURED A | DATE OF DEALETY 1 6 1979 | POSTMARK | | | |
| AND CERTIFIED | 5. ADDRESS (Complete only if requested) | | | | |
| FIE | 6. UNABLE TO DELIVER BECAUSE: | CLERK'S INITIALS | | | |
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| 3 | SENDER: Complete items 1, 2, and 3. Add your address in the "RET reverse. | טאאט | G. spire on |
| PS Form 3811, Nov. 1976 | 1. The following service is requested (che Show to whom and date delivered Show to whom, date, & address of or RESTRICTED DELIVERY. Show to whom and date delivered RESTRICTED DELIVERY. Show to whom, date, and address of or (Pees shown are in addition to postage fees). | deliver | 25¢ y45¢ 85¢ very\$1.05 |
| _ | 2. ARTICLE ADDRESSED TO: | | • |
| RETURN RECEIPT, | Heirs or devisors of Victor Pa 90 Dorothy Powers Montgons 631 Hubbord Ave. Santa Clara, CA 950 | 25/ 25/ | |
| CEIP | 3. ARTICLE DESCRIPTION: REGISTERED NO. 1 CERTIFIED NO. 1 | (Me) | JRED NO. |
| | 768688 | 7 | JAEO NO. |
| 55 | (Always obtain signature of address | 90 OF 8 | gent) |
| REGISTERED, INSURED | I have received the article described signature Addressee A | | zed agent |
| RED | DATE OF DELIVERY | 77 | STMARK |
| ANO | | | |
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| CERTIFIED | 6. UNABLE TO DELIVER BECAUSE: | | CLERK'S |
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| 7 | والمراجع والمراجع والمناجع والمراجع والم والمراجع والمراجع والمراجع والمراجع والمراجع والمراجع والمراج | | |

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| SENDER: Complete items 1, 2, and 3, Add your address in the "RE reverse, | TURN TO" space on |
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| 1. The following service is requested (ch | |
| Show to whom, date, & address of | delivery 45¢ |
| ☐ RESTRICTED DELIVERY. Show to whom and date delivered ☐ RESTRICTED DELIVERY. | |
| Show to whom, date, and address (Rees shown are in addition to postage fees). | |
| 2. ARTICLE ADDRESSED TO: Southland Royalty (1100 Wall Towers (U. Midland TX 7970) | o, est |
| 3. ARTICLE DESCRIPTION: | INSURED NO. |
| 768692 | (0), |
| (Always obtain algorithms of address I have received the article described signature Addresse A Bruss | |
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| 6. UNABLE TO DELIVER BECAUSE: | CLERK'S INITIALS |
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| SENDER: Complete items 1, 2, and 3. Add your address in the "RET reverse. | กันกกอระหะ ๐๐ | | |
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| (Fees shown are in addition to postage fees). | charges and other | | |
| 2. ARTICLE ADDRESSED TO: Heirs or clevisus of Victor Po 90 Parothy Powers Mortgorn 631 Huttard Ave. Santu Clara, CA 950 3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. | ony | | |
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| (Always obtain signature of address | | | |
| (Always obtain signature of addressee or agent) I have received the article described above. SIGNATURE Addressee Authorized agent M. D. M. | | | |
| DATE OF DELIVERY | PØSTMARK | | |
| 5. ACDRESS (Complete only if requested) 6. UNABLE TO DELIVER BECAUSE: | | | |
| 6. UNABLE TO DELIVER BECAUSE: | CLERK'S INITIALS | | |
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| PS Form | SENDER: Complete items 1, 2, and 3, Add your address in the "RE reverse. | TURN TO" space on |
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| n 3611, Mov. 1976 | 1. The following service is requested (cf. Show to whom and date delivered. Show to whom, date, & address of RESTRICTED DELIVERY. Show to whom and date delivered RESTRICTED DELIVERY. Show to whom, date, and address (Fees shown are in addition to postage fees). | 25¢ delivery45¢85¢ of delivery\$1.05 |
| RETURN RECEIPT, RE | 2. ARTICLE ADDRESSED TO: Cancelario Car P.O. Box 93 Louing, N. M. 8 3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. 768687 | |
| Š | (Always obtain signature of address | see or agent) |
| REGISTERED, INSURED AND CERTI | I have received the article described SIGNATURE Addressee P. Addressee | AUG 1979 |
| TIVE COLA | 6. UNABLE TO DELIVER BECAUSE: | WEP. |

| SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN reverse. | LO., shace on |
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| 1. The following service is requested (check o 'Show to whom and date delivered Show to whom, date, & address of delivered RESTRICTED DELIVERY. Show to whom and date delivered RESTRICTED DELIVERY. Show to whom, date, and address of delivered (Fees shown are in addition to postage chafees). | |
| REGISTERED NO. 7/9747 | |
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| I have received the article described absignature Addressee Aution Aution Described absignature Complete only if requested) | horized agent LOGA FOSTMARK |
| El | CLERK'S |
| FL | À GOP : 1974 - CJ-203-45 |

| 35 Form | SENDER: Complete items 1, 2, and 3, Add your address in the "RETURN TO reverse." | |
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| rm 3511, Hov. 1976 | 1. The following service is requested (check one) Show to whom and date delivered | 45¢ 85¢ |
| RETURN RECEIPT. | 2. ARTICLE ADDRESSED TO: Ed Dunagan Insuran 212 N. Stevens Carlsbud, N. M. 8832 3. ARTICLE DESCRIPTION: PEGISTERED NO. 1 CERTIFIED NO. 1 INSU | |
| | | |
| G | (Always obtain signature of addresses or a | Auri) |
| REGISTERED, IM | | SW |
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| - | 5. ADDRESS (Complete only if requested) | |
| į | 6. UNABLE TO DELIVER BECAUSE: | CLERK'S |
| i | ☆ 60 | P : 1976 O-203-4 |

| | LEACE 2 | <u> </u> | | RN TO" space | 08 |
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| 1. The fo | lowing * | rvice is requ m and date | ested (chec | k one). | 5# |
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| ∟ _{Sh} | ow to who | m and date | genaeteg . | | ٠. |
| L.J CL | and an unbo | D DELIVE | d address or | delivery \$1. | 05 |
| (Fees she fees). | own are in | addition t | o postage (| harges and other | ret |
| 2. ARTIC | E ADDRE | SSED TO: | Royas | Hel | |
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| | Rosw | ull, | U.M. 8 | 38201 | |
| 3. ARTIC | E DESCR | | | | |
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| SIGNATU | RE U | Addresses | A | thorized ager | ıt |
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| <i>//</i> ^" | or gall | TENT (| 1 | | |
| 5. ADDR | ESS (Com | plete only if | requested) | 1979 | |
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| 6. UNA | LE TO DE | ELIVER BEC | AUSE: | | \$ |
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2. ARTICLE ADURATION STATE.

2. ARTICLE DEBC REGISTERED NO.

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6. UNABLE TO

| 4.5 | | | | |
|--|--|---------------------|--|--|
| PS Form | SENDER: Complete items 1, 2, and 3, Add your address in the "REY reverse. | URN TO" space on | | |
| Form 3811, Nov. 1976 | The following service is requested (check one). Show to whom and date delivered | | | |
| Hov. 19 | Show to whom, date, & address of RESTRICTED DELIVERY. | delivery45¢ | | |
| 76 | Show to whom and date delivered | | | |
| | Show to whom, date, and address of (Pecs shown are in addition to postage fees). | charges and other | | |
| 2. ARTICLE ADDRESSED TO: Ed Dunagan Insurance 212 N. Steams Carlsbad, N. M. 88220 | | | | |
| CC | 3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. | INSURED NO. | | |
| 7, 86 | 768697 | | | |
| # | (Always obtain signature of address | ee or agent) | | |
| TERED, IN | (Always obtain algorature of addresses or agent) I have received the article described above. Standa Ture Addressee Authorized agent Ed Duilagan Ju Isw | | | |
| CONT. | DATE OF DELIVERY | POSTMARK | | |
| 9 | 5. ADDRESS (Complete only if requested) | | | |
| 3 | | | | |
| 760 | 6. UNABLE TO DELIVER BECAUSE: | CLÈRK'S INITIALS | | |
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| | ◆ SENDER: Complete items 1, 2, and 3, Add your address in the "RETURN TO" space or reverse. |
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| Form 3811, Nov. 1976 | 1. The following service is requested (check one). |
| | Show to whom and date delivered |
| | Show to whom, date, & address of delivery 45 |
| : | T RESTRICTED DELIVERY. |
| l | Show to whom and date delivered85 |
| | RESTRICTED DELIVERY. |
| | Show to whom, date, and address of delivery\$1.0 |
| ľ | (Fees shown are in addition to postage charges and othe fees). |
| | 2. ARTICLE ADDRESSED TO: |
| ŀ | N.M. Osage Royalty DO. Box 15-7 |
| | P.O. Bax 18 |
| | Roswell, U. M. 88201 |
| 3 | ARTICLE DESCRIPTION: |
| 1 | REGISTERED NO. CERTIFIED NO. INSURED NO. |
| | 1768696 |
| _ | (Always obtain signature of addresses or agent) |
| | I have received the article described above. |
| 1 | BIGNATURE Addresses Authorized agent |
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| ž | Xou Met & Marin |
| - | PATE OF GELIVERY POSTMARK |
| 1 | |
| • | 5. ADDRESS (Complete only if requested) 1379 |
| | |
| | Vo ions |
| 7 | . UNABLE TO DELIVER BECAUSE: |
| ď | J. Martina |
| , | |

| 73 Fm | SENDER: Complete items 1, 2, and 3, Add your address in the "RETURN TO" space on reverse. |
|----------------------|--|
| Form 3811, Nov. 1976 | 1. The following service is requested (check one). Show to whom and date delivered |
| RETURN RECEIPT, | 2. ARTICLE ADDRESSED TO: (60 Office of Dirage State of N. M.; of Property Control Rm. 106; Bataan Memorial Ado Saite 74, N. M. |
| 1. | 3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. INSURED NO. 768695 |
| REGISTERED, INSURED | (Always obtain signature of addressee or agont) I have received the article described above. SIGNATURE Addressee Authorized agent |
| RED AND CERT | DATE OF DELIVERY S. ADDRESS (COMplete only if requested) |
| IIVN GERALL | 6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS |

KAR

| | SENDER: Complete items 1, 2, and 3, Add your address in the "RETURN TO" space on reverse. |
|--|---|
| 8 Farm 1811 Nov 1076 | 1. The following service is requested (check one). Show to whom and date delivered |
| [| Show to whom, date, & address of delivery45# |
| 1076 | RESTRICTED DELIVERY. Show to whom and date delivered |
| 1 | Show to whom, date, and address of delivery \$1.05 |
| | (Pees shown are in addition to postage charges and other fees). |
| | 2. ARTICLE ADDRESSED TO: J. R. Rowan & Wile Tommie D |
| | J. R. Rowan & wife, TommieD. P.O. Bay 162 |
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A.A.P.L. FORM 610-1977 MODEL FORM OPERATING AGREEMENT'

OPERATING AGREEMENT

DATED

May 15, 19 79,

| OPERATOR Adams Exploration Company | |
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| CONTRACT AREA N/2 Sec. 15, T-24-S, R-28-E, NMPM, | |
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AMERICAN ASSOCIATION OF PETROLEUM LANDMEN
APPROVED FORM. A.A.P.L. NO. 610 - 1977 REVISED
MAY BE ORDERED DIRECTLY FROM THE PUBLISHER
KRAFTBILT PRODUCTS, BOX 800, TULSA 74101

Exhibit 7 Case 6622

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OPERATING AGREEMENT THIS AGREEMENT, entered into by and between Adams Exploration Company _, hereinafter designated and referred to as "Operator", and the signatory party or parties other than Operator, sometimes hereinafter 5 referred to individually herein as "Non-Operator", and collectively as "Non-Operators", 6 7 WITNESSETH: 8 9 WHEREAS, the parties to this agreement are owners of oil and gas leases and/or oil and gas in-10 terests in the land identified in Exhibit "A", and the parties hereto have reached an agreement to explore 11 and develop these leases and/or oil and gas interests for the production of oil and gas to the extent and 12 as hereinafter provided: 13 14 NOW, THEREFORE, it is agreed as follows: 15 16 17 ARTICLE L DEFINITIONS 18 19 20 As used in this agreement, the following words and terms shall have the meanings here ascribed 21 22 A. The term "oil and gas" shall mean oil, gas, casinghead gas, gas condensate, and all other liquid or gaseous hydrocarbons and other marketable substances produced therewith, unless an intent to 23 24 limit the inclusiveness of this term is specifically stated. 25 B. The terms "oil and gas lease", "lease" and "leasehold" shall mean the oil and gas leases cov-26 ering tracts of land lying within the Contract Area which are owned by the parties to this agreement. 27 C. The term "oil and gas interests" shall mean unleased fee and mineral interests in tracts of 28 land lying within the Confract Area which are owned by parties to this agreement. D. The term "Contract Area" shall mean all of the lands, oil and gas leasehold interests and oil 29 and gas interests intended to be developed and operated for oil and gas purposes under this agreement. 30 31 Such lands, oil and gas leasehold interests and oil and gas interests are described in Exhibit "A". E. The term "drilling unit" shall mean the area fixed for the drilling of one well by order or rule 32 33 of any state or federal body having authority. If a drilling unit is not fixed by any such rule or order, 34 a drilling unit shall be the drilling unit as established by the pattern of drilling in the Contract Area 35 or as fixed by express agreement of the Drilling Parties. 36 F. The term "drillsite" shall mean the oil and gas lease or interest on which a proposed well is to 37 be located. G. The terms "Drilling Party" and "Consenting Party" shall mean a party who agrees to join in 38 39 and pay its share of the cost of any operation conducted under the provisions of this agreement. H. The terms "Non-Drilling Party" and "Non-Consenting Party" shall mean a party who elects 40 41 not to participate in a proposed operation. 42 43 Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine. 44 45 ARTICLE II. 46 **EXHIBITS** 47 48 The following exhibits, as indicated below and attached hereto, are incorporated in and made a 49 50 part hereof: [X A. Exhibit "A", shall include the following information: 51 52 (1) Identification of lands subject to agreement, (2) Restrictions, if any, as to depths or formations, 53 (3) Percentages or fractional interests of parties to this agreement, 54 (4) Oil and gas leases and/or oil and gas interests subject to this agreement, 55 (5) Addresses of parties for notice purposes. ☐ B. Exhibit "B", Form of Lease. 57 C. Exhibit "C", Accounting Procedure.

D. Exhibit "D", Insurance. 58 59 E Exhibit "E", Gas Balancing Agreement. Equal Employment Opportunity Provision 60 X F. Exhibit "F", Non Discrim 61 X G. Exhibit "G", Relationship of the Parties and Tax Provisions.

If any provision of any exhibit, except Exhibit "E", is inconsistent with any provision contained 62 63 in the body of this agreement, the provisions in the body of this agreement shall prevail. 64 65 66

ARTICLE III. INTERESTS OF PARTIES

A. Oil and Gas Interests:

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

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B. Interest of Parties in Costs and Production:

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Exhibit "A" lists all of the parties and their respective percentage or fractional interests under this agreement. Unless changed by other provisions, all costs and liabilities incurred in operations under this agreement shall be borne and paid, and all equipment and material acquired in operations on the Contract Area shall be owned by the parties as their interests are shown in Exhibit "A". All production of oil and gas from the Contract Area, subject to the payment of lessor's royalties which will be borne by the Joint Account, shall also be owned by the parties in the same manner during the term hereof; provided, however, this shall not be deemed an assignment or cross-assignment of interests covered hereby.

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ARTICLE IV. TITLES

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A. Title Examination:

Title examination shall be made on the drillsite of any proposed well prior to commencement of drilling operations or, if the Drilling Parties so request, title examination shall be made on the leases and/or oil and gas interests included, or planned to be included, in the drilling unit around such well. The opinion will include the ownership of the working interest, minerals, royalty, overriding royalty and production payments under the applicable leases. At the time a well is proposed, each party contributing leases and/or oil and gas interests to the drillsite, or to be included in such drilling unit, shall furnish to Operator all abstracts (including Federal Lease Status Reports), title opinions, title papers and curative material in its possession free of charge. All such information not in the possession of or made available to Operator by the parties, but necessary for the examination of title, shall be obtained by Operator. Operator shall cause title to be examined by attorneys on its staff or by outside attorneys. Copies of all title opinions shall be furnished to each party hereto. The cost incurred by Operator in this title program shall be borne as follows:

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Option No. 1: Costs incurred by Operator in procuring abstracts and title examination (including preliminary, supplemental, shut-in gas royalty opinions and division order title opinions) shall be a part of the administrative overhead as provided in Exhibit "C," and shall not be a direct charge, whether performed by Operator's staff attorneys or by outside attorneys.

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Q Option No. 2: Costs incurred by Operator in procuring abstracts and fees paid outside attorneys for title examination (including preliminary, supplemental, shut-in gas royalty opinions and division order title opinions) shall be borne by the Drilling Parties in the proportion that the interest of each Drilling Party bears to the total interest of all Drilling Parties as such interests appear in Exhibit "A". Operator shall make no charge for services rendered by its staff attorneys or other personnel in the performance of the above functions.

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Each party shall be responsible for securing curative matter and pooling amendments or agreements required in connection with leases or oil and gas interests contributed by such party. The Operator shall be responsible for the preparation and recording of Pooling Designations or Declarations as well as the conduct of hearings before Governmental Agencies for the securing of spacing or pooling orders. This shall not prevent any party from appearing on its own behalf at any such hearing.

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No well shall be drilled on the Contract Area until after (1) the title to the drillsite or drilling unit has been examined as above provided, and (2) the title has been approved by the examining attorney or title has been accepted by all of the parties who are to participate in the drilling of the well.

B. Loss of Title:

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- 1. Failure of Title: Should any oil and gas interest or lease, or interest therein, be lost through failure of title, which loss results in a reduction of interest from that shown on Exhibit "A", this agreement, nevertheless, shall continue in force as to all remaining oil and gas leases and interests, and
- (a) The party whose oil and gas lease or interest is affected by the title failure shall bear alone the entire loss and it shall not be entitled to recover from Operation of the other parties any development

or operating costs which it may have theretofore paid, but there shall be no monetary liability on its part to the other parties hereto for drilling, development, operating or other similar costs by reason of such title failure; and

- (b) There shall be no retroactive adjustment of expenses incurred or revenues received from the operation of the interest which has been lost, but the interests of the parties shall be revised on an acreage basis, as of the time it is determined finally that title failure has occurred, so that the interest of the party whose lease or interest is affected by the title failure will thereafter be reduced in the Contract Area by the amount of the interest lost; and
- (c) If the proportionate interest of the other parties hereto in any producing well theretofore drilled on the Contract Area is increased by reason of the title failure, the party whose title has failed shall receive the proceeds attributable to the increase in such interests (less costs and burdens attributable thereto) until it has been reimbursed for unrecovered costs paid by it in connection with such well; and
- (d) Should any person not a party to this agreement, who is determined to be the owner of any interest in the title which has failed, pay in any manner any part of the cost of operation, development, or equipment, such amount shall be paid to the party or parties who bore the costs which are so refunded: and
- (e) Any liability to account to a third party for prior production of oil and gas which arises by reason of title failure shall be borne by the party or parties in the same proportions in which they shared in such prior production; and
- (f) No charge shall be made to the joint account for legal expenses, fees or salaries, in connection with the defense of the interest claimed by any party hereto, it being the intention of the parties hereto that each shall defend title to its interest and bear all expenses in connection therewith.
- 2. Loss by Non-Payment or Erroneous Payment of Amount Due: If, through mistake or oversight, any rental, shut-in well payment, minimum royalty or royalty payment, is not paid or is erroneously paid, and as a result a lease or interest therein terminates, there shall be no monetary liability against the party who failed to make such payment. Unless the party who failed to make the required payment secures a new lease covering the same interest within ninety (90) days from the discovery of the failure to make proper payment, which acquisition will not be subject to Article VIII.B., the interests of the parties shall be revised on an acreage basis, effective as of the date of termination of the lease involved, and the party who failed to make proper payment will no longer be credited with an interest in the Contract Area on account of ownership of the lease or interest which has terminated. In the event the party who failed to make the required payment shall not have been fully reimbursed, at the time of the loss, from the proceeds of the sale of oil and gas attributable to the lost interest, calculated on an acreage basis, for the development and operating costs theretofore paid on account of such interest, it shall be reimbursed for unrecovered actual costs theretofore paid by it (but not for its share of the cost of any dry hole previously drilled or wells previously abandoned) from so much of the following as is necessary to effect reimbursement:
- (a) Proceeds of oil and gas, less operating expenses, theretofore accrued to the credit of the lost interest, on an acreage basis, up to the amount of unrecovered costs;
- (b) Proceeds, less operating expenses, thereafter accrued attributable to the lost interest on an acreage basis, of that portion of oil and gas thereafter produced and marketed (excluding production from any wells thereafter drilled) which, in the absence of such lease termination, would be attributable to the lost interest on an acreage basis, up to the amount of unrecovered costs, the proceeds of said portion of the oil and gas to be contributed by the other parties in proportion to their respective interests; and
- (c) Any monies, up to the amount of unrecovered costs, that may be paid by any party who is, or becomes, the owner of the interest lost, for the privilege of participating in the Contract Area or becoming a party to this agreement.
- 3. Other Losses: All losses incurred, other than those set forth in Articles IV.B.1. and IV.B.2. above, shall not be considered failure of title but shall be joint losses and shall be borne by all parties in proportion to their interests. There shall be no readjustment of interests in the remaining portion of the Contract Area.

ARTICLE V.

A. DESIGNATION AND RESPONSIBILITIES OF OPERATOR:

Adams Exploration Company

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

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B. Resignation or Removal of Operator and Selection of Successor:

- 1. Resignation or Removal of Operator: Operator may resign at any time by giving written notice thereof to Non-Operators. If Operator terminates its legal existence, no longer owns an interest in the Contract Area, or is no longer capable of serving as Operator, it shall cease to be Operator without any action by Non-Operator, except the selection of a successor. Operator may be removed if it fails or refuses to carry out its duties hereunder, or becomes insolvent, bankrupt or is placed in receivership, by the affirmative vote of two (2) or more Non-Operators owning a majority interest based on ownership as shown on Exhibit "A", and not on the number of parties remaining after excluding the voting interest of Operator. Such resignation or removal shall not become effective until 7:00 o'clock A.M. on the first day of the calendar month following the expiration of ninety (90) days after the giving of notice of resignation by Operator or action by the Non-Operators to remove Operator, unless a successor Operator has been selected and assumes the duties of Operator at an earlier date. Operator, after effective date of resignation or removal, shall be bound by the terms hereof as a Non-Operator. A change of a corporate name or structure of Operator or transfer of Operator's interest to any single subsidiary, parent or successor corporation shall not be the basis for removal of Operator.
- 2. Selection of Successor Operator: Upon the resignation or removal of Operator, a successor Operator shall be selected by the Parties. The successor Operator shall be selected from the parties owning an interest in the Contract Area at the time such successor Operator is selected. If the Operator that is removed fails to vote or votes only to succeed itself, the successor Operator shall be selected by the affirmative vote of two (2) or more parties owning a majority interest based on ownership as shown on Exhibit "A", and not on the number of parties remaining after excluding the voting interest of the Operator that was removed.

C. Employees:

 The number of employees used by Operator in conducting operations hereunder, their selection, and the hours of labor and the compensation for services performed, shall be determined by Operator, and all such employees shall be the employees of Operator.

D. Drilling Contracts:

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

ARTICLE VI. DRILLING AND DEVELOPMENT

A. Initial Well:

On or before the 25th day of October , 19.79, Operator shall commence the drilling of a well for oil and gas at the following location:

a legal location in the N/2 Sec. 15, T-24-S, R-28-E, NMPM, Eddy County, New Mexico

and shall thereafter continue the drilling of the well with due diligence to a depth

sufficient to test the Morrow formation expected to be encountered at approximately 13,200 feet subsurface

unless granite or other practically impenetrable substance or condition in the hole, which renders further drilling impractical, is encountered at a lesser depth, or unless all parties agree to complete or abandon the well at a lesser depth.

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

If, in Operator's judgment, the well will not produce oil or gas in paying quantities, and it wishes to plug and abandon the well as a dry hole, it shall first secure the consent of all parties and shall plug and abandon same as provided in Article VI.E.1, hereof.

B. Subsequent Operations:

- 1. Proposed Operations: Should any party hereto desire to drill any well on the Contract Area other than the well provided for in Article VI.A., or to rework, deepen or plug back a dry hole drilled at the joint expense of all parties or a well jointly owned by all the parties and not then producing in paying quantities, the party desiring to drill, rework, deepen or plug back such a well shall give the other parties written notice of the proposed operation, specifying the work to be performed, the location, proposed depth, objective formation and the estimated cost of the operation. The parties receiving such a notice shall have thirty (30) days after receipt of the notice within which to notify the parties wishing to do the work whether they elect to participate in the cost of the proposed operation. If a drilling rig is on location, notice of proposal to rework, plug back or drill deeper may be given by telephone and the response period shall be limited to forty-eight (48) hours, exclusive of Saturday, Sunday or legal holidays. Failure of a party receiving such notice to reply within the period above fixed shall constitute an election by that party not to participate in the cost of the proposed operation. Any notice or response given by telephone shall be promptly confirmed in writing.
- 2. Operations by Less than All Parties: If any party receiving such notice as provided in Article VI.B.1. or VI.E.1. elects not to participate in the proposed operation, then, in order to be entitled to the benefits of this article, the party or parties giving the notice and such other parties as shall elect to participate in the operation shall, within sixty (60) days after the expiration of the notice period of thirty (30) days (or as promptly as possible after the expiration of the forty-eight (48) hour period where the drilling rig is on location, as the case may be) actually commence work on the proposed operation and complete it with due diligence. Operator shall perform all work for the account of the Consenting Parties; provided, however, if no drilling rig or other equipment is on location, and if Operator is a Non-Consenting Party, the Consenting Parties shall either: (a) request Operator to perform the work required by such proposed operation for the account of the Consenting Parties, or (b) designate one (1) of the Consenting Parties as Operator to perform such work. Consenting Parties, when conducting operations on the Contract Area pursuant to this Article VI.B.2., shall comply with all terms and conditions of this agreement.

If less than all parties approve any proposed operation, the proposing party, immediately after the expiration of the applicable notice period, shall advise the Consenting Parties of (a) the total interest of the parties approving such operation, and (b) its recommendation as to whether the Consenting Parties should proceed with the operation as proposed. Each Consenting Party, within forty-eight (48) hours (exclusive of Saturday, Sunday or legal holidays) after receipt of such notice, shall advise the proposing party of its desire to (a) limit participation to such party's interest as shown on Exhibit "A", or (b) carry its proportionate part of Non-Consenting Parties' interest. The proposing party, at its election, may withdraw such proposal if there is insufficient participation, and shall promptly notify all parties of such decision.

The entire cost and risk of conducting such operations shall be borne by the Consenting Parties in the proportions they have elected to bear same under the terms of the preceding paragraph. Consenting Parties shall keep the leasehold estates involved in such operations free and clear of all liens and encumbrances of every kind created by or arising from the operations of the Consenting Parties. If such an operation results in a dry hole, the Consenting Parties shall plug and abandon the well at their sole cost, risk and expense. If any well drilled, reworked, deepened or plugged back under the provisions of this Article results in a producer of oil and/or gas in paying quantities, the Consenting Parties shall complete and equip the well to produce at their sole cost and risk, and the well shall then be turned over to Operator and shall be operated by it at the expense and for the account of the Consenting Parties. Upon commencement of operations for the drilling, reworking, deepening or plugging back of any such well by Consenting Parties in accordance with the provisions of this Article, each Non-Consenting Party shall be deemed to have relinquished to Consenting Parties, and the Consenting Parties shall own and be entitled to receive, in proportion to their respective interests, all of such Non-Consenting Party's interest in the well and share of production therefrom until the proceeds of the sale of such share, calculated at the well, or market value thereof if such share is not sold (after deducting production taxes, royalty, overriding royalty and other interests existing on the effective date hereof, payable out of or measured by the production from such well accruing with respect to such interest until it reverts) shall equal the total of the following:

- (a) 100% of each such Non-Consenting Party's share of the cost of any newly acquired surface equipment beyond the wellhead connections (including, but not limited to, stock tanks, separators, treaters, pumping equipment and piping), plus 100% of each such Non-Consenting Party's share of the cost of operation of the well commencing with first production and continuing until each such Non-Consenting Party's relinquished interest shall revert to it under other provisions of this Article, it being agreed that each Non-Consenting Party's share of such costs and equipment will be that interest which would have been chargeable to each Non-Consenting Party had it participated in the well from the beginning of the operation; and
- (b) 300% of that portion of the costs and expenses of drilling reworking, deepening, or plugging back, testing and completing, after deducting any cash contributions received under Article VIII.C., and

300% of that portion of the cost of newly acquired equipment in the well (to and including the well-head connections), which would have been chargeable to such Non-Consenting Party if it had participated therein.

 Gas production attributable to any Non-Consenting Party's relinquished interest upon such Party's election, shall be sold to its purchaser, if available, under the terms of its existing gas sales contract. Such Non-Consenting Party shall direct its purchaser to remit the proceeds receivable from such sale direct to the Consenting Parties until the amounts provided for in this Article are recovered from the Non-Consenting Party's relinquished interest. If such Non-Consenting Party has not contracted for sale of its gas at the time such gas is available for delivery, or has not made the election as provided above, the Consenting Parties shall own and be entitled to receive and sell such Non-Consenting Party's share of gas as hereinabove provided during the recoupment period.

During the period of time Consenting Parties are entitled to receive Non-Consenting Party's share of production, or the proceeds therefrom, Consenting Parties shall be responsible for the payment of all production, severance, gathering and other taxes, and all royalty, overriding royalty and other burdens applicable to Non-Consenting Party's share of production.

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

Within sixty (60) days after the completion of any operation under this Article, the party conducting the operations for the Consenting Parties shall furnish each Non-Consenting Party with an inventory of the equipment in and connected to the well, and an itemized statement of the cost of drilling, deepening, plugging back, testing, completing, and equipping the well for production; or, at its option, the operating party, in lieu of an itemized statement of such costs of operation, may submit a detailed statement of monthly billings. Each month thereafter, during the time the Consenting Parties are being reimbursed as provided above, the Party conducting the operations for the Consenting Parties shall furnish the Non-Consenting Parties with an itemized statement of all costs and liabilities incurred in the operation of the well, together with a statement of the quantity of oil and gas produced from it and the amount of proceeds realized from the sale of the well's working interest production during the preceding month. In determining the quantity of oil and gas produced during any month, Consenting Parties shall use industry accepted methods such as, but not limited to, metering or periodic well tests. Any amount realized from the sale or other disposition of equipment newly acquired in connection with any such operation which would have been owned by a Non-Consenting Party had it participated therein shall be credited against the total unreturned costs of the work done and of the equipment purchased, in determining when the interest of such Non-Consenting Party shall revert to it as above provided; and if there is a credit balance, it shall be paid to such Non-Consenting party.

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

Notwithstanding the provisions of this Article VI.B.2., it is agreed that without the mutual consent of all parties, no wells shall be completed in or produced from a source of supply from which a well located elsewhere on the Contract Area is producing, unless such well conforms to the then-existing well spacing pattern for such source of supply.

The provisions of this Article shall have no application whatsoever to the drilling of the initial well described in Article VI.A. except (a) when Option 2, Article VII.D.1., has been selected, or (b) to the reworking, deepening and plugging back of such initial well, if such well is or thereafter shall prove to be a dry hole or non-commercial well, after having been drilled to the depth specified in Article VI.A.

C. Right to Take Production in Kind:

Each party shall have the right to take in kind or separately dispose of its proportionate share of all oil and gas produced from the Contract Area, exclusive of production which may be used in development and producing operations and in preparing and treating oil for marketing purposes and production unavoidably lost. Any extra expenditure incurred in the taking in kind or separate disposition by any party of its proportionate share of the production shall be borne by such party. Any

party taking its share of production in kind shall be required to pay for only its proportionate share of such part of Operator's surface facilities which it uses.

Each party shall execute such division orders and contracts as may be necessary for the sale of its interest in production from the Contract Area, and, except as provided in Article VII.B., shall be entitled to receive payment direct from the purchaser thereof for its share of all production.

In the event any party shall fail to make the arrangements necessary to take in kind or separately dispose of its proportionate share of the oil and gas produced from the Contract Area, Operator shall have the right, subject to the revocation at will by the party owning it, but not the obligation, to purchase such oil and gas or sell it to others at any time and from time to time, for the account of the non-taking party at the best price obtainable in the area for such production. Any such purchase or sale by Operator shall be subject always to the right of the owner of the production to exercise at any time its right to take in kind, or separately dispose of, its share of all oil and gas not previously delivered to a purchaser. Any purchase or sale by Operator of any other party's share of oil and gas shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the particular circumstances, but in no event for a period in excess of one (1) year. Notwithstanding the foregoing, Operator shall not make a sale, including one into interstate commerce, of any other party's share of gas production without first giving such other party thirty (30) days notice of such intended sale.

In the event one or more parties' separate disposition of its share of the gas causes split-stream deliveries to separate pipelines and/or deliveries which on a day-to-day basis for any reason are not exactly equal to a party's respective proportionate share of total gas sales to be allocated to it, the balancing or accounting between the respective accounts of the parties shall be in accordance with any Gas Balancing Agreement between the parties hereto, whether such Agreement is attached as Exhibit "E", or is a separate Agreement.

D. Access to Contract Area and Information:

Each party shall have access to the Contract Area at all reasonable times, at its sole risk to inspect or observe operations, and shall have access at reasonable times to information pertaining to the development or operation thereof, including Operator's books and records relating thereto. Operator, upon request, shall furnish each of the other parties with copies of all forms or reports filed with governmental agencies, daily drilling reports, well logs, tank tables, daily gauge and run tickets and reports of stock on hand at the first of each month, and shall make available samples of any cores or cuttings taken from any well drilled on the Contract Area. The cost of gathering and furnishing information to Non-Operator, other than that specified above, shall be charged to the Non-Operator that requests the information.

E. Abandonment of Wells:

- 1. Abandonment of Dry Holes: Except for any well drilled pursuant to Article VI.B.2., any well which has been drilled under the terms of this agreement and is proposed to be completed as a dry hole shall not be plugged and abandoned without the consent of all parties. Should Operator, after diligent effort, be unable to contact any party, or should any party fail to reply within forty-eight (48) hours (exclusive of Saturday, Sunday or legal holidays) after receipt of notice of the proposal to plug and abandon such well, such party shall be deemed to have consented to the proposed abandonment. All such wells shall be plugged and abandoned in accordance with applicable regulations and at the cost, risk and expense of the parties who participated in the cost of drilling of such well. Any party who objects to the plugging and abandoning such well shall have the right to take over the well and conduct further operations in search of oil and/or gas subject to the provisions of Article VI.B.
- 2. Abandonment of Wells that have Produced: Except for any well which has been drilled or reworked pursuant to Article VI.B.2, hereof for which the Consenting Parties have not been fully reimbursed as therein provided, any well which has been completed as a producer shall not be plugged and abandoned without the consent of all parties. If all parties consent to such abandonment, the well shall be plugged and abandoned in accordance with applicable regulations and at the cost, risk and expense of all the parties hereto. If, within thirty (30) days after receipt of notice of the proposed abandonment of such well, all parties do not agree to the abandonment of any well, those wishing to continue its operation shall tender to each of the other parties its proportionate share of the value of the well's salvable material and equipment, determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. Each abandoning party shall assign to the non-abandoning parties, without warranty, express or implied, as to litle or as to quantity, quality, or fitness for use of the equipment and material, all of its interest in the well and related equipment, together with its interest in the leasehold estate as to, but only as to, the interval or intervals of the formation or formations then open to production. If the interest of the abandoning party is or includes an oil and gas interest, such party shall execute and deliver to the non-abandoning party or parties an oil and gas lease, limited to the interval or intervals of the formation or formations then open to production, for a term of one year and so long thereafter as oil and 'or gas is produced from the interval or inter-

vals of the formation or formations covered thereby, such lease to be on the form attached as Exhibit "B". The assignments or leases so limited shall encompass the "drilling unit" upon which the well is located. The payments by, and the assignments or leases to, the assignees shall be in a ratio based upon the relationship of their respective percentages of participation in the Contract Area to the aggregate of the percentages of participation in the Contract Area of all assignees. There shall be no readjustment of interest in the remaining portion of the Contract Area.

Thereafter, abandoning parties shall have no further responsibility, liability, or interest in the operation of or production from the well in the interval or intervals then open other than the royalties retained in any lease made under the terms of this Article. Upon request, Operator shall continue to operate the assigned well for the account of the non-abandoning parties at the rates and charges contemplated by this agreement, plus any additional cost and charges which may arise as the result of the separate ownership of the assigned well.

ARTICLE VII. EXPENDITURES AND LIABILITY OF PARTIES

A. Liability of Parties:

The liability of the parties shall be several, not joint or collective. Each party shall be responsible only for its obligations, and shall be liable only for its proportionate share of the costs of developing and operating the Contract Area. Accordingly, the liens granted among the parties in Article VII.B. are given to secure only the debts of each severally. It is not the intention of the parties to create, nor shall this agreement be construed as creating, a mining or other partnership or association, or to render the parties liable as partners.

B. Liens and Payment Defaults:

Each Non-Operator grants to Operator a lien upon its oil and gas rights in the Contract Area, and a security interest in its share of oil and/or gas when extracted and its interest in all equipment, to secure payment of its share of expense, together with interest thereon at the rate provided in the Accounting Procedure attached hereto as Exhibit "C". To the extent that Operator has a security interest under the Uniform Commercial Code of the State, Operator shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by Operator for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any Non-Operator in the payment of its share of expense, Operator shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such Non-Operator's share of oil and/or gas until the amount owed by such Non-Operator, plus interest has been paid. Each purchaser shall be entitled to rely upon Operator's written statement concerning the amount of any default. Operator grants a like lien and security interest to the Non-Operators to secure payment of Operator's proportionate share of expense.

If any party fails or is unable to pay its share of expense within sixty (60) days after rendition of a statement therefor by Operator, the non-defaulting parties, including Operator, shall, upon request by Operator, pay the unpaid amount in the proportion that the interest of each such party bears to the interest of all such parties. Each party so paying its share of the unpaid amount shall, to obtain reimbursement thereof, be subrogated to the security rights described in the foregoing paragraph.

C. Payments and Accounting:

Except as herein otherwise specifically provided, Operator shall promptly pay and discharge expenses incurred in the development and operation of the Contract Area pursuant to this agreement and shall charge each of the parties hereto with their respective proportionate shares upon the expense basis provided in the Accounting Procedure attached hereto as Exhibit "C". Operator shall keep an accurate record of the joint account hereunder, showing expenses incurred and charges and credits made and received.

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

D. Limitation of Expenditures:

- 1. <u>Drill or Deepen:</u> Without the consent of all parties, no well shall be drilled or deepened, except any well drilled or deepened pursuant to the provisions of Article VI.B.2. of this Agreement, it being understood that the consent to the drilling or deepening shall include:
- Option No. 1: All necessary expenditures for the drilling or deepening, testing, completing and equipping of the well, including necessary tankage and/or surface facilities.
- Option No. 2: All necessary expenditures for the drilling or deepening and testing of the well. When such well has reached its authorized depth, and all tests have been completed, Operator shall give immediate notice to the Non-Operators who have the right to participate in the completion costs. The parties receiving such notice shall have forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) in which to elect to participate in the setting of casing and the completion attempt. Such election, when made, shall include consent to all necessary expenditures for the completing and equipping of such well, including necessary tankage and/or surface facilities. Failure of any party receiving such notice to reply within the period above fixed shall constitute an election by that party not to participate in the cost of the completion attempt. If one or more, but less than all of the parties, elect to set pipe and to attempt a completion, the provisions of Article VI.B.2. hereof (the phrase "reworking, deepening or plugging back" as contained in Article VI.B.2. shall be deemed to include "completing") shall apply to the operations thereafter conducted by less than all parties.
- 2. Rework or Plug Back: Without the consent of all parties, no well shall be reworked or plugged back except a well reworked or plugged back pursuant to the provisions of Article VI.B.2. of this agreement, it being understood that the consent to the reworking or plugging back of a well shall include consent to all necessary expenditures in conducting such operations and completing and equipping of said well, including necessary tankage and/or surface facilities.
- 3. Other Operations: Operator shall not undertake any single project reasonably estimated to require an expenditure in excess of twenty-five thousand

 Dollars (\$ 25,000.00) except in connection with a well, the drilling, reworking, deepening, completing, recompleting, or plugging back of which has been previously authorized by or pursuant to this agreement; provided, however, that, in case of explosion, fire, flood or other sudden emergency, whether of the same or different nature, Operator may take such steps and incur such expenses as in its opinion are required to deal with the emergency to safeguard life and property but Operator, as promptly as possible, shall report the emergency to the other parties. If Operator prepares "Authority for Expenditures" for its own use, Operator, upon request, shall furnish copies of its "Authority for Expenditures" for any single project costing in excess of Ten thousand

 Dollars (\$ 10,000.00).

E. Royalties, Overriding Royalties and Other Payments:

Each party shall pay or deliver, or cause to be paid or delivered, all royalties to the extent of the applicable fraction due on its share of production and shall hold the other parties free from any liability therefor. If the interest of any party in any oil and gas lease covered by this agreement is subject to any royalty, overriding royalty, production payment, or other charge over and above the aforesaid royalty, such party shall assume and alone bear all such obligations and shall account for or cause to be accounted for, such interest to the owners thereof.

No party shall ever be responsible, on any price basis higher than the price received by such party, to any other party's lessor or royalty owner; and if any such other party's lessor or royalty owner should demand and receive settlements on a higher price basis, the party contributing such lease shall bear the royalty burden insofar as such higher price is concerned.

F. Rentals, Shut-in Well Payments and Minimum Royalties:

Rentals, shut-in well payments and minimum royalties which may be required under the terms of any lease shall be paid by the party or parties who subjected such lease to this agreement at its or their expense. In the event two or more parties own and have contributed interests in the same lease to this agreement, such parties may designate one of such parties to make said payments for and on behalf of all such parties. Any party may request, and shall be entitled to receive, proper evidence of all such payments. In the event of failure to make proper payment of any rental, shut-in well payment or minimum royalty through mistake or oversight where such payment is required to continue the lease in force, any loss which results from such non-payment shall be borne in accordance with the provisions of Article IV.B.2.

Operator shall notify Non-Operator of the anticipated completion of a shut-in gas well, or the shut-ting in or return to production of a producing gas well, at least five (5) days (excluding Saturday, Sunday and holidays), or at the earliest opportunity permitted by circumstances, prior to taking such action, but assumes no liability for failure to do so. In the event of failure by Operator to so notify Non-Operator, the loss of any lease contributed hereto by Non-Operator for failure to make timely payments

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of any shut-in well payment shall be borne jointly by the parties hereto under the provisions of Article IV.B.3.

G. Taxes:

Beginning with the first calendar year after the effective date hereof, Operator shall render for ad valorem taxation all property subject to this agreement which by law should be rendered for such taxes, and it shall pay all such taxes assessed thereon before they become delinquent. Prior to the rendition date, each Non-Operator shall furnish Operator information as to burdens (to include, but not be limited to, royalties, overriding royalties and production payments) on leases and oil and gas interests contributed by such Non-Operator. If the assessed valuation of any leasehold estate is reduced by reason of its being subject to outstanding excess royalties, overriding royalties or production payments, the reduction in ad valorem taxes resulting therefrom shall inure to the benefit of the owner or owners of such leasehold estate, and Operator shall adjust the charge to such owner or owners so as to reflect the benefit of such reduction. Operator shall bill other parties for their proportionate share of all tax payments in the manner provided in Exhibit "C".

If Operator considers any tax assessment improper, Operator may, at its discretion, protest within the time and manner prescribed by law, and prosecute the protest to a final determination, unless all parties agree to abandon the protest prior to final determination. During the pendency of administrative or judicial proceedings, Operator may elect to pay, under protest, all such taxes and any interest and penalty. When any such protested assessment shall have been finally determined, Operator shall pay the tax for the joint account, together with any interest and penalty accrued, and the total cost shall then be assessed against the parties, and be paid by them, as provided in Exhibit "C".

Each party shall pay or cause to be paid all production, severance, gathering and other taxes imposed upon or with respect to the production or handling of such party's share of oil and/or gas produced under the terms of this agreement.

H. Insurance:

At all times while operations are conducted hereunder, Operator shall comply with the Workmen's Compensation Law of the State where the operations are being conducted; provided, however, that Operator may be a self-insurer for liability under said compensation laws in which event the only charge that shall be made to the joint account shall be an amount equivalent to the premium which would have been paid had such insurance been obtained. Operator shall also carry or provide insurance for the benefit of the joint account of the parties as outlined in Exhibit "D", attached to and made a part hereof. Operator shall require all contractors engaged in work on or for the Contract Area to comply with the Workmen's Compensation Law of the State where the operations are being conducted and to maintain such other insurance as Operator may require.

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

ARTICLE VIII. ACQUISITION, MAINTENANCE OR TRANSFER OF INTEREST

A. Surrender of Leases:

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

However, should any party desire to surrender its interest in any lease or in any portion thereof, and other parties do not agree or consent thereto, the party desiring to surrender shall assign, without express or implied warranty of title, all of its interest in such lease, or portion thereof, and any well, material and equipment which may be located thereon and any rights in production thereafter secured, to the parties not desiring to surrender it. If the interest of the assigning party includes an oil and gas interest, the assigning party shall execute and deliver to the party or parties not desiring to surrender an oil and gas lease covering such oil and gus interest for a term of one year and so long thereafter as oil and/or gas is produced from the land covered thereby, such lease to be on the form attached hereto as Exhibit "B". Upon such assignment, the assigning party shall be relieved from all obligations thereafter accruing, but not theretofore accrued, with respect to the acreage assigned and the operation of any well thereon, and the assigning party shall have no further interest in the lease assigned and its equipment and production other than the royalties retained in any lease made under the terms of this Article. The parties assignce shall pay to the party assignor the reasonable salvage value of the latter's interest in any wells and equipment on the assigned acreage. The value of all material shall be determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. If the assignment is in favor of more than one party, the assigned interest shall

be shared by the parties assignee in the proportions that the interest of each bears to the interest of all parties assignee.

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

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shall be notified promptly, and shall have the right for a period of thirty (30) days following of such notice in which to elect to participate in the ownership of the renewal lease, insofa as such lease affects lands within the Contract Area, by paying to the party who acquired it their everal proper proportionate shares of the acquisition cost allocated to that part of such lease within the Contract Area, which shall be in proportion to the interests held at that time by the parties in 11. Contract Area.

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

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

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

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provisions in this Article shall apply also and in like manner to extensions of oil and gas

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C. Acreage or Cash Contributions:

While this agreement is in force, if any party contracts for a contribution of cash toward the drilling of a well or any other operation on the Contract Area, such contribution shall be paid to the party who conducted the drilling or other operation and shall be applied by it against the cost of such drilling or other operation. If the contribution be in the form of acreage, the party to whom the contribution is made shall promptly tender an assignment of the acreage, without warranty of title, to the Drilling Parties in the proportions said Drilling Parties shared the cost of drilling the well. If all parties hereto are Drilling Parties and accept such tender, such acreage shall become a part of the Contract Area and be governed by the provisions of this agreement. If less than all parties hereto are Drilling Parties and accept such tender, such acreage shall not become a part of the Contract Area. Each party shall promptly notify all other parties of all acreage or money contributions it may obtain in support of any well or any other operation on the Contract Area.

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If any party contracts for any consideration relating to disposition of such party's share of substances produced hereunder, such consideration shall not be deemed a contribution as contemplated in this Article VIII.C.

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D. Subsequently Created Interest:

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Notwithstanding the provisions of Article VIII.E. and VIII.G., if any party hereto shall, subsequent to execution of this agreement, create an overriding royalty, production payment, or net proceeds interest, which such interests are hereinafter referred to as "subsequently created interest", such subsequently created interest shall be specifically made subject to all of the terms and provisions of this agreement, as follows:

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1. If non-consent operations are conducted pursuant to any provision of this agreement, and the party conducting such operations becomes entitled to receive the production attributable to the interest out of which the subsequently created interest is derived, such party shall receive same free and clear of such subsequently created interest. The party creating same shall bear and pay all such subsequently created interests and shall indennify and hold the other parties hereto free and harmless from any and all liability resulting therefrom.

2. If the owner of the interest from which the subsequently created interest is derived (1) fails to pay, when due, its share of expenses chargeable hereunder, or (2) elects to abandon a well under provisions of Article VI.E. hereof, or (3) elects to surrender a lease under provisions of Article VIII.A. hereof, the subsequently created interest shall be chargeable with the pro rata portion of all expenses hereunder in the same manner as if such interest were a working interest. For purposes of collecting such chargeable expenses, the party or parties who receive assignments as a result of (2) or (3) above shall have the right to enforce all provisions of Article VII.B. hereof against such subsequently created interest.

E. Maintenance of Uniform Interest:

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

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

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

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

F. Waiver of Right to Partition:

If permitted by the laws of the state or states in which the property covered hereby is located, each party hereto owning an undivided interest in the Contract Area waives any and all rights it may have to partition and have set aside to it in severalty its undivided interest therein.

Gr Preferential Right to Purchaset

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

ARTICLE IX.

This agreement is not intended to create, and shall not be construed to create, a relationship of partnership or an association for profit between or among the parties hereto. Notwithstanding any provisions herein that the rights and liabilities hereunder are several and not joint or collective, or that this agreement and operations hereunder shall not constitute a partnership, if, for rederal income tax purposes, this agreement and the operations hereunder are regarded as a partnership, each party hereby affected elects to be excluded from the application of all of the provisions of Subchapter "K", Chapter 1, Subtitle "A", of the Internal Revenue Code of 1954 as permitted and authorized by Section 761 of the Code and the regulations promulgated thereunder. Operator is authorized and directed to execute on behalf of each party hereby affected such evidence of this election as may be required by the Secretary of the Treasury of the United States or the Federal Internal Revenue Service, including specifically, but not by way of limitation, all of the returns, statements, and the data required by Federal Regulations 1.761. Should there be any requirement that each party hereby affected give further evidence of this election, each such party shall execute such documents and furnish such other evidence as may be taken by the Federal Internal Revenue Service are as may be returned by the Federal Internal Revenue Service are as may be returned by the Federal Internal Revenue Service are as may be returned by the Federal Internal Revenue Service are as may be returned by the Federal Internal Revenue Service are as may be returned by the Federal Internal Revenue Service are as may be returned by the Federal Internal Revenue Service are as may be returned by the Federal Internal Revenue Service are as may be returned by the Federal Internal Revenue Service are as may be returned to the Federal Internal Revenue Service are as may be returned to the Federal Internal Revenue Service are as may be returned to the Federal Int

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If any present or future income tax laws of the state or states in which the cleetion made hereby. If any present or future income tax laws of the state or states in which the Contract Area is located or any future income tax laws of the United States contain provisions similar to those in Subchapter "K", Chapter 1, Subtitle "A", of the Internal Revenue Code of 1954, under which an election similar to that provided by Section 761 of the Code is permitted, each party hereby affected shall make such election as may be permitted or required by such laws. In making the foregoing election, each such party states that the income derived by such party from Operations hereunder can be adequately determined without the contains of perturbation of perturbation to the company targets.

ARTICLE X. CLAIMS AND LAWSUITS

Operator may settle any single damage claim or suit arising from operations hereunder if the expenditure does not exceed ten thousand

[\$\frac{10,000.00}{000.00}\$]) and if the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above amount, the parties hereto shall assume and take over the further handling of the claim or suit, unless such authority is delegated to Operator. All costs and expense of handling, settling, or otherwise discharging such claim or suit shall be at the joint expense of the parties. If a claim is made against any party or if any party is sued on account of any matter arising from operations hereunder over which such individual has no control because of the rights given Operator by this agreement, the party shall immediately notify Operator, and the claim or suit shall be treated as any other claim or suit involving operations hereunder.

ARTICLE XI. FORCE MAJEURE

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

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

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

ARTICLE XII.

All notices authorized or required between the parties, and required by any of the provisions of this agreement, unless otherwise specifically provided, shall be given in writing by United States mail or Western Union telegram, postage or charges prepaid, or by teletype, and addressed to the party to whom the notice is given at the addresses listed on Exhibit "A". The originating notice given under any provision hereof shall be deemed given only when received by the party to whom such notice is directed, and the time for such party to give any notice in response thereto shall run from the date the originating notice is received. The second or any responsive notice shall be deemed given when deposited in the United States mail or with the Western Union Telegraph Company, with postage or charges prepaid, or when sent by teletype. Each party shall have the right to change its address at any time, and from time to time, by giving written notice hereof to all other parties.

ARTICLE XIII. TERM OF AGREEMENT

This agreement shall remain in full force and effect as to the oil and gas leases and/or oil and gas interests subjected hereto for the period of time selected below; provided, however, no party hereto shall ever be construed as having any right, title or interest in or to any lease, or oil and gas interest contributed by any other party beyond the term of this agreement.

Option No. 1: So long ar any of the oil and gas leases subject to this agreement remain or are continued in force as to any part of the Contract Area, whether by production, extension, renewal or otherwise, and/or so long as oil and/or gas production continues from any lease or oil and gas interest.

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Option No. 2: In the event the well described in Article VI.A., or any subsequent well drilled under any provision of this agreement, results in production of oil and/or gas in paying quantities, this agreement shall continue in force so long as any such well or wells produce, or are capable of production, and for an additional period of 90 days from cessation of all production; provided, however, if, prior to the expiration of such additional period, one or more of the parties hereto are engaged in drilling or reworking a well or wells hereunder, this agreement shall continue in force until such operations have been completed and if production results therefrom, this agreement shall continue in force as provided herein. In the event the well described in Article VI.A., or any subsequent well drilled hereunder, results in a dry hole, and no other well is producing, or capable of producing oil and/or gas from the Contract Area, this agreement shall terminate unless drilling or reworking operations are commenced within 90 days from the date of abandonment of said well.

It is agreed, however, that the termination of this agreement shall not relieve any party hereto from any liability which has accrued or attached prior to the date of such termination.

ARTICLE XIV. COMPLIANCE WITH LAWS AND REGULATIONS

A. Laws, Regulations and Orders:

This agreement shall be subject to the conservation laws of the state in which the committed acreage is located, to the valid rules, regulations, and orders of any duly constituted regulatory body of said state; and to all other applicable federal, state, and local laws, ordinances, rules, regulations, and orders.

B. Governing Law:

The essential validity of this agreement and all matters pertaining thereto, including, but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties and interpretation or construction, shall be governed and determined by the law of the state in which the Contract Area is located. If the Contract Area is in two or more states, the law of the state where most of the land in the Contract Area is located shall govern.

ARTICLE XV.
OTHER PROVISIONS

| 1 2 3 | | RTICLE XVI. SCELLANEOUS | | ar experience of the second |
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| This agreemen respective heirs, o | t shall be binding upon and devisees, legal representati | shall inure to the ves, successors an | benefit of the partic | es hereto and to the |
| This instrumen an original for all | nt may be executed in any purposes. | number of counter | parts, each of which | n shall be conside |
| IN WITNESS V | WHEREOF, this agreement | shall be effective a | is of 15th day o | f May |
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| | | Adams | Exploration | Company |
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Exhibit "A"

to Operating Agreement covering the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO.

I. Contract Area

N/2 Sec. 15, T-24-S, R-28-E, NMPM, Eddy County, New Mexico, containing 323.785 acres, more or less, from the surface to the base of the Morrow formation expected to be encountered at approximately 13,200 feet subsurface. The leases and mineral interests contributed by the parties hereto are set forth below.

II. Addresses and Interests of Parties

III. Oil and Gas Leases and Mineral Interests contributed by the parties hereto

Recommended by the Council of Petroleum Accountants Societies of North America

EXHIBIT " c "

Attached to and made a part of Operating Agreement covering the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO

ACCOUNTING PROCEDURE JOINT OPERATIONS

I. GENERAL PROVISIONS

1. Definitions

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

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

"Joint Account" shall mean the account showing the charges paid and credits received in the conduct of the Joint Operations and which are to be shared by the Parties.

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

"Non-Operators" shall mean the parties to this agreement other than the Operator.

"Parties" shall mean Operator and Non-Operators.

"First Level Supervisors" shall mean those employees whose primary function in Joint Operations is the direct supervision of other employees and/or contract labor directly employed on the Joint Property in a field operating capacity.

"Technical Employees" shall mean those employees having special and specific engineering, geological or other professional skills, and whose primary function in Joint Operations is the handling of specific operating conditions and problems for the benefit of the Joint Property.

"Personal Expenses" shall mean travel and other reasonable reimbursable expenses of Operator's employees.

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

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

2. Statement and Billings

Operator shall bill Non-Operators on or before the last day of each month for their proportionate share of the Joint Account for the preceding month. Such bills will be accompanied by statements which identify the authority for expenditure, lease or facility, and all charges and credits, summarized by appropriate classifications of investment and expense except that items of Controllable Material and unusual charges and credits shall be separately identified and fully described in detail.

3. Advances and Payments by Non-Operators

Unless otherwise provided for in the agreement, the Operator may require the Non-Operators to advance their share of estimated cash outlay for the succeeding month's operation. Operator shall adjust each monthly billing to reflect advances received from the Non-Operators.

Each Non-Operator shall pay its proportion of all bills within fifteen (15) days after receipt. If payment is not made within such time, the unpaid balance shall bear interest monthly at the rate of twelve percent (12%) per annum or the maximum contract rate permitted by the applicable usury laws in the state in which the Joint Property is located, whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid amounts.

4. Adjustments

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

5. Audit

A. Non-Operator, upon notice in writing to Operator and all other Non-Operators, shall have the right to audit Operator's accounts and records relating to the Joint Account for any calendar year within the twenty-four (24) month period following the end of such calendar year; provided, however, the making of an audit shall not extend the time for the taking of written exception to and the adjustments of accounts as provided for in Paragraph 4 of this Section I. Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct joint or simultaneous audits in a manner which will result in a minimum of inconvenience to the Operator. Operator shall bear no portion of the Non-Operators' audit cost incurred under this paragraph unless agreed to by the Operator.

6. Approval by Non-Operators

Where an approval or other agreement of the Parties or Non-Operators is expressly required under other sections of this Accounting Procedure and if the agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, Operator shall notify all Non-Operators of the Operator's proposal, and the agreement or approval of a majority in interest of the Non-Operators shall be controlling on all Non-Operators

II. DIRECT CHARGES

Operator shall charge the Joint Account with the following items:

1. Rentals and Royalties

Lease rentals and royalties paid by Operator for the Joint Operations.

2. Labor

- A. (1) Salaries and wages of Operator's field employees directly employed on the Joint Property in the conduct of Joint Operations.
 - (2) Salaries of First Level Supervisors in the field.
 - (3) Salaries and wages of Technical Employees directly employed on the Joint Property if such charges are excluded from the Overhead rates.
- B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II. Such costs under this Paragraph 2B may be charged on a "when and as paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to the Joint Account under Paragraph 2A of this Section II. If percentage assessment is used, the rate shall be based on the Operator's cost experience.
- C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are applicable to Operator's costs chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II.
- D. Personal Expenses of those employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II.

3. Employee Benefits

Operator's current costs of established plans for employees' group life insurance, hospitalization, pension, retirement, stock purchase, thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II shall be Operator's actual cost not to exceed twenty per cent (20%).

4. Material

Material purchased or furnished by Operator for use on the Joint Property as provided under Section IV. Only such Material shall be purchased for or transferred to the Joint Property as may be required for immediate use and is reasonably practical and consistent with efficient and economical operations. The accumulation of surplus stocks shall be avoided.

5. Transportation

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

- A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be made to the Joint Account for a distance greater than the distance from the nearest reliable supply store, recognized barge terminal, or railway receiving point where like material is normally available, unless agreed to by the Parties.
- B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint Account for a distance greater than the distance to the nearest reliable supply store, recognized barge terminal, or railway receiving point unless agreed to by the Parties. No charge shall be made to the Joint Account for moving Material to other properties belonging to Operator, unless agreed to by the Parties.
- C. In the application of Subparagraphs A and B above, there shall be no equalization of actual gross trucking cost of \$200 or less excluding accessorial charges.

6. Services

The cost of contract services, equipment and utilities provided by outside sources, except services excluded by Paragraph 9 of Section II and Paragraph 1. ii of Section III. The cost of professional consultant services and contract services of technical personnel directly engaged on the Joint Property if such charges are excluded from the Overhead rates. The cost of professional consultant services or contract services of technical personnel not directly engaged on the Joint Property shall not be charged to the Joint Account unless previously agreed to by the Parties.

7. Equipment and Facilities Furnished by Operator

- A. Operator shall charge the Joint Account for use of Operator owned equipment and facilities at rates commensurate with costs of ownership and operation. Such rates shall include costs of maintenance, repairs, other operating expense, insurance, taxes, depreciation, and interest on investment not to exceed eight per cent (8%) per annum. Such rates shall not exceed average commercial rates currently prevailing in the immediate area of the Joint Property.
- B.. In lieu of charges in Paragraph 7A above, Operator may elect to use average commercial rates prevailing in the immediate area of the Joint Property less 20%. For automotive equipment, Operator may elect to use rates published by the Petroleum Motor Transport Association.

8. Damages and Losses to Joint Property

All costs or expenses necessary for the repair or replacement of Joint Property made necessary because of damages or losses incurred by fire, flood, storm, theft, accident, or other cause, except those resulting from Operator's gross negligence or willful misconduct. Operator shall furnish Non-Operator written notice of damages or losses incurred as soon as practicable after a report thereof has been received by Operator.

9. Legal Expense

Expense of handling, investigating and settling litigation or claims, discharging of liens, payment of judgments and amounts paid for settlement of claims incurred in or resulting from operations under the agreement or necessary to protect or recover the Joint Property, except that no charge for services of Operator's legal staff or feets or expense of autside attornoys shall be made unless previously agreed to by the Parties. All other legal expense is considered to be severed by the averload provisions of Section III unless otherwise agreed to by the Parties, except an provided in Section I, Pangraph 9. and legal expenses incurred in connection with complying with the requirements of all regulatory agencies necessitated by Operations in the Contract Area.

10. Taxes

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

11 Incurance

Net premiums paid for insurance required to be carried for the Joint Operations for the protection of the Parties. In the event Joint Operations are conducted in a state in which Operator may act as self-insurer for Workmen's Compensation and/or Employers Liability under the respective state's laws, Operator may, at its election, include the risk under its self-insurance program and in that event, Operator shall include a charge at Operator's cost not to exceed manual rates.

12. Other Expenditures

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

III. OVERHEAD

1. Overhead - Drilling and Producing Operations

- i. As compensation for administrative, supervision, office services and warehousing costs, Operator shall charge drilling and producing operations on either:
 - (X) Fixed Rate Basis, Paragraph 1A, or
 - () Percentage Basis, Paragraph 1B.

Unless otherwise agreed to by the Parties, such charge shall be in lieu of costs and expenses of all offices and salaries or wages plus applicable burdens and expenses of all personnel, except those directly chargeable under Paragraph 2A, Section II. The cost and expense of services from outside sources in connection with matters of taxation, traffic, accounting or matters before or involving governmental agencies shall be considered as included in the Overhead rates provided for in the above selected Paragraph of this Section III unless such cost and expense are agreed to by the Parties as a direct charge to the Joint Account.

- ii. The salaries, wages and Personal Expenses of Technical Employees and/or the cost of professional consultant services and contract services of technical personnel directly employed on the Joint Property shall () shall not (X) be covered by the Overhead rates.
- A. Overhead Fixed Rate Basis
 - (1) Operator shall charge the Joint Account at the following rates per well per month:

Drilling Well Rate \$ 3000.00

Producing Well Rate \$ 300.00

- (2) Application of Overhead Fixed Rate Basis shall be as follows:
 - (a) Drilling Well Rate
 - [1] Charges for onshore drilling wells shall begin on the date the well is spudded and terminate on the date the drilling or completion rig is released, whichever is later, except that no charge shall be made during suspension of drilling operations for fifteen (15) or more consecutive days.
 - [2] Charges for offshore drilling wells shall begin on the date when drilling or completion equipment arrives on location and terminate on the date the drilling or completion equipment moves off location or rig is released, whichever occurs first, except that no charge shall be made during suspension of drilling operations for fifteen (15) or more consecutive days
 - [3] Charges for wells undergoing any type of workover or recompletion for a period of five (5) consecutive days or more shall be made at the drilling well rate. Such charges shall be applied for the period from date workover operations, with rig, commence through date of rig release, except that no charge shall be made during suspension of operations for fifteen (15) or more consecutive days.
 - (b) Producing Well Rates
 - [1] An active well either produced or injected into for any portion of the month shall be considered as a one-well charge for the entire month.
 - [2] Each active completion in a multi-completed well in which production is not commingled down hole shall be considered as a one-well charge providing each completion is considered a separate well by the governing regulatory authority.
 - [3] An inactive gas well shut in because of overproduction or failure of purchaser to take the production shall be considered as a one-well charge providing the gas well is directly connected to a permanent sales outlet.
 - [4] A one-well charge may be made for the month in which plugging and abandonment operations are completed on any well.
 - [5] All other inactive wells (including but not limited to inactive wells covered by unit allowable, lease allowable, transferred allowable, etc.) shall not qualify for an overhead charge.
- (3) The well rates shall be adjusted as of the first day of April each year following the effective date of the agreement to which this Accounting Procedure is attached. The adjustment shall be computed by multiplying the rate currently in use by the percentage increase or decrease in the average weekly earnings of Erude Petroleum and Gas Production Workers for the last calendar year compared to the calendar year preceding as shown by the index of average weekly earnings of Crude Petroleum and Gas Fields Production Workers as published by the United States Department of Labor, Bureau of Labor Statistics, or the equivalent Canadian index as published by Statistics Canada, as applicable. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.

B. Overhead - Percentage Basis

- (1) Operator shall charge the Joint Account at the following rates:
 - (a) Development

Percent (%) of the cost of Development of the Joint Property exclusive of costs provided under Paragraph 9 of Section II and all salvage credits.

(b) Operating

Percent (%) of the cost of Operating the Joint Property exclusive of costs provided under Paragraphs 1 and 9 of Section II, all salvage credits, the value of injected substances purchased for secondary recovery and all taxes and assessments which are levied, assessed and paid upon the mineral interest in and to the Joint Property.

(2) Application of Overhead - Percentage Basis shall be as follows:

For the purpose of determining charges on a percentage basis under Paragraph 1B of this Section III, development shall include all costs in connection with drilling, redrilling, deepening or any remedial operations on any or all wells involving the use of drilling crew and equipment; also, preliminary expenditures necessary in preparation for drilling and expenditures incurred in abandoning when the well is not completed as a producer, and original cost of construction or installation of fixed assets, the expansion of fixed

pleted as a producer, and original cost of construction or installation of fixed assets, the expansion of fixed assets and any other project clearly discernible as a fixed asset, except Major Construction as defined in

Paragraph 2 of this Section III. All other costs shall be considered as Operating.

2. Overhead - Major Construction To be negotiated

pansion of fixed assets, and any other project clearly discernible as a fixed asset required for the development and operation of the Joint Property, Operator shall either negotiate a rate prior to the beginning of construction, or shall charge the Joint Account for Overhead based on the following rates for any Major Construction project in excess

| of | \$; • • • • • • • • • • • • • • • • • | | |
|----|---|-------------------------------|--------|
| A, | % of total costs if such costs are more than \$ | but less than \$ | ; plus |
| B. | % of total costs in excess of \$ bu | t less than \$1,000,000; plus | |
| C. | % of total costs in excess of \$1,000,000. | | |

Total cost shall mean the gross cost of any one project. For the purpose of this paragraph, the component parts

3. Amendment of Rates

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

IV. PRICING OF JOINT ACCOUNT MATERIAL PURCHASES, TRANSFERS AND DISPOSITIONS

Operator is responsible for Joint Account Material and shall make proper and timely charges and credits for all material movements affecting the Joint Property. Operator shall provide all Material for use on the Joint Property; however, at Operator's option, such Material may be supplied by the Non-Operator. Operator shall make timely disposition of idle and/or surplus Material, such disposal being made either through sale to Operator or Non-Operator, division in kind, or sale to outsiders. Operator may purchase, but shall be under no obligation to purchase, interest of Non-Operators in surplus condition A or B Material. The disposal of surplus Controllable Material not purchased by the Operator shall be agreed to by the Parties.

1. Purchases

Material purchased shall be charged at the price paid by Operator after deduction of all discounts received. In case of Material found to be defective or returned to vendor for any other reason, credit shall be passed to the Joint Account when adjustment has been received by the Operator.

2. Transfers and Dispositions

Material furnished to the Joint Property and Material transferred from the Joint Property or disposed of by the Operator, unless otherwise agreed to by the Parties, shall be priced on the following bases exclusive of cash discounts:

A. New Material (Condition A)

- (1) Tubular goods, except line pipe, shall be priced at the current new price in effect on date of movement on a maximum carload or barge load weight basis, regardless of quantity transferred, equalized to the lowest published price f.o.b. railway receiving point or recognized barge terminal nearest the Joint Property where such Material is normally available.
- (2) Line Pipe
 - (a) Movement of less than 30,000 pounds shall be priced at the current new price, in effect at date of movement, as listed by a reliable supply store nearest the Joint Property where such Material is normally available.
 - (b) Movement of 30,000 pounds or more shall be priced under provisions of tubular goods pricing in Paragraph 2A (1) of this Section IV.
- (3) Other Material shall be priced at the current new price, in effect at date of movement, as listed by a reliable supply store or f.o.b. railway receiving point nearest the Joint Property where such Material is normally available.
- B. Good Used Material (Condition B)

Material in sound and serviceable condition and suitable for reuse without reconditioning:

- (1) Material moved to the Joint Property
 - (a) At seventy-five percent (75%) of current new price, as determined by Paragraph 2A of this Section IV.
- (2) Material moved from the Joint Property
 - (a) At seventy-five percent (75%) of current new price, as determined by Paragraph 2A of this Section IV, if Material was originally charged to the Joint Account as new Material, or

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(b) at sixty-five percent (65%) of current new price, as determined by Paragraph 2A of this Section IV, if Material was originally charged to the Joint Account as good used Material at seventy-five percent (75%) of current new price.

The cost of reconditioning, if any, shall be absorbed by the transferring property.

C. Other Used Material (Condition C and D)

(1) Condition C

Material which is not in sound and serviceable condition and not suitable for its original function until after reconditioning shall be priced at fifty percent (50%) of current new price as determined by Paragraph 2A of this Section IV. The cost of reconditioning shall be charged to the receiving property, provided Condition C value plus cost of reconditioning does not exceed Condition B value.

(2) Condition D

All other Material, including junk, shall be priced at a value commensurate with its use or at prevailing prices. Material no longer suitable for its original purpose but usable for some other purpose, shall be priced on a basis comparable with that of items normally used for such other purpose. Operator may dispose of Condition D Material under procedures normally utilized by the Operator without prior approval of Non-Operators.

D. Obsolete Material

Material which is serviceable and usable for its original function but condition and/or value of such Material is not equivalent to that which would justify a price as provided above may be specially priced as agreed to by the Parties. Such price should result in the Joint Account being charged with the value of the service rendered by such Material.

E. Pricing Conditions

- (1) Loading and unloading costs may be charged to the Joint Account at the rate of fifteen cents (15¢) per hundred weight on all tubular goods movements, in lieu of loading and unloading costs sustained, when actual hauling cost of such tubular goods are equalized under provisions of Paragraph 5 of Section II.
- (2) Material involving erection costs shall be charged at applicable percentage of the current knocked-down price of new Material.

3. Premium Prices

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

4. Warranty of Material Furnished by Operator

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

V. INVENTORIES

The Operator shall maintain detailed records of Controllable Material.

1. Periodic Inventories, Notice and Representation

At reasonable intervals, Inventories shall be taken by Operator of the Joint Account Controllable Material. Written notice of intention to take inventory shall be given by Operator at least thirty (30) days before any inventory is to begin so that Non-Operators may be represented when any inventory is taken. Failure of Non-Operators to be represented at an inventory shall bind Non-Operators to accept the inventory taken by Operator.

2. Reconciliation and Adjustment of Inventories

Reconciliation of a physical inventory with the Joint Account shall be made, and a list of overages and shortages shall be furnished to the Non-Operators within six months following the taking of the inventory. Inventory adjustments shall be made by Operator with the Joint Account for overages and shortages, but Operator shall be held accountable only for shortages due to lack of reasonable diligence.

3. Special Inventories

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

4. Expense of Conducting Periodic Inventories

The expense of conducting periodic Inventories shall not be charged to the Joint Account unless agreed to by the Parties.

EXHIBIT "D"

INSURANCE

- Workmen's Compensation to cover full liability under the Workmen's Compensation Law of the State where operations are being conducted.
- 2. Employer's Liability Insurance with a limit of not less than \$100,000.00.

3. General Comprehensive Liability and Automobile Liability with bodily injury limits of \$100,000.00 per person and \$300,000.00 per occurrence and property damage of \$100,000.00 per occurrence.

GAS BALANCING AGREEMENT

Each party has made or will make arrangements to sell or utilize its share of the gas produced from the wells covered hereby, and this agreement shall be considered a separate and distinct agreement as to each separate well completion ("said well") under the Operating Agreement. However, one or more of the parties may not be disposing of their interest in the gas production from time to time; therefore, to permit each party to produce and dispose of its interest in the gas production from said well with as much flexibility as possible, the parties hereto agree to the storage and balancing arrangement herein set forth.

1

From and after the date of initial delivery of gas from said well, during any period when a party is taking less than its full share of the gas produced from said well, any other party may produce from said well and take or deliver to a purchaser, each month, all or part of that portion of the allowable gas production which is not produced by a party taking less than its full share; provided, however, no party shall be entitled to take or deliver to a purchaser in excess of two hundred percent (200%) of its current share of the volume capable of being delivered or of the allowable gas production assigned thereto by the regulatory authority having jurisdiction, whichever is less. The parties hereto shall share in and own the liquid hydrocarbons recovered from such gas by lease equipment in accordance with their respective interests.

2.

On a cumulative basis, a party taking less than its full share of the gas produced shall be credited with gas in storage equal to its full share of the total gas produced, less such party's share of the gas used in the operation of said well of vented or lost, and less that portion of the gas such party took or delivered to a purchaser. The Operator of the well will maintain an account of the gas balance as between the parties hereto and will furnish each party monthly statements showing the total quantity of gas produced, the portion thereof used in operations, vented or lost, the total quantity of gas taken by each party, and the monthly and cumulative over and under delivery of each party.

3.

After notice to the Operator, any party may at any time begin taking or delivering to a purchaser its full share of the gas produced (less such party's share of gas used in operations, vented or lost). To allow the recovery of gas in storage and to balance the gas account of the parties in accordance with their respective interests, a party with gas in storage shall be entitled to take or deliver to a purchaser its current share of the gas produced (less such party's share of gas used in operation, vented or lost), plus a share of gas not exceeding its gas in storage determined by multiplying twenty-five percent (25%) of the interest in current gas production of the party or parties without gas in storage by a fraction, the numerator of which is the interest in said well of such party with gas in storage and the denominator of which is the total percentage interest in said well of all parties with gas in storage currently taking or delivering to a purchaser.

4.

Nothing herein shall be construed to deny any party the right, from time to time, to produce and take or deliver to its purchaser its full share of the allowable gas production to meet any deliverability tests.

5.

During the term of this agreement, it shall be each party's responsibility to pay or cause to be paid its own royalty owners (and the term "royalty owners" shall include owners of royalties, overriding royalties, production payments and similar interests), as they may be entitled respectively to be paid.

6.

Each party producing and taking or delivering gas to its purchaser shall pay or cause to be paid any and all production taxes due on such gas.

7.

Should production of gas from said well by permanently discounted before the gas account is balanced, settlement will be made between the underproduced and overproduced parties. In making such settlements, the underproduced party or parties will be paid a sum of money by the overproduced party or parties based on the price as defined below of the last accrued overproduction and equal to the volume of overproduction of each such party subject to settlement, less applicable taxes theretofore paid. For gas sold which is not subject to price regulation by any valid authority having jurisdiction, the price basis shall be the price received for sale of the gas. For gas sold which is subject to price regulation under the Natural Gas Policy Act of 1978 or by any authority having jurisdiction, the price basis shall be the rate collected from time to time which is not subject to possible refund, as provided by such authority applicable to the gas sold from said well, plus any additional collected amount which is not ultimately required by said authority to be refunded, such additional collected amount to be accounted for at such time as final determination is made with respect thereto.

8.

This agreement shall be and remain in force and effect for a term concurrent with the term of the Operating Agreement between the parties.

9.

Nothing herein shall change or effect each party's obligations to pay its proportionate share of all costs and liabilities incurred, as its share thereof is set forth in the Operating Agreement.

Exhibit "F"

EQUAL EMPLOYMENT OPPORTUNITY PROVISION

During the performance of this contract, Operator (Adams Exploration Company) agrees as follows:

- 1. The Operator will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Operator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action 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 Operator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2. The Operator will, in all solicitations or advertisements for employees placed by or on behalf of the Operator, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3. The Operator will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Operator's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4. The Operator will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of labor.
- 5. The Operator will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6. In the event of the Operator's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part, and the Operator may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7. The Operator will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Operator will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Operator becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Operator may request the United States to enter into such litigation to protect the interests of the United States.

Operator acknowledges that it may be required to file Standard Form 100 (EDD-1) promulgated jointly by the Office of Federal Contract Compliance, the Equal Employment Opportunity Commission and Plans for Progress with Joint Reporting Committee, Federal Depot, Jeffersonville, Indiana, within thirty (30) days of the date of contract award if such report has not been filed for the current year and otherwise comply with or file such other compliance reports as may be required under Executive Order 11246, as amended and Rules and Regulations adopted thereunder.

Operator further acknowledges that he may be required to develop a written affirmative action compliance program as required by the Rules and Regulations approved by the Secretary of Labor under authority of Executive Order 11246 and supply Non-Operators with a copy of such program if they so request.

Operator assures Non-Operators that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. For this purpose, it is understood that the phrase "segregated facilities" includes facilities which are in fact segregated on a basis of race, color, religion, or national origin, because of habit, local custom or otherwise. It is further understood and agreed that maintaining or providing segregated facilities for its employees or permitting its employees to perform their services at any location under its control where segregated facilities are maintained is a violation of the equal opportunity clause required by Executive Order 11246 of September 24, 1965.

Operator further understands and agrees that a breach of the assurance herein contained subjects it to the provisions of the Order at 41 CFR Chapter 60 of the Secretary of Labor dated May 21, 1968, and the provisions of the equal opportunity clause enumerated in contracts between the United States of America and Non-Operators.

Thoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 8 1001.

EXHIBIT "G" RELATIONSHIP OF THE PARTIES AND TAX PROVISIONS

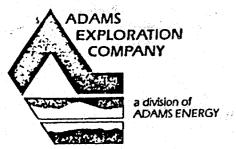
The rights, duties, obligations and liabilities of the Parties hereunder shall be several and not joint or collective. It is not the purpose or intention of this Agreement to create any mining partnership, commercial partnership or other partnership relation and none shall be inferred from the agreement below to file no election to be excluded from the application of certain United States tax laws.

Each Party agrees not to elect to be excluded from the application of Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code of 1954, and all amendments thereto. Operator shall prepare and file the necessary United States partnership tax returns. In preparing such returns Operator shall use its best efforts, but in doing so, shall incur no liability to the Parties with regard to such returns. Prior to filing such returns, Operator shall submit copies to the Parties in sufficient time prior to the due date, plus any extension thereof, to permit review and approval thereof. It is agreed that the accrual method of accounting shall be adopted by the tax partnership and such accounting shall be maintained on a calendar year basis. It is agreed further that the tax partnership shall elect, pursuant to Section 263 of the Internal Revenue Code of 1954 to expense as incurred all intangible drilling and development costs.

The Parties agree that for United States income tax purposes, the gains and losses from sales, abandonments and other disposition of property (other than oil or gas) and all classes of costs, expenses and credits, including depreciation and depletion, shall be shared and accounted for in any applicable partnership income tax return as follows:

- (a) The production costs shall be allocated as deductions to each Party in accordance with its respective contributions to such costs.
- (b) The exploration costs and intangible drilling and development costs shall be allocated as deductions to each Party in accordance with its respective contributions to such costs.
- (c) The depreciation on tangible equipment shall be allocated to each Party in accordance with its resepctive contributions to the adjusted basis of such equipment.
- (d) The deduction for statutory depletion under Section 613 of the Internal Revenue Code shall be accounted among the Parties in the same ratio as the respective Parties realize gross income subject to statutory depletion. If applicable, the deduction for cost depletion under Section 611 of the Internal Revenue Code shall be allocated to each Party in accordance with its respective contributions to the adjusted basis for depletion in properties.
- (e) Gains and losses from each sale, abandonment or other disposition of property (other than oil or gas) shall be attributed to the Parties in such manner as to reflect the gains and losses that would have been includable in their respective income tax returns if such property were held by the Parties outside this Agreement. The computations shall take into account each Party's share of the proceeds derived from each sale or other disposition of such property during the year, selling expenses, and the Party's respective contributions to the unadjusted cost basis of such property, less any allowed or allowable depreciation, depletion, amortization or other deductions which have been allocated to each Party with respect to such property as provided herein
- (f) All other classes of costs, expenses and credits not falling within Paragraphs (a), (b), (c), (d), and (e) above shall be allocated to and accounted for by each Party in accordance with its respective contributions to such costs, expenses and credits.

As used in this Section, the term "adjusted basis" shall mean the adjusted basis as defined in Section 1011 of the United States Internal Revenue Code of 1954.



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|-----|--|--|--|---------------------------------------|
| | AUTHORITY FOR | EXPENDITURE | | |
| | WELL NAME: | MALAGA PROSPECT | . · | |
| | COUNTY: | Eddy | STATE: New Mexico | · · · · · · · · · · · · · · · · · · · |
| | LOCATION: | Sec. 15, T-24-S, R | -28-E | |
| | PROPOSED DEPTH | : 13,200' FI | DRMATION: Morrow OI | L or GAS Gas |
| | The second secon | AMENDED: 1 | | 3 |
| | DATE: 5-3-79 | ANIENDED: I_ | 7-3-13 | |
| | that this Af | É shall be your a s as are necessa; wing sum. Blowou | only and it is unde authority to drill s ry, whether the cost ut insurance, if ele | aid well and incur is more or less |
| | | | ESTIMATED COST | ACUTAL COST |
| | I LEASEHOLD CO | | | |
| | 1. Acreage | Costs | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | |
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| | 3. Commiss: | ions | | |
| c). | 4. Other TOTAL L | EASEHOLD | | |
| | to the first state of the second state of the | ing. Ng dipanggalan na ang Propinsi Ng Palanggan Si | | |
| | | FORE CASING POIN Quards & Road Eqp | | |
| | o. Lautzei | 1800' 5" 1289/cft | 23,200 | · · · · · · · · · · · · · · · · · · · |
| | 6. Conduct | or 40'-16"@ 1400 S | /cft 700 | |
| | 7. Surface | 600 13-3/8 2047 S | /cft 12,300 | |
| | 8. Interm. | 10,0 <u>00 9-5/80 1800 \$</u> 250' <u>7-5/80 1400 \$</u> | /cft 187,200 | |
| | | 250' <u>7-5</u> /8 <u>1400</u> \$ | | |
| | 10. Bradenh | | 21,000 | |
| | | ing Eqpt. Liner t | | |
| | | Centralizers, etc | . 10,000 | <u> </u> |
| | | ease Eqpt. | 15,000 | |
| | LOTAL FEUCTIO | , etc. TANGIBLE BCP | 323,500 | |
| | IUIAL | TAIVE IBLE BCF | 323,300 | |
| , | III INTANGIBLE | COSTS BEFORE CA | SING POINT | |
| | 13. Surveyi | .ng | 500 | |
| | 14. Dirt Wo | rk - Roads, Loca | | |
| | | Damages | 10,000 | |
| | . Drillin | | 101 | |
| | 16. Contrac | t fte \$ | /ft | |
| | 17. Daywork | | /D 350,000 | |
| | 18. Turnkey | m (MT MD BH BD) | 50.000 | |
| | | | | |

410 WEST OHID - SUITE 202

MIDLAND, TEXAS 78701 Exhibit 8 HONE (815) 683-3303

Case 6622

| Malaga Prospect ADAMS EXPLORATION COMPANY | AFL ESTIMATED COST 68,000 | PACTUAL COST |
|---|--|--|
| 20. Bits 21. Fuel 22. Water 23. Drlg Mud & Chemicals Cementing Services 24. Conductor | 30,000 30,000 100,000 1,000 12,000 6,000 | |
| 26. Intermediate 27. Liner 7-5/8 27. Liner 7-5/8 28. Drill Stem Tests 28. 2000 each 29. Eoring & Fore Analysis Mudlog 30. Open Hole Logging 30. Tool & Equipment Rental 31. Toucking | | |
| 32. Trucking 33. Welding 34. p-&-A-Gost Misc. Labor-Csg Crew 35. Geological Services 36. Engineering Services Supervision 37. Contingencies 5% TOTAL INTANGIBLE COSTS BEFORE CASING POINT | # etc 31,000 10,000 10,000 5,000 38,000 835,500 | |
| TOTAL TANGIBLE COSTS BEFORE CASING POINT TOTAL COSTS BEFORE | 1,159,000 | : ———————————————————————————————————— |
| CASING POINT | | |

| ADAMS EXPLORATION COMPANY | ALL | PAGE 3 |
|--|-----------------------------------|---------------------------------------|
| | ESTIMATED COST | ACTUAL COST |
| IV EQUIPMENT AFTER CASING POINT | | |
| 38. Production Calling 5 "@12,09/cft | 23,200 | • |
| 39. Tubing 2-7/8 "4 5.00\$/cft | 60,000 | |
| 40. Remaining Well Head | 25,000 | |
| 41. Prod. Csg. Float Eqpt. | 25,000 | |
| Pumping Eqpt. | * | |
| 42. Pumping Unit | | |
| 43. Prime Mover | | |
| 44. Rods | | |
| 45. Bottom Hole Pump | | |
| 46. Surface Pumping Eqpt. | | |
| 47. Oil Tanks | 9,000 | |
| 48. SWD Tanks | 3,000 | |
| 49. Heaters & Separators | 15,000 | |
| 50. Flowlines & Battery Connection | | |
| 51. Misc. Lease Eqpt. | 15 | |
| ol. Misc. Fase chr. | 5,000 | |
| Chemical Pump, etc. | 3,000 | |
| 52. Packers, Plugs & Sleeves | 146,200 | |
| TOTAL TANGIBLES ACP | 140,200 | |
| . YOUTHNOUND COUTS ASTUS CASING DOL | NIT. | |
| V INTANGIBLE COSTS AFTER CASING POI | 2,500 | |
| 53. Dirt Work - Battery | 2,300 | |
| Cementing Services | 11,000 | • |
| 54. Production Casing | 11,000 | |
| 55. Squeezing | | |
| 56. Cased Hole Logs & Temp. Sur. | 6,000 | |
| 57. Perforating | | |
| Stimulation | 15,000 | |
| 58. Acid | 20,000 | |
| 59. Fracture Treatment | 8,000 | |
| 60. Pulling Unit 61. Tool & Equipment Rental | 8,000 | |
| 62. Trucking | | |
| | | |
| 63. Welding 64. Misc. Labor | 26,000 | |
| 65. Engineering Services | 5,000 | |
| Supervision | 3,000 | |
| 66. Contingencies 5 % | 3,800 | |
| TOTAL INTANGIBLE COSTS ACP | | |
| TOTAL INTRINGIBLE COSTS ACP | 80,300 | |
| TOTAL TANGIBLE COSTS ACP | 146 200 | |
| IDIAL INNUIDEL COSTS ACP | 146,200 | |
| TOTAL COSTS AFTER CSG. PT. | 226,500 | |
| The second of th | 220,300 | |
| TOTAL COSTS BEFORE CSG.PT. | 1,199,000 | |
| TOTAL COUTS DEFORE COURT | 1,199,000 | |
| TOTAL WELL COSTS | 1,385,500 | |
| TOTAL WELL COSTS | 1,000,000 | |
| | | • |
| REPARED BY: John. T. Berry | (x,y) = (x,y) + (y,y) + (y,y) = 0 | |
| MERANCO DI I | | |
| CCEPTED AND AGREED TO: | | |
| CULP (ED NIN AGREED TO: | | <u> </u> |
| DMPANY: BY: | | DATE: |
| | | ··· · · · · · · · · · · · · · · · · · |

Malaga Prospect

ADAMS EXPLORATION COMPANY

DRILLING & COMPLETION COST ESTIMATE CONTINGENCY IF ATOKA NOT ABNORMAL PRESSURED

DRILLING PHASE COST CHANGE ESTIMATE

| 7-5/8" Casing | (\$54,100) |
|------------------------------|-------------|
| Cementing Service & Supplies | (15,000) |
| Extra Rig Time | (20,000) |
| Extra Bits | (6,000) |
| Extra Drilling Mud | (20,000) |
| Extra Tubing | (8,000) |
| | (\$123,100) |

COMPLETION PHASE COST CHANGE ESTIMATE

| Extra 5" Line Extra Cementi | \$ 20,600 5,000 | |
|--------------------------------|------------------------------|-------------|
| | Total Completion Cost Change | \$ 25,600 |
| | Total Less Cost | (\$ 97,500) |



August 17, 1979

Kellahin and Kellahin P. O. Box 1769 Santa Fe, New Mexico 87501

Attention: Mr. W. Thomas Kellahin

File Case No. 6622

Re: Adams Exploration Company
N1 Section 15, T24S, R28E,
Eddy County, New Mexico
SRC Malaga Prospect #0725,
L-20933 & 20938, PT-213

Dear Mr. Kellahin:

This is to acknowledge receipt of your letter dated August 14, 1979, wherein you notified this office of Adams' intent to commence compulsory pooling proceedings. This is to advise that Southland Royalty Company hereby commits to join as a working interest owner, paying its share of the costs of the drilling of the proposed well, subject to receipt of an acceptable Operating Agreement, containing the terms as set out in Adams' letter of July 11, 1979.

I trust this will answer any questions regarding the position of Southland Royalty Company with reference to the captioned.

Yours very truly,

Richard W. Petrie District Landman

SOUTHLAND ROYALTY COMPANY

RWP:am

xc: Adams Exploration Company Attention: Mr. James C. Brown 410 West Ohio, Suite 202 Midland, Texas 79701 OIL CONSERVATION DIVISION SINTA FE

New Mexico Oil Conservation Commission Attention: Mr. Dan Nutter State Land Office Building Santa Fe, New Mexico KELLAHIN and KELLAHIN

Jason Kellahin
W. Thomas Kellahin
Karen Aubrey

Attorneys at Law
500 Don Gaspar Avenue
Post Office Box 1779 & CEIVED
Santa Fe, New Mexico 5501

July 27, 1979

OIL CONSERVATION DIVISION
SANTA FE

Telephone 982-4285 Area Code 505

Case 6622

Mrs. Florene Davidson Oil Conservation Division P. O. Box 2088 Santa Fe, New Mexico 87501

Re: Adams Exploration Company

Dear Florene:

On behalf of Adams Exploration Company I previously had you set a forced pooling case for hearing on August 8th.

My witness is unavailable then. I would appreciate having the case continued to August 22, 1979.

In addition, Dan mentioned that he would have me mail copies of the docket to all nonconsenting parties. Please advise us when they are available for mailing.

Very truly yours,

Janux W. Thomas Kellahin

WTK:eps

And the second of the second o

cc: Mr. James C. Brown

i.

Dockets Nos. 32-79 and 33-79 are tentatively set for hearing on August 22 and September 5, 1979. Applications for hearing must be filed at least 22 days in advance of hearing date.

DOCKET: COMMISSION HEARING - TUESDAY - AUGUST 7, 1979

OIL CONSERVATION COMMISSION - 9 A.M. - ROOM 205 STATE LAND OFFICE BUILDING, SANTA FE, NEW MEXICO

CASE 6590: (Continued from July 25, 1979, Examiner Hearing)

Application of Grace Petroleum Corporation for compulsory pooling and an unorthodox gas well location, Lea County, New Mexico. Applicant, in the above-styled cause, seeks an order pooling all mineral interests in the Morrow formation underlying Lots 9, 10, 15, and 16 and the SE/4 of Section 6, Township 21 South, Range 32 East, to be dedicated to a well to be drilled at an unorthodox location 4650 feet from the South line and 660 feet from the East line of said Section 6. Also to be considered will be the cost of drilling and completing said well and the allocation of the costs thereof as well as actual operating costs and charges for supervision. Also to be considered will be the designation of applicant as operator of the well and a charge for risk involved in drilling said well.

CASE 6612: Application of Gulf Oil Corporation for compulsory pooling and an unorthodox gas well location, Lea County, New Mexico. Applicant, in the above-styled cause, seeks an order pooling all mineral interests in the Morrow formation underlying Lots 9 thru 16 of Section 6, Township 21 South, Range 32 East, to be dedicated to a well to be drilled at an unorthodox location 4650 feet from the South line and 660 feet from the East line of said Section 6. Also to be considered will be the cost of drilling and completing said well and the allocation of the costs thereof as well as actual operating costs and charges for supervision. Also to be considered will be the designation of applicant as operator of the well and a charge for risk involved in drilling said well.

CASE 6555: (DE NOVO)

Application of Jake L. Hamon for an unorthodox gas well location, Lea County, New Mexico. Applicant, in the above-styled cause, seeks approval for an unorthodox location 660 feet from the North line and 560 feet from the East line of Section 30, Township 20 South, Range 36 East, North Osudo-Morrow Gas Pool, all of said Section 30 to be dedicated to the well.

Upon application of Texas Oil & Gas Corp. this case will be heard De Novo pursuant to the provisions of Rule 1220.

CASE 6596: (Continued from July 24, 1979, Commission Hearing)

Application of Harvey E. Yates Company for pool creation and special pool rules, Eddy County, New Mexico. Applicant, in the above-styled cause, seeks the creation of a new Upper Pennsylvanian gas pool to be designated as the Southeast Indian Basin-Upper Pennsylvanian Gas Pool for its Southeast Indian Basin Well No. 1 located in Unit A of Section 23, Township 22 South, Range 23 East, and special pool rules therefor including 320-acre gas well spacing.

CASE 6597: (Continued from July 24, 1979, Commission Hearing)

Application of Harvey E. Yates Company for an unorthodox gas well location, Eddy County, New Mexico. Applicant, in the above-styled cause, seeks approval for the unorthodox location of its Southeast Indian Basin Well No. 2, an Upper Pennsylvanian well to be drilled 660 feet from the North and West lines of Section 24, Township 22 South, Range 23 East, with the N/2 or all of said Section 24 to be dedicated to the well, depending on the outcome of Case No. 6596.

DOCKET: EXAMINER HEARING - WEDNESDAY - AUGUST 8, 1979

9 A.M. - OIL CONSERVATION DIVISION CONFERENCE ROOM, STATE LAND OFFICE BUILDING, SANTA FE, NEW MEXICO

The following cases will be heard before Richard L. Stamets, Examiner, or Daniel S. Nutter, Alternate Examiner:

- CASE 6613: Application of Grace Petroleum Corporation for a unit agreement, Lea County, New Mexico.

 Applicant, in the above-styled cause, seeks approval for the Smith Ranch Unit Area, comprising 1,600 acres, more or less, of State and federal lands in Township 20 South, Range 33 East.
- CASE 6602: (Continued from July 25, 1979, Examiner Hearing)

Application of Tenneco 011 Company for an unorthdox well location, Eddy County, New Mexico. Applicant, in the above-styled cause, seeks approval for the unorthdox location of its Federal 33 C No. 2 Well 1010 feet from the North line and 1710 feet from the West line of Section 33, Township 17 South, Range 29 East, South Empire-Wolfcamp Pool, the E/2 NW/4 of said Section 33 to be dedicated to the well.

- CASE 6611: (Continued from July 25, 1979, Examiner Hearing)
 - Application of Cabot Corp. for salt water disposal, Lea County, New Mexico. Applicant, in the above-styled cause, seeks approval for the disposal of produced salt water in the Devonian formation through the perforated interval from 12,156 feet to 12,574 feet in its Reed Well No. 1 located in Unit H of Section 35, Township 13 South, Range 37 East, King Field.
- CASE 6614: Application of Texaco Inc. for the amendment of Order No. R-4442, Lea County, New Mexico.

 Applicant, in the above-styled cause, seeks the amendment of Order No. R-4442 to remove the top unit allowable restriction from producing wells in the Vacuum Grayburg San Andres Unit which are offset by "lease line" injection wells.
- CASE 6615: Application of Southland Royalty Company for downhole commingling, San Juan County, New Mexico.

 Applicant, in the above-styled cause, seeks approval for the downhole commingling of Kutz-Gallup and Basin-Dakota production in the wellbore of its Frontier "E" Well No. 1 located in Unit O of Section 4, Township 27 North, Range 11 West.
- CASE 6616: Application of Watson Treating Plant for an oil tréating plant permit, Roosevelt County, New Mexico.

 Applicant, in the above-styled cause, seeks authority for the construction and operation of an oil treating plant for the purpose of treating and reclaiming sediment oil at a site in the SE/4 NW/4 of Section 34, Township 8 South, Range 35 East.
- CASE 6617: Application of El Paso Natural Gas Company for downhole commingling, Rio Arriba County, New Mexico.

 Applicant, in the above-styled cause, seeks approval for the downhole commingling of Basin-Dakota and Otero-Gallup production in the wellbore of its Jicarilla 67 Well No. 10 located in Unit M of Section 30, Township 25 North, Range 5 West.
- CASE 6618: Application of Harvey E. Yates Company for pool creation and special pool rules, Eddy County, New Mexico. Applicant, in the above-styled cause, seeks the creation of a new Yates gas pool for its DEPCO Federal Well No. 1 located in Unit D of Section 19, Township 18 South, Range 29 East, and special rules therefor, including 80-acre gas well spacing.
- CASE 6619: Application of Harvey E. Yates Company for an unorthodox well location and a non-standard proration unit, Eddy County, New Mexico. Applicant, in the above-styled cause, seeks approval of a 62.75-acre non-standard Yates gas proration unit comprising Lots 1 and 2 of Section 19, Township 18

 South, Range 29 East, to be dedicated to its DEPCO Federal Well No. 1 drilled 330 feet from the North line and 660 feet from the West line of said Section 19.
- CASE 6620: Application of Harvey E. Yates Company for an NGPA determination, Lea County, New Mexico.
 Applicant, in the above-styled cause, seeks a new onshore reservoir determination for its Austin Monteith Well No. 1 located in Unit K of Section 8, Township 14 South, Range 36 East.
- CASE 6621: Application of Harvey E. Yates Company for compulsory pooling, Eddy County, New Mexico.

 Applicant, in the above-styled cause, seeks an order pooling all mineral interests in the WolfcampPenn formations underlying the S/2 of Section 4, Township 18 South, Range 29 East, to be dedicated
 to a well to be drilled at a standard location thereon. Also to be considered will be the cost of
 drilling and completing said well and the allocation of the cost thereof as well as actual operating
 costs and charges for supervision. Also to be considered will be the designation of applicant as
 operator of the well and a charge for risk involved in drilling said well. (This case will be
 dismissed.)

Page 3 of 3 Examiner Hearing - Wednesday - August 8, 1979

Docket No. 30-79

CASE 6601: (Continued from July 25, 1979, Examiner Hearing)

Application of Harvey E. Yates Company for compulsory pooling, Lea County, New Mexico. Applicant, in the above-styled cause, seeks an order pooling all mineral interests in the Wolfcamp through Mississippian formations underlying the E/2 of Section 8, Township 14 South, Range 36 East, to be dedicated to a well to be drilled at a standard location thereon. Also to be considered will be the cost of drilling and completing said well and the allocation of the cost thereof as well as actual operating costs and charges for supervision. Also to be considered will be the designation of applicant as operator of the well and a charge for risk involved in drilling said well.

- CASE 6622: Application of Adams Exploration Company for compulsory pooling, Eddy County, New Mexico.

 Applicant, in the above-styled cause, seeks an order pooling all mineral interests in the WolfcampPenn formations underlying the N/2 of Section 15, Township 24 South, Range 28 East, to be dedicated
 to a well to be drilled at a standard location thereon. Also to be considered will be the cost of
 drilling and completing said well and the allocation of the cost thereof as well as actual operating
 costs and charges for supervision. Also to be considered will be the designation of applicant as
 operator of the well and a charge for risk involved in drilling said well.
- CASE 6623: Application of Penroc Oil Corporation for approval of infill drilling and simultaneous dedication, Eddy County, New Mexico. Applicant, in the above-styled cause, seeks a waiver of existing well spacing requirements and a finding that the recompletion in the Morrow formation of its Dero "A" Federal Well No. 1 located in Unit N of Section 35, Township 19 South, Range 28 East, is necessary to effectively and efficiently drain that portion of the proration unit which cannot be so drained by the existing well.
- CASE 6624: Application of Belco Petroleum Corporation for approval of infill drilling, Lea County, New Mexico.

 Applicant, in the above-styled cause, seeks a waiver of existing well spacing requirements and a finding that the drilling of a well to be located in Unit K of Section 31, Township 9 South, Range 33 East, Flying "M"-San Andres Pool, is necessary to effectively and efficiently drain that portion of the proration unit which cannot be so drained by the existing well.
- CASE 6625: Application of Mewbourne 011 Company for an unorthodox gas well location, Eddy County, New Mexico.

 Applicant, in the above-styled cause, seeks approval for the unorthodox location of a Morrow test well to be located 660 feet from the North line and 1315 feet from the East line of Section 30, Township 20 South, Range 27 East, the E/2 of said Section 30 to be dedicated to the well.
- CASE 6603: (Continued from July 25, 1979, Examiner Hearing)

Application of Conoco Inc. for downhole commingling, Lea County, New Mexico. Applicant, in the above-styled cause, seeks approval for the downhole commingling of Penrose Skelly and Eumont production in the wellbore of its Hawk B-1 Well No. 12 located in Unit 0 of Section 8, Township 21 South, Range 37 East.

CASE 6587: (Continued and Readvertised)

Application of Caribou Four Corners, Inc., for an uncrthodox well location, San Juan County, New Mexico. Applicant, in the above-styled cause, seeks approval for the unorthodox location of its Kirtland Well No. 4 located 1450 feet from the North line and 595 feet from the West line of Section 18, Township 29 North, Range 14 West.

Docket No. 31-79

DOCKET: EXAMINER HEARING - WEDNESDAY - AUGUST 15, 1979

9 A.M. - OIL CONSERVATION DIVISION CONFERENCE ROOM, STATE LAND OFFICE BUILDING, SANTA FE, NEW MEXICO

The following cases will be heard before Richard L. Stamets, Examiner, or Daniel S. Nutter, Alternate Examiner:

- ALLOWABLE: (1) Consideration of the allowable production of gas for September, 1979, from fifteen prorated pools in Lea, Eddy, and Chaves Counties, New Mexico.
 - (2) Consideration of the allowable production of gas for September, 1979, from four prorated pools in San Juan, Rio Arriba, and Sandoval Counties, New Mexico.

ECEIVED KELLAHIN and KELLAHI OIL CONSERVATION DIVISION Attorneys at Law SANTA FE Telephone 982-4285

Jason Kellahin W. Thomas Kellahin Karen Aubrey

500 Don Gaspar Avenue Post Office Box 1769 Santa Fe, New Mexico 87501

July 18, 1979

Case 6622

Area Code 505

Mr. Dan Nutter Oil Conservation Division P. O. Box 2088 Santa Fe, New Mexico 87501

Re: Adams Exploration Company

Dear Dan:

This will confirm our telephone conversation today, correcting our application in the above case to state that the individuals and companies listed on Exhibits "A" and the individuals and companies and need to be force pooled. "B" have NOT voluntarily joined and need to be force pooled.

Thomas

cc: Mr. James Brown

WIK:mf

KELLAHIN and KELLAHIN Attorneys at Law 500 Don Gaspar Avenue Post Office Box 1769 Santa Fe, New Mexico 87501 July 16, 1979

Telephone 982.4285 Area Code 505

Secretary and the secretary for the secretary before the secretary befor

OIL CONSERVATION DIVISION SANTA FE

Mr. Joe Ramey
Oil Conservation Division
Oil Conservation 87501
P. O. Box 2088
P. O. Box New Mexico
Santa Fe, New Mexico Adams Exploration Company

Jason Kellahin W. Thomas Kellahin

Karen Aubrey

Please set the enclosed Application for Compulsory
Please set the enclosed Application for Compulsory
August 8, 1979.
Pooling for hearing on August 8, 1979. Dear Joe:

WTK:eps Enclosure

cc: Mr. James C. Brown

STATE OF NEW MEXICO

DEPARTMENT OF ENERGY AND MINERALS. CONSERVATION DIVISION

OIL CONSERVATION DIVISION

SANTA FE

IN THE MATTER OF THE APPLICATION OF ADAMS EXPLORATION COMPANY FOR COMPULSORY POOLING, EDDY COUNTY NEW MEXICO

Case 6622

APPLICATION

Comes now Adams Exploration Company and as provided by Section 70-2-17, New Mexico Statutes Annotated-1978, applies to the Oil Conservation Division for an order pooling all the mineral interests in and under the N/2 of Section 15, T24S, R28E, NMPM, Eddy County, New Mexico, being a proration unit consisting of 323.785 acres, more or less, for a test of all producing depths to the base of the Pennsylvanian formation as a standard location, and in support thereof would show the Division:

- 1. Applicant is the owner of a right to drill and develop in the N/2 of Section 15 and proposes to dedicate the N/2 of Section 15 to a Morrow test well.
- 2. Applicant has obtained voluntary agreement for pooling from all those individuals and companies listed on Exhibit "A", Oil and Gas Leasehold Owners, and on Exhibit "B", Unleased Mineral Owners, both attached hereto and incorporated by reference herein.
- 3. As required by the provisions of Commission Rule 104, Applicant proposes to dedicate the N/2 of Section 15, Township

24 South, Range 28 East, N.M.P.M., Eddy County New Mexico to the well.

- 4. Applicant requests that it be designated operator of the pooled unit requested above, that a risk factor of 200% be assessed along with other charges.
- 5. Applicant has been unable to obtain voluntary agreement for the pooling of the unpooled interests indicated in paragraph 2 above, and in order to avoid the drilling of unnecessary wells, to protect correlative rights, and to prevent waste, the Commission should pool all interests in the spacing or proration unit as a unit.

WHEREFORE, Applicant respectfully requests that the Division set this matter for hearing before the Division's duly appointed examiner, and that after notice and hearing, as required by law, the Division enter its order pooling all interest underlying the N/2 of Section 15, Township 24 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, and designating Applicant operator of the pooled unit, together with provision for Applicant to recover its costs out of production including a risk factor to be determined by the Division and with provisions for the payment of operating costs and costs of supervision out of production to be allocated among the owners as their interest may appear and for such further orders as may be proper in the premises.

Respectfully submitted,
ADAMS EXPLORATION COMPANY

DY THEY TANK S. PRITALIN

P. O. Box 1769

Santa Fe, New Mexico 87501

ATTORNEYS FOR APPLICANT

Malaga Compulsory Pooling

Oil and Gas leasehold owners in the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO, who have not made acceptable arrangements to farmout their interests or join in the drilling of the proposed Morrow test well. All of the below descriptions that contain Lot and Block numbers or which refer to The Town of Malaga refer to the Second Amended Plat of the Town of Malaga of record in the office of the County Clerk of Eddy County, New Mexico. All acreage figures are more or less and include the particular tract's share of any and all adjoining easements. The percentages set forth below are the participation percentages for each particular owner assuming a proration unit comprised of the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO, containing 323.785 acres, more or less.

Record Owner

Land

Percentage of Unit

- J. R. Rowan and wife, Tommie D. Rowan P. O. Box 162 Midland, Texas 79701
- R. C. Roberts and wife, Ruth Roberts 100 Oil and Gas Bldg. Midland, Texas 79701

- Lots 1 (.293 acs), 2, 3 (.419 acs), 11, 12, 17 (.314 acs), and 20 (.157 acs), Block 4, 1.183 acs altogether
- Lot 1, Block 6, .272 acs
- Lot 7, Block 6, .298 acs
- Lot 13, Block 9, .413 acs
- Lots 8-11, Block 13, .419 acs
- Lots 16 and 17, Block 13 .335 acs
- Lot 29, Block 14, .149 acs
- Lots 2,3,4,6,7,8,9,11,12 (.100 acs each), 15,18 (.160 acs each), 16, 17 (.320 acs each), Block 16, 1.860 acs altogether
- Lot 14, Block 17, .257 acs
- Lot 8, Block 81, .372 acs
- Lot 14, Block 96, .207 acs
- Lot 12, Block 101, .218 acs
- Lot 12, Block 107, .218 acs
- W/2 SW/4 NW/4 NW/4 Sec. 15, 5.024 acs

ExhibiT A

Land

Percentage of Unit

Tract out of NE/4 NE/4
NE/4 Sec. 15, approximately
181'x179', containing
.744 acs described as follows:
COMMENCING at a point 470'
S of NE corner of Sec. 15,
then 240' E to the place of
beginning;
THENCE N 181';
THENCE W 179';
THENCE S 181';
THENCE E 179' to the point
of beginning.

Tract out of W/2 Tract 1 in NE/4 Sec. 15, being all of the W/2 Tract 1 less the 179'x181' tract described above and the E/151' of the N/135' of the W/2 Tract 1, .904 acs

4.315 acs out of the NE/4
NE/4 Sec. 15, being Tract 2
in Malaga described as follows:
COMMENCING at the NE corner of
Sec. 15
THENCE S 40'
THENCE W 412' to the point of
beginning;
THENCE S 430';
THENCE W 400';
THENCE N 430';
THENCE E 400' to the point of
beginning (owned in fee by Rowan,
Roberts et al)

Total acres

17.188

Total percentage 5.30846%

Net acres of Rowan and Roberts

11.835333

Net percentage of Rowan and Roberts

3.5553%

Land

Percentage of Unit

Roy G. Barton, Jr. P. O. Box 978 Hobbs, NM 88240

Und. 1/2 int. in Lot 13, Block 11, .298 acs (.149 net acs)

Lot 19, Block 12, .120 acs

Und. 1/2 int. in Lot 21,
Block 15,
 .109 acs (.0545 net acs)

Lot 9, Block 23, .207 ac

Und. 1/2 int. in Lot 13, Block 27, .172 acs (owned in fee, .086 net acs)

Lot 12, Block 28, .207 acs

Lot 9, Block 38, .207 acs (owned in fee)

Lots 3 and 5, Block 57, .413 acs

Lot 3, Block 65, .218 acs

Lots 10 (und. 1/2 int.) and 11, Block 76, .344 acs (.258 net acs)

Lot 13, Block 78, .207 acs

Lot 2, Block 83, .218 acs

All of Block 87, 4.077 acs

Lot 7, Block 88, 1.102 acs

Lot 15, Block 98, .207 acs

Lot 11, Block 103, .218 acs

Lot 3, Block 105, .207 acs

Lot 11, Block 107, .218 acs

W/2 NW/4 NW/4 NW/4 Sec. 15, 5.024 acs

Total acres of Roy G. Barton, Jr. 13.3975

Total percentage 4.13762%

Land

Percentage of Unit

Roy G. Barton P. O. Box 978 Hobbs, NM 88240 Lot 17, Block 17, .321 acs

Lot 11, Block 20, .172 acs

Lot 7, Block 23, .372 acs

Lot 6, Block 30, .207 acs

Lot 10, Block 57, .172 acs

Lot 7, Block 61, .372 acs

Lot 14, Block 65, .393 acs

Lot 15, Block 97, .201 acs

Total acres of Roy G. Barton

2.21

Total percentage .68255%

Record Owner

Land

Percentage of Unit

Aminoil USA, Inc. Lot 5, Bloc 600 Western United Life Bldg. .100 acs Midland, Texas 79701 Attn: Bill Johnson

Lot 5, Block 16,

70.28% int. in Lot 5, Block 67, .207 acs (.145 net acs)

70.28% int. in Tract 3, Town of Malaga, 7.689 acs (5.405 net acs)

Totals 5.65 net acs

1.74498%

Southland Royalty Company 1100 Wall Towers West Midland, Texas 79701 Attn: Bob Konecny, Landman

29.72% int. in Lot 5, Block 67, .207 acs (.062 net acs)

29.72% int. in Tract 3, Town of Malaga, 7.689 acs (2.284 net acs)

Totals 2.491 net acs

.76933%

| | Land | Percentage of Unit |
|--|--|--------------------|
| Record Owner | | |
| | Und. 1/2 int. in Lot 15, | .01683% |
| John P. Bates | Block 14, .109 acs, (.0545 net acs) | |
| | Und. 1/2 int. in Lot 15, | .01.683% |
| Mr. S. G. Merritt P. O. Box 2524 79701 | Block 14, .109 acs (.0545 net acs) | |
| Midland, Texas | Lot 4, Block 32, | .067348 |
| Robert B. Coleman 410 W. Ohio, Suite 206 | .218 acs | .06734% |
| Midland, Texas 79701 | Lot 14, Block 105, .218 acs | .30884% |
| M. Brad Bennett | Lot 1, Block 59, | |
| M. Brad Dox 2062 P. O. Box 2062 Midland, Texas 79702 | | |
| | | |
| GRAND T | OTALS 36.500833 net acs | 11.27316% |

Malaga Compulsory Pooling

Unleased mineral owners in the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO who have not leased their interests or made other arrangements to join in the drilling of the proposed Morrow. well. All of the below descriptions that contain Lot and Block numbers or which refer to the Town of Malaga refer to the Second Amended Plat of the Town of Malaga of record in the office of the County Clerk of Eddy County, New Mexico. All the acreage figures are more or less and include the particular tract's share of any and all adjoining easements.

The percentages set forth below are the participation percentages for each particular owner assuming a proration unit comprised of the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO, containing 323.785 acres, more or less.

| Record Owner | Land | Percentage of Unit |
|--|--|--------------------|
| Heirs or Devisees of Jose Morales, Deceased c/o Eloisa Morales | Lots 4 and 5, Block 4, .209 acs | .06454% |
| 993 Warden Ave. | | |
| San Leandro, CA 94577 | | |
| Louis Carnero 608 Presidio Carlsbad, NM 88220 | Lot 10, Block 4, .229 acs | .07072% |
| West State of the second of th | | |
| Joe F. Franco et ux Lorena | Lot 13, Block 4, | .03242% |
| Rt. 1, Box 139 B Carlsbad, NM 88220 | | |
| Norman Gerlach 11480 SW Walnut St. Tigard, OR 97223 | Lot 16, Block 4, .105 acs | .03242% |
| ligalu, (A 5/225 | | |
| American Electric Company P. O. Box 878 St. Joseph, MO 64502 | E/100' 6 Lots 14 and 15, Block 6, .164 acs | .05065% |
| | | |
| Spear Brothers Sheep & Cattle Co. | Lot 21, Block 8, | .09203% |
| 603 Seco Hobbs, NM 88240 | Und. 1/2 int. in Lot 13, Block 11, | .04601% |
| | .298 acs (.149 net acs) Und. 1/2 int. in Lot 21, Block 15, | .01683% |
| | 109 acs (.0545 net acs) Und. 1/2 int. in Lot 10, | .02656% |
| | Block 76, .172 acs (.086 net acs) | |
| Charlotte E. Cook | Und. 1/2 int. in Lot 1, | .03968% |
| c/o L. L. Cook Rt. 2 Gallatin, MO 64640 | Block 18, .257 acs (.1285 net acs) | |
| | | |

| | Record Owner | Land | Percentage of Unit |
|-----------|--|--|--------------------|
| 40 | ncy Galloway 4 Glendale rlsbad, NM 88220 | Lot 1, Block 20, .372 acs | .11489% |
| 41 | yward Filter Co. Treasure Isle guna Beach, CA 92651 | Lot 8, Block 28, .372 acs | .11489% |
| Ger | ul V. Stratton neral Delivery Lton, KS 67151 | Lot 10, Block 28, .207 acs | .06393% |
| | kie Williams ving, NM 88256 | Und. 1/2 int. in Lot 2, Block 36 .207 acs | .03196% |
| | ephen Frank Williams Laga, NM 88263 | Und. 1/2 int. in Lot 2, Block 36, .207 acs (.1035 net acs) | .03196% |
| 219 | ra Enderude 9 N. Osage 1dwell, KS 67022 | Lot 4, Block 60, .207 acs | .06393% |
| P. | ndelario Carrasco O. Box 93 ving, NM 88256 | Lot 9, Block 63, .207 acs | .06393% |
| c/c P. | tate of Tomas Ruiz, Deceased o Buford L. Norrid O. Drawer 370 rlsbad, NM 88220 | Lot 2, Block 65, .218 acs | .06732% |
| P. | arles L. Tubbs et ux Mollie O. Box 1542 swell, NM 88201 | Lot 6, Block 69, (.218 acs) Lot 13, Block 15 (.115 acs) .333 acs altogether | , .10284% |
| 26 | ne Reese 5 E. Key Blvd. dwest City, OK 73110 | Lot 7, Block 69, | .12106 % |
| Ro: 25 | nald O. Logsdon, M.D. nald O. Logsdon, Jr. 17 Tamarick Dr. nta Rosa, CA 95405 | Und. 1/2 int. in Lot 7, Block 77, .207 acs (.1035 net acs) | .031% % |
| 25 | a L. Weiss 17 Tamarick Dr. nta Rosa, CA 95405 | Und. 1/2 int. in Lot 7, Block 77, .207 acs (.1035 net acs) | .03196% |

| | في المام ا | Dorgontage of Unit |
|--|--|--|
| Record Owner | Land | Percentage of Unit |
| Heirs or devisees of Walter Powers, Deceased | Und. 1/4 int. in Lot 2, Block 80, | .01598% |
| c/o Christine L. Murphy Davis, Graham & Stubbs | .207 acs (.05175 net acs) | |
| 2600 Colorado National Bldg. | | |
| Denver, Colorado 80202 | | and the second s |
| Heirs or devisees of John | Und. 1/4 int. in Lot 2, | .01598% |
| Powers, Deceased c/o Dr. George H. Powers | Block 80, .207 acs (.05175 net acs) | |
| 4411 Palo Verza Dr. Phoenix, Arizona 85018 | | |
| | | |
| | | |
| Heirs or devisees of Victor Powers, Deceased | Und. 1/4 int. in Lot 2, Block 80, | .01598% |
| c/o Dorothy Powers Montgomery 631 Hubbard Ave. | .207 acs (.01575 net acs) | |
| Santa Clara, CA 95051 | | |
| Michelle G. Davis | Lot 13, Block 81, | .06393% |
| 2406 Janet St. Kissimmee, Florida 32741 | .207 acs | .003338 |
| | | |
| State of New Mexico c/o Office of the Director | Block 86, 4.077 acs | 1.25916% |
| of Property Control Room 106 | | |
| Bataan Memorial Bldg. Santa Fe, NM 87503 | | |
| Attn: Harold Barnes | | |
| | 7.4. 11 91.23. 05 | .05312% |
| Julia E. Weiss c/o Helen H. Weiss | Lot 11, Block 95, .172 acs | •03312* |
| Lake Valhalla 2-26 Macleary Montville, New Jersey 07045 | | |
| | | |
| Florence D. Samuels | Lot 7, Block 102, | .06732% |
| 1200 Humboldt Denver, CO 88218 | .218 acs | |
| | Tal 13 Black 106 | .06393% |
| Estate of A. R. Ogden, Deceased | Lot 13, Block 106, .207 acs | 7 |
| c/o O. Ogden Rt. 2, Box 275 Aurora, OR 97002 | | |

| Record Owner | Land | Percentage of Unit |
|--|---|--------------------|
| Lyle B. Butz II et ux Jessie Pearl 814 W. 8th | Lot 12, Block 33, .172 acs | .05312% |
| Los Angeles, CA 90017 | | |
| Ed Dunagan Insurance 212 N. Stevens Carlsbad, NM 88220 | Lot 9, Block 102, .218 acs | .06732% |
| | | |
| New Mexico Osage Royalty P. O. Box 157 Roswell, NM 88201 | Und. 3/8 int. in Lot 13, Block 27, .172 acs (.0215 net acs) | .00664% |
| | | |
| | | |
| The later of the control of the cont | SHATING SECTION AND A SECTION ASSESSMENT | 1.020%e |
| The Right Reverand Anthony J. Schaler, S. J. Roman | BEGINNING at a point 260' W of the NE corner Sec. 1 | .12384% |
| Catholic Bishop | THENCE S 175' for the SE | |
| c/o Catholic Church | corner of this tract; | |
| Malaga, NM 88263 | THENCE W 100' for the SW corner of this tract; | |
| | THENCE N 175' to the N line of Sec. 15 for the NW | 3 |
| | corner of this tract; | |
| | THENCE E 100' to the point | |
| | of beginning, containing .401 acs. more or less. | |

2.94763%

The Malaga Land and Improvement Company No known address

That portion of the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO lying East of the W/2 W/2 W/2 NW/4 Sec. 15 and West and Southwest of the Town of Malaga, being a strip of land approximately 160' wide at the N/line of the N/2 Sec. 15, 152' wide at the S/line of the N/2 Sec. 15, and approximately 2665' long, containing 9.544 acres, more or or less.

.

That portion of the NW/4 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO lying East of the above described strip of land and South of the Town of Malaga, being approximatey 30' long at its West end, 40' long at its East end and 2163' wide, containing 1.738 acres, more or less.

.53677%

GRAND TOTALS

21.48425 net acs

6.63534 %

Note: The participation figures for all owners and the acreage and participation figures for The Malaga Land and Improvement Company are based on the N/2 Sec. 15 containing approximately 323.785 acres which is the acreage that the N/2 Sec. 15 would contain on the basis of the Resurvey of Sec. 15 authorized by General Land Office Letter "E" dated August 1, 1940.

STATE OF NEW MEXICO

DEPARTMENT OF ENERGY AND MINERALS

OIL CONSERVATION DIVISION

OIL CONSERVATION DIVISION

IN THE MATTER OF THE APPLICATION OF ADAMS EXPLORATION COMPANY FOR COMPULSORY POOLING, EDDY COUNTY NEW MEXICO

Case 6622

APPLICATION

Comes now Adams Exploration Company and as provided by Section 70-2-17, New Mexico Statutes Annotated-1978, applies to the Oil Conservation Division for an order pooling all the mineral interests in and under the N/2 of Section 15, T24S, R28E, NMPM, Eddy County, New Mexico, being a proration unit consisting of 323.785 acres, more or less, for a test of all producing depths to the base of the Pennsylvanian formation as a standard location, and in support thereof would show the Division:

- 1. Applicant is the owner of a right to drill and develop in the N/2 of Section 15 and proposes to dedicate the N/2 of Section 15 to a Morrow test well.
- 2. Applicant has obtained voluntary agreement for pooling from all those individuals and companies listed on Exhibit "A", Oil and Gas Leasehold Owners, and on Exhibit "B", Unleased Mineral Owners, both attached hereto and incorporated by reference herein.
- 3. As required by the provisions of Commission Rule 104, Applicant proposes to dedicate the N/2 of Section 15, Township

24 South, Range 28 East, N.M.P.M., Eddy County New Mexico

- Applicant requests that it be designated operator of the pooled unit requested above, that a risk factor of to the well. 200% be assessed along with other charges.
 - 5. Applicant has been unable to obtain voluntary agreement for the pooling of the unpooled interests indicated in paragraph 2 above, and in order to avoid the drilling of unnecessary wells, to protect correlative rights, and to prevent waste, the Commission should pool all interests in

the spacing or proration unit as a unit. WHEREFORE, Applicant respectfully requests that the Division set this matter for hearing before the Division's duly appointed examiner, and that after notice and hearing, as required by law, the Division enter its order pooling all interest underlying the N/2 of Section 15, Township 24 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, and designating Applicant operator of the pooled unit, together with provision for Applicant to recover its costs out of production including a risk factor to be determined by the Division and with provisions for the payment of operating costs and costs of supervision out of production to be allocated among the owners as their interest may appear and for such further orders as may be proper in the premises.

Respectfully submitted, ADAMS EXPLORATION/COMPANY

Santa Fe, New Mexico 87501 P. O. Box 1769

ATTORNEYS FOR APPLICANT

Malaga Compulsory Pooling

Oil and Gas leasehold owners in the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO, who have not made acceptable arrangements to farmout their interests or join in the drilling of the proposed Morrow test well. All of the below descriptions that contain Lot and Block numbers or which refer to The Town of Malaga refer to the Second Amended Plat of the Town of Malaga of record in the office of the County Clerk of Eddy County, New Mexico. All acreage figures are more or less and include the particular tract's share of any and all adjoining easements. The percentages set forth below are the participation percentages for each particular owner assuming a proration unit comprised of the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO, containing 323.785 acres, more or less.

Record Owner

Land

Percentage of Unit

J. R. Rowan and wife, Tommie D. Rowan P. O. Box 162 Midland, Texas 79701

R. C. Roberts and wife, Ruth Roberts 100 Oil and Gas Bldg. Midland, Texas 79701 Lots 1 (.293 acs), 2, 3 (.419 acs), 11, 12, 17 (.314 acs), and 20 (.157 acs), Block 4, 1.183 acs altogether

Lot 1, Block 6, .272 acs

Lot 7, Block 6, .298 acs

Lot 13, Block 9, .413 acs

Lots 8-11, Block 13,

Lots 16 and 17, Block 13 .335 acs

Lot 29, Block 14, .149 acs

Lots 2,3,4,6,7,8,9,11,12 (.100 acs each), 15,18 (.160 acs each), 16, 17 (.320 acs each), Block 16, 1.860 acs altogether

Lot 14, Block 17, .257 acs

Lot 8, Block 81, .372 acs

Lot 14, Block 96, .207 acs

Lot 12, Block 101, .218 acs

Lot 12, Block 107, .218 acs

w/2 SW/4 NW/4 NW/4
Sec. 15,
 5.024 acs

Exhibit A

Land

Percentage of Unit

Tract out of NE/4 NE/4
NE/4 Sec. 15, approximately
181'x179', containing
.744 acs described as follows:
COMMENCING at a point 470'
S of NE corner of Sec. 15,
then 240' E to the place of
beginning;
THENCE N 181';
THENCE W 179';
THENCE S 181';
THENCE E 179' to the point
of beginning.

Tract out of W/2 Tract 1 in NE/4 Sec. 15, being all of the W/2 Tract 1 less the 179'x181' tract described above and the E/151' of the N/135' of the W/2 Tract 1, .904 acs

4.315 acs out of the NE/4
NE/4 Sec. 15, being Tract 2
in Malaga described as follows:
COMMENCING at the NE corner of
Sec. 15
THENCE S 40'
THENCE W 412' to the point of
beginning;
THENCE S 430';
THENCE W 400';
THENCE N 430';
THENCE E 400' to the point of
beginning (owned in fee by Rowan,
Roberts et al)

Total acres

17.188

Total percentage 5.30846%

Net acres of Rowan and Roberts

11.835333

Net percentage of Rowan and

Roberts 3.5553%

Land

Percentage of Unit

Roy G. Barton, Jr. P. O. Box 978 Hobbs, NM 88240

Und. 1/2 int. in Lot 13, Block 11, .298 acs (.149 net acs)

Lot 19, Block 12, .120 acs

Und. 1/2 int. in Lot 21,
Block 15,
 .109 acs (.0545 net acs)

Lot 9, Block 23, .207 ac

Und. 1/2 int. in Lot 13, Block 27, .172 acs (owned in fee, .086 net acs)

Lot 12, Block 28, .207 acs

Lot 9, Block 38, .207 acs (owned in fee)

Lots 3 and 5, Block 57,
.413 acs

Lot 3, Block 65, .218 acs

Lots 10 (und. 1/2 int.) and 11, Block 76, .344 acs (.258 net acs)

Lot 13, Block 78, .207 acs

Lot 2, Block 83, .218 acs

All of Block 87, 4.077 acs

Lot 7, Block 88, 1.102 acs

Lot 15, Block 98, .207 acs

Lot 11, Block 103, .218 acs

Lot 3, Block 105, .207 acs

Lot 11, Block 107, .218 acs

W/2 NW/4 NW/4 NW/4 Sec. 15, 5.024 acs

Total acres of Roy G. Barton, Jr. 13.3975

Total percentage 4.13762%

Land

Percentage of Unit

Roy G. Barton P. O. Box 978 Hobbs, NM 88240 Lot 17, Block 17, .321 acs

Lot 11, Block 20, .172 acs

Lot 7, Block 23, 372 acs

Lot 6, Block 30, .207 acs

Lot 10, Block 57, .172 acs

Lot 7, Block 61, .372 acs

Lot 14, Block 65, .393 acs

Lot 15, Block 97, .201 acs

Total acres of Roy G. Barton

2.21

Total percentage .68255%

Record Owner

Land

Percentage of Unit

Aminoil USA, Inc. 600 Western United Life Bldg. Midland, Texas 79701 Attn: Bill Johnson

Lot 5, Block 16, . . . 100 acs

70.28% int. in Lot 5, Block 67, .207 acs (.145 net acs)

70.28% int. in Tract 3, Town of Malaga, 7.689 acs (5.405 net acs)

Totals 5.65 net acs

1.74498%

Southland Royalty Company 1100 Wall Towers West Midland, Texas 79701 Attn: Bob Konecny, Landman 29.72% int. in Lot 5, Block 67, .207 acs (.062 net acs)

29.72% int. in Tract 3, Town of Malaga, 7.689 acs (2.284 net acs)

Totals 2.491 net acs

.76933%

| | Percentage of Unit |
|--|--|
| De la companya de la | |
| nd. 1/2 int. in Lot 15, lock 14, .109 acs, (.0545 net acs) | .01683% |
| nd. 1/2 int. in Lot 15, lock 14, .109 acs (.0545 net acs) | .01683% |
| ot 4, Block 32, .218 acs | .06734% |
| ot 14, Block 105, .218 acs | .06734% |
| ot 1, Block 59, | .30884% |
| | nd. 1/2 int. in Lot 15, lock 14, .109 acs, (.0545 net acs) nd. 1/2 int. in Lot 15, lock 14, .109 acs (.0545 net acs) ot 4, Block 32, .218 acs ot 14, Block 105, .218 acs ot 1, Block 59, |

36.500833 net acs

GRAND TOTALS

11.27316%

Malaga Compulsory Pooling

Unleased mineral owners in the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO who have not leased their interests or made other arrangements to join in the drilling of the proposed Morrow well. All of the below descriptions that contain Lot and Block numbers or which refer to the Town of Malaga refer to the Second Amended Plat of the Town of Malaga of record in the office of the County Clerk of Eddy County, New Mexico. All the acreage figures are more or less and include the particular tract's share of any and all adjoining easements.

The percentages set forth below are the participation percentages for each particular owner assuming a proration unit comprised of the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO, containing 323.785 acres, more or less.

| Record Owner | Land | Percentage of Unit |
|--|---|--------------------|
| Heirs or Devisees of Jose Morales, Deceased c/o Eloisa Morales | Lots 4 and 5, Block 4, .209 acs | .06454% |
| 993 Warden Ave. San Leandro, CA 94577 | | |
| | | |
| Louis Carnero 608 Presidio Carlsbad, NM 88220 | Lot 10, Block 4, .229 acs | .07072% |
| | | |
| Joe F. Franco et ux Lorena | Lot 13, Block 4, .105 acs | .03242% |
| Rt. 1, Box 139 B Carlsbad, NM 88220 | | |
| Norman Gerlach | Lot 16, Block 4, | .03242% |
| 11480 SW Walnut St. Tigard, OR 97223 | .105 acs | |
| American Electric Company P. O. Box 878 St. Joseph, MO 64502 | E/100' of Lots 14 and 15, Block 6, .164 acs | .05065% |
| | | |
| Spear Brothers Sheep & Cattle Co. | Lot 21, Block 8, | .09203% |
| 603 Seco Hobbs, NM 88240 | Und. 1/2 int. in Lot 13, Block 11, | .04601% |
| HODDS / Mil OCEA | .298 acs (.149 net acs) Und. 1/2 int. in Lot 21, Block 15, | .01683% |
| | .109 acs (.0545 net acs) Und. 1/2 int. in Lot 10, Block 76, | .02656% |
| | .172 acs (.086 net acs) | |
| | | 020609 |
| Charlotte E. Cook | Und. 1/2 int. in Lot 1, Block 18, .257 acs (.1285 net acs) | .03968% |
| Rt. 2 Gallatin, MO 64640 | .231 des (11203 het des) | |

| Record Owner | Land | Percentage of Unit |
|--|--|--------------------|
| Nancy Galloway 404 Glendale Carlsbad, NM 88220 | Lot 1, Block 20, .372 acs | .11489% |
| | | |
| Hayward Filter Co. 41 Treasure Isle Laguna Beach, CA 92651 | Lot 8, Block 28, .372 acs | .11489% |
| | | |
| Paul V. Stratton General Delivery | Lot 10, Block 28, .207 acs | .06393% |
| Walton, KS 67151 | | |
| Roxie Williams Loving, NM 88256 | Und. 1/2 int. in Lot 2, Block 36 | .03196% |
| en de la companya de La companya de la co | .207 acs | |
| | | |
| Stephen Frank Williams Malaga, NM 88263 | Und. 1/2 int. in Lot 2, Block 36, | .03196% |
| | .207 acs (.1035 net acs) | |
| | | |
| Cora Enderude 219 N. Osage Caldwell, KS 67022 | Lot 4, Block 60, .207 acs | .06393% |
| The same of the sa | | |
| Candelario Carrasco P. O. Box 93 Loving, NM 88256 | Lot 9, Block 63, .207 acs | .06393% |
| | | |
| Estate of Tomas Ruiz, Deceased | Lot 2, Block 65, .218 acs | .06732% |
| c/o Buford L. Norrid P. O. Drawer 370 Carlsbad, NM 88220 | | |
| | | |
| Charles L. Tubbs et ux Mollie P. O. Box 1542 | Lot 6, Block 69, (.218 acs) Lot 13, Block 15 (.115 acs) | , .10284% |
| Roswell, NM 88201 | .333 acs altogether | |
| Jane Reese 265 E. Key Blvd. | Lot 7, Block 69, | .12106% |
| Midwest City, OK 73110 | The second of th | |
| Ronald O. Logsdon, M.D. Ronald O. Logsdon, Jr. | Und. 1/2 int. in Lot 7, Block 77, | .03196% |
| 2517 Tamarick Dr. Santa Rosa, CA 95405 | .207 acs (.1035 net acs) | |
| Ora L. Weiss 2517 Tamarick Dr. | Und. 1/2 int. in Lot 7, Block 77, | .03196% |
| Santa Rosa, CA 95405 | .207 acs (.1035 net acs) | |

| Record Owner | Land | Percentage of Unit |
|---|---|--------------------|
| Heirs or devisees of Walter Powers, Deceased c/o Christine L. Murphy Davis, Graham & Stubbs 2600 Colorado National Bldg. Denver, Colorado 80202 | Und. 1/4 int. in Lot 2, Block 80, .207 acs (.05175 net acs) | .01598% |
| | | |
| Heirs or devisees of John Powers, Deceased c/o Dr. George H. Powers 4411 Palo Verza Dr. | Und. 1/4 int. in Lot 2, Block 80, .207 acs (.05175 net acs) | .01598% |
| Phoenix, Arizona 85018 | | |
| | | |
| Heirs or devisees of Victor Powers, Deceased | Block 80, | .01598% |
| c/o Dorothy Powers Montgomery 631 Hubbard Ave. Santa Clara, CA 95051 | .207 acs (.01575 net acs) | |
| Michelle G. Davis 2406 Janet St. Kissimmee, Florida 32741 | Lot 13, Block 81, .207 acs | .06393% |
| of Property Control | Block 86, 4.077 acs | 1.25916% |
| Room 106 Bataan Memorial Bldg. Santa Fe, NM 87503 Attn: Harold Barnes | | |
| | | |
| Julia E. Weiss c/o Helen H. Weiss Lake Valhalla 2-26 Macleary | Lot 11, Block 95, .172 acs | .05312% |
| Montville, New Jersey 07045 | | |
| Florence D. Samuels 1200 Humboldt | Lot 7, Block 102, .218 acs | .06732% |
| Denver, CO 88218 | | |
| Estate of A. R. Ogden, Deceased c/o O. Ogden Rt. 2, Box 275 | Lot 13, Block 106, .207 acs | .06393% |
| Aurora, OR 97002 | | |

| | | | Percentage of Unit |
|-----|--|---|--|
| | | <u>Land</u> | |
| | Record Owner | | 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1 |
| | | | .053128 |
| | | Lot 12, Block 33, | |
| | Lyle B. Butz II et ux | .172 acs | |
| | Jessie Pearl | | |
| | old W 8th | | |
| | Los Angeles, CA 90017 | | The state of the s |
| | роз виделя | The second second | .06732% |
| | | Lot 9, Block 102, | |
| | Ed Dunagan Insurance | .218 acs | |
| | ALC M CHOVERS | | |
| | Carlsbad, NM 88220 | | |
| | Carispau | | .00664% |
| | | Und. 3/8 int. in Lot 13, | |
| | New Mexico Osage Royalty | Block 27, | |
| | New Mexico | Block 27, .172 acs (.0215 net acs) | |
| | P. O. Box 157 Roswell, NM 88201 | .172 000 | |
| | Roswell, Nil | | |
| | | | |
| | | | |
| | | | 1. ALAM 1. A. A. |
| | | 660 | .123848 |
| | | BEGINNING at a point 260' | |
| | The Right Reverand Anthony | | 131 |
| | The Right Revolution S. J. Roman | | |
| 4 | The Right Reverand J. Schaler, S. J. Roman J. Schaler, S. J. Roman | | |
| | | VA 11111 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | |
| | c/o Catholic Church | corner of this tract; | |
| | Malaga, NM 88263 | 31 1 /5 10 0440 | ne |
| | | | |
| 1 | | of Sec. 15 this tract; | |
| | | | nt production of the state of t |
| 1 | | of beginning, containing | 9 |
| 1 | | of beginning, con- .401 acs, more or less. | |
| 1 | | .401 acs, mozo | |
| - 1 | | | |

Land

Percentage of Unit

2.94763%

The Malaga Land and Improvement Company No known address

That portion of the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO lying East of the W/2 W/2 W/2 NW/4 Sec. 15 and West and Southwest of the Town of Malaga, being a strip of land approximately 160' wide at the N/line of the N/2 Sec. 15, 152' wide at the S/line of the N/2 Sec. 15, and approximately 2665' long, containing 9.544 acres, more or or less.

.53677%

That portion of the NW/4 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO lying East of the above described strip of land and South of the Town of Malaga, being approximatey 30' long at its West end, 40' long at its Fast end and 2163' wide, containing 1.738 acres, more or less.

GRAND TOTALS

21.48425 net acs

6.63534 %

Note: The participation figures for all owners and the acreage and participation figures for The Malaga Land and Improvement Company are based on the N/2 Sec. 15 containing approximately 323.785 acres which is the acreage that the N/2 Sec. 15 would contain on the basis of the Resurvey of Sec. 15 authorized by General Land Office Letter "E" dated August 1, 1940.

DEPARTMENT OF ENERGY AND MINERALS
OIL CONSERVATION DIVISION
OIL CONSERVATION DIVISION
SANTA FE

IN THE MATTER OF THE APPLICATION OF ADAMS EXPLORATION COMPANY FOR COMPULSORY POOLING, EDDY COUNTY NEW MEXICO

Case 6622

APPLICATION

Comes now Adams Exploration Company and as provided by Section 70-2-17, New Mexico Statutes Annotated-1978, applies to the Oil Conservation Division for an order pooling all the mineral interests in and under the N/2 of Section 15, T24S, R28E, NMPM, Eddy County, New Mexico, being a proration unit consisting of 323.785 acres, more or less, for a test of all producing depths to the base of the Pennsylvanian formation as a standard location, and in support thereof would show the Division:

- 1. Applicant is the owner of a right to drill and develop in the N/2 of Section 15 and proposes to dedicate the N/2 of Section 15 to a Morrow test well.
- 2. Applicant has obtained voluntary agreement for puties except
 pooling from all those individuals and companies listed on
 Exhibit "A", Oil and Gas Leasehold Owners, and on Exhibit "B",
 Unleased Mineral Owners, both attached hereto and incorporated by reference herein.
- 3. As required by the provisions of Commission Rule 104, Applicant proposes to dedicate the N/2 of Section 15, Township

24 South, Range 28 East, N.M.P.M., Eddy County New Mexico to the well.

- 4. Applicant requests that it be designated operator of the pooled unit requested above, that a risk factor of 200% be assessed along with other charges.
- 5. Applicant has been unable to obtain voluntary agreement for the pooling of the unpooled interests indicated in paragraph 2 above, and in order to avoid the drilling of unnecessary wells, to protect correlative rights, and to prevent waste, the Commission should pool all interests in the spacing or proration unit as a unit.

WHEREFORE, Applicant respectfully requests that the Division set this matter for hearing before the Division's duly appointed examiner, and that after notice and hearing, as required by law, the Division enter its order pooling all interest underlying the N/2 of Section 15, Township 24 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, and designating Applicant operator of the pooled unit, together with provision for Applicant to recover its costs out of production including a risk factor to be determined by the Division and with provisions for the payment of operating costs and costs of supervision out of production to be allocated among the owners as their interest may appear and for such further orders as may be proper in the premises.

Respectfully submitted,
ADAMS EXPLORATION COMPANY

KELLAHIN & KELLAHIN

P. O. Box 1769

Santa Fe, New Mexico 87501

ATTORNEYS FOR APPLICANT

Malaga Compulsory Pooling

Oil and Gas leasehold owners in the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO, who have not made acceptable arrangements to farmout their interests or join in the drilling of the proposed Morrow test well. All of the below descriptions that contain Lot and Block numbers or which refer to The Town of Malaga refer to the Second Amended Plat of the Town of Malaga of record in the office of the County Clerk of Eddy County, New Mexico. All acreage figures are more or less and include the particular tract's share of any and all adjoining easements. The percentages set forth below are the participation percentages for each particular owner assuming a proration unit comprised of the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO, containing 323.785 acres, more or less.

Record Owner

J. R. Rowan and wife,

Tommie D. Rowan P. O. Box 162 Midland, Texas 79701

R. C. Roberts and wife, Ruth Roberts 100 Oil and Gas Bldg. Midland, Texas 79701

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Lots 8-11, Block 13, .419 acs

Lots 16 and 17, Block 13 .335 acs

Lot 29, Block 14, .149 acs

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4.315 acs out of the NE/4
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Total acres 17.188

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Und. 1/2 int. in Lot 13, Block 27, .172 acs (owned in fee, .086 net acs)

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Totals 2.491 net acs

.76933%

| Record Owner | Land | Percentage of Unit |
|---|--|--------------------|
| | ř. | |
| John P. Bates | Und. 1/2 int. in Lot 15, Block 14, .109 acs, (.0545 net acs) | .01683% |
| Mr. S. G. Merritt P. O. Box 2524 Midland, Texas 79701 | Und. 1/2 int. in Lot 15, Block 14, .109 acs (.0545 net acs) | .01683% |
| Robert B. Coleman 410 W. Ohio, Suite 206 Midland, Texas 79701 | Lot 4, Block 32, .218 acs Lot 14, Block 105, .218 acs | .067348 |
| M. Brad Bennett P. O. Box 2062 Midland, Texas 79702 | Lot 1, Block 59, .372 acs | .30884% |

GRAND TOTALS

36.500833 net acs

11.27316%

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| Estate of Tomas Ruiz, Deceased c/o Buford L. Norrid P. O. Drawer 370 Carlsbad, NM 88220 | Lot 2, Block 65, .218 acs | .06732% |
| Charles L. Tubbs et ux Mollie P. O. Box, 1542 Roswell, NM 88201 | Lot 6, Block 69, (.218 acs), Lot 13, Block 15 (.115 acs) .333 acs altogether | .10284% |
| Jane Reese 265 E. Key Blvd. Midwest City, OK 73110 | Lot 7, Block 69, .392 acs | .12106% |
| Ronald O. Logsdon, M.D. Ronald O. Logsdon, Jr. 2517 Tamarick Dr. Santa Rosa, CA 95405 | Und. 1/2 int. in Lot 7, Block 77, .207 acs (.1035 net acs) | .03196% |
| Ora I. Weiss 2517 Tamarick Dr. Santa Rosa, CA 95405 | Und. 1/2 int. in Lot 7, Block 77, .207 acs (.1035 net acs) | .03196% |

| Record Owner | Land | Percentage of Unit |
|---|--------------------------------------|--------------------|
| Heirs or devisees of Walter Powers, Deceased | Und. 1/4 int. in Lot 2, Block 80, | .01598% |
| c/o Christine L. Murphy Davis, Graham & Stubbs 2600 Colorado National Bldg. | .207 acs (.05175 net acs) | |
| Denver, Colorado 80202 | | |
| Heirs or devisees of John Powers, Deceased | Und. 1/4 int. in Lot 2, Block 80, | .01598% |
| c/o Dr. George H. Powers 4411 Palo Verza Dr. Phoenix, Arizona 85018 | .207 acs (.05175 net acs) | |
| Filderita, Alizona 03010 | | |
| | | |
| Heirs or devisees of Victor Powers, Deceased | Und. 1/4 int. in Lot 2, Block 80, | .01598% |
| c/o Dorothy Powers Montgomery 631 Hubbard Ave. Santa Clara, CA 95051 | .207 acs (.01575 net acs) | |
| | | |
| Michelle G. Davis 2406 Janet St. Kissimmee, Florida 32741 | Lot 13, Block 81, .207 acs | .06393% |
| State of New Mexico c/o Office of the Director of Property Control | Block 86, 4.077 acs | 1.25916% |
| Room 106 Bataan Memorial Bldg. Santa Fe, NM 87503 | | |
| Attn: Harold Barnes | | |
| Julia E. Weiss | Lot 11, Block 95, | .05312% |
| c/o Helen H. Weiss Lake Valhalla 2-26 Macleary | .172 acs | |
| Montville, New Jersey 07045 | | |
| Florence D. Samuels 1200 Humboldt | Lot 7, Block 102, .218 acs | .06732% |
| Denver, CO 88218 | .210 405 | |
| Estate of A. R. Ogden, | Lot 13, Block 106, | .06393% |
| Deceased c/o O. Ogden Rt. 2, Box 275 Aurora, OR 97002 | .207 acs | |

| Record Owner | Land | Percentage of Unit |
|--|---|--------------------|
| Lyle B. Butz II et ux Jessie Pearl 814 W. 8th Los Angeles, CA 90017 | Lot 12, Block 33, .172 acs | .05312% |
| LOS Angeles, CA 90017 | | |
| Ed Dunagan Insurance 212 N. Stevens Carlsbad, NM 88220 | Lot 9, Block 102, .218 acs | .06732% |
| New Mexico Osage Royalty P. O. Box 157 Roswell, NM 88201 | Und. 3/8 int. in Lot 13, Block 27, .172 acs (.0215 net acs) | .006648 |
| | | |

The Right Reverand Anthony
J. Schaler, S. J. Roman
Catholic Bishop
c/o Catholic Church
Malaga, NM 88263

BEGINNING at a point 260'
Wof the NE corner Sec. 15;
THENCE S 175' for the SE
corner of this tract;
THENCE W 100' for the SW
corner of this tract;
THENCE N 175' to the N line
of Sec. 15 for the NW
corner of this tract;
THENCE E 100' to the point
of beginning, containing
.401 acs, more or less.

Land

Percentage of Unit

2.94763%

The Malaga Land and Improvement Company No known address

That portion of the N/2 Sec. 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO lying East of the W/2 W/2 W/2 NW/4 Sec. 15 and West and Southwest of the Town of Malaga, being a strip of land approximately 160' wide at the N/line of the N/2 Sec. 15, 152' wide at the S/line of the N/2 Sec. 15, and approximately 2665' long, containing 9.544 acres, more or or less.

That portion of the NW/4 Sec. .53677% 15, T-24-S, R-28-E, NMPM, EDDY COUNTY, NEW MEXICO lying East of the above described strip of land and South of the Town of Malaga, being approximatey 30' long at its West end, 40' long at its East end and 2163' wide, containing 1.738 acres, more or

GRAND TOTALS

21.48425 net acs

6.63534 %

Note: The participation figures for all owners and the acreage and participation figures for The Malaga Land and Improvement Company are based on the N/2 Sec. 15 containing approximately 323.785 acres which is the acreage that the N/2 Sec. 15 would contain on the basis of the Resurvey of Sec. 15 authorized by General Land Office Letter "E" dated August 1, 1940.

less.

DRAFT

dr/

STATE OF NEW MEXICO ENERGY AND MINERALS DEPARTMENT OIL CONSERVATION DIVISION

IN THE MATTER OF THE HEARING CALLED BY THE OIL CONSERVATION DIVISION FOR THE PURPOSE OF CONSIDERING:

| | CASE NO. | 6622 | | • |
|---|---------------|--------------|---------------|------|
| | Order No. 1 | R- 10/10 | | |
| APPLICATION OF ADAMS EXPLORATION COMPAFOR COMPULSORY POOLING, EDDY COUNTY, NEW MEXICO. ORDER OF THE DI | | | | |
| BY THE DIVISION: | | | | |
| This cause came on for heari | ng at 9 a.m. | on Augus | t 22 | |
| 19 79, at Santa Fe, New Mexico, | before Exami | ner Danie | 1 S. Nutter | |
| NOW, on thisday of | Augus t, | 19 79 | the Division | on |
| Director, having considered the to | estimony, th | e record, | and the | |
| recommendations of the Examiner, | and being fu | lly adviso | ed in the | |
| premises, | | | | |
| FINDS: | | | | |
| (1) That due public notice h | naving been | given as r | equired by | |
| law, the Division has jurisdiction | of this ca | use and th | e subject | |
| matter thereof. | | | | |
| (2) That the applicant, Adam | s Exploration | Company | | |
| seeks an order pooling all mineral | . interests_ | in the Wolfo | amp-Pennsylva | rian |
| formations underl | ying the | N/2 | | |
| of Section 15 , Township 24 So | uth | Range 28 | East | |
| IMPM, | Eddy | Co | unty, New | |
| Mexico. | | | | |

-2-Case No. Order No. R-

- (3) That the applicant has the right to drill and proposes to drill a well at a standard location thereon
- (4) That there are interest owners in the proposed proration unit who have not agreed to pool their interests.
- (5) That to avoid the drilling of unnecessary wells, to protect correlative rights, and to afford to the owner of each interest in said unit the opportunity to recover or receive without unnecessary expense his just and fair share of the gas in said pool, the subject application should be approved by pooling all mineral interests, whatever they may be, within said unit.
- (6) That the applicant should be designated the operator of the subject well and unit.
- (7) That any non-consenting working interest owner should be afforded the opportunity to pay his share of estimated well costs to the operator in lieu of paying his share of reasonable well costs out of production.
- (8) That any non-consenting working interest owner that does not pay his share of estimated well costs should have withheld from production his share of the reasonable well costs plus an additional 150 percent thereof as a reasonable charge for the risk involved in the drilling of the well.
- (9) That any non-consenting interest owner should be afforded the opportunity to object to the actual well costs but that actual well costs should be adopted as the reasonable well costs in the absence of such objection.
- (10) That following determination of reasonable well costs, any non-consenting working interest owner that has paid his share of estimated costs should pay to the operator any amount that reasonable well costs exceed estimated well costs and should receive from the operator any amount that paid estimated well costs exceed reasonable well costs.

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while drivering and \$300.00 per month while producing

- able charges for supervision (combined fixed rates); that the operator should be authorized to withhold from production the proportionate share of such supervision charges attributable to each non-consenting working interest, and in addition thereto, the operator should be authorized to withhold from production the proportionate share of actual expenditures required for operating the subject well, not in excess of what are reasonable, attributable to each non-consenting working interest.
- (12) That all proceeds from production from the subject well which are not disbursed for any reason should be placed in escrow to be paid to the true owner thereof upon demand and proof of ownership.
- (13) That upon the failure of the operator of said pooled unit to commence drilling of the well to which said unit is dedicated on or before **December 1,1979**, the order pooling said unit should become null and void and of no effect whatsoever.

(14) That there are unlessed stare to Federal lands included within the Countaries of the eforesaid 320-acre wint and that such for the familiered sould for the purpose of this order, puch lands should

while driving and \$300.00 per month while producing

-3-Case No. Order No. R-

- able charge for supervision (combined fixed rates); that the operator should be authorized to withhold from production the proportionate share of such supervision charges attributable to each non-consenting working interest, and in addition thereto, the operator should be authorized to withhold from production the proportionate share of actual expenditures required for operating the subject well, not in excess of what are reasonable, attributable to each non-consenting working interest.
- (12) That all proceeds from production from the subject well which are not disbursed for any reason should be placed in escrow to be paid to the true owner thereof upon demand and proof of ownership.
- (13) That upon the failure of the operator of said pooled unit to commence drilling of the well to which said unit is dedicated on or before **Detember 1979**, the order pooling said unit should become null and void and of no effect whatsoever.

(14) That there are unlessed state or Federal lands included within the Countaries of the eforesaid 320-acre wint and that much lands broadly for the purpose of this order, puch lands should her lowerer that when said lands are leased, the notice thereof should les afforded the aphous desided in Findings 7005. (7) through (10) asme, and should be required to elect his aption within 30 days after askering his lease.

IT IS THEREFORE ORDERED:

| (1) That all mineral interests, whatever they may be, |
|---|
| in the Wolfcamp-Pennsylvanian formations underlying the N/2 |
| of Section 15 , Township 24 South , Range 28 East , |
| NMPM,, Eddy County, New Mexico |
| are hereby pooled to form a standard 320 - acre gas spacing |
| and proration unit to be dedicated to a well to be drilled at a standard location thereon |
| PROVIDED HOWEVER, that the operator of said unit shall |
| commence the drilling of said well on or before the first day of |
| December, 1979, and shall thereafter continue the drilling |
| of said well with due diligence to a depth sufficient to test the |
| Welfcamp and Pennsylvanian formations; |
| PROVIDED FURTHER, that in the event said operator does not |
| commence the drilling of said well on or before the first day of |
| Desember, 1979, Order (1) of this order shall be null |
| and void and of no effect whatsoever, unless said operator obtains |
| a time extension from the Division for good cause shown. |

PROVIDED FURTHER, that should said well not be drilled to completion, or abandonment, within 120 days after commencement thereof, said operator shall appear before the Division Director and show cause why Order (1) of this order should not be rescinded.

- (2) That Adams Exploration Company is hereby designated the operator of the subject well and unit.
- (3) That after the effective date of this order and within days prior to commencing said well, the operator shall furnish the Division and each known working interest owner in the subject unit an itemized schedule of estimated well costs.
- (4) That within 30 days from the date the schedule of estimated well costs is furnished to him, any non-consenting working interest owner shall have the right to pay his share of estimated well costs to the operator in lieu of paying his share of reasonable well costs out of production, and that any such owner who pays his share of estimated well costs as provided above shall remain liable for operating costs but shall not be liable for risk charges.
- (5) That the operator shall furnish the Division and each known working interest owner an itemized schedule of actual well costs within 90 days following completion of the well; that if no objection to the actual well costs is received by the Division and the Division has not objected within 45 days following receipt of said schedule, the actual well costs shall be the reasonable well costs; provided however, that if there is an objection to actual well costs within said 45-day period the Division will determine reasonable well costs after public notice and hearing.
- (6) That within 60 days following determination of reasonable well costs, any non-consenting working interest owner that has paid his share of estimated costs in advance as provided

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above shall pay to the operator his pro rata share of the amount that reasonable well costs exceed estimated well costs and shall receive from the operator his pro rata share of the amount that estimated well costs exceed reasonable well costs.

- (7) That the operator is hereby authorized to withhold the following costs and charges from production:
 - (A) The pro rata share of reasonable well costs attributable to each non-consenting working interest owner who has not paid his share of estimated well costs within 30 days from the date the schedule of estimated well costs is furnished to him.
 - (B) As a charge for the risk involved in the drilling of the well, **So proo** of the pro rata share of reasonable well costs attributable to each non-consenting working interest owner who has not paid his share of estimated well costs within 30 days from the date the schedule of estimated well costs is furnished to him.
- (8) That the operator shall distribute said costs and charges withheld from production to the parties who advanced the well costs.

 While Critician and \$300.00 the well costs.
- (9) That \$200.00 per month is hereby fixed as a reasonable charges for supervision (combined fixed rates); that the operator is hereby authorized to withhold from production the proportionate share of such supervision charges attributable to each non-consenting working interest, and in addition thereto, the operator is hereby authorized to withhold from production the proportionate share of actual expenditures required for operating such well, not in excess of what are reasonable, attributable to each non-consenting working interest.

- (10) That any unsevered mineral interest shall be considered a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest for the purpose of allocating costs and charges under the terms of this order.
- (11) That any well costs or charges which are to be paid out of production shall be withheld only from the working interests share of production, and no costs or charges shall be withheld from production attributable to royalty interests.
- (12) That all proceeds from production from the subject well which are not disbursed for any reason shall immediately be placed in escrow in Eddy County, New Mexico, to be paid to the true owner thereof upon demand and proof of ownership; that the operator shall notify the Division of the name and address of said escrow agent within 30 days from the date of first deposit with said escrow agent.

Apscing and praration with including indenses of bace would land, are to be enimal polar by this erder, and part start be such leave to the provisions of this order. I such leave is issued after the entry of this order but before commencement of the wich week, the account of the wich week, the account of the wich week the account of the wich week, the account of the white the provisions of Orders 7,05. (3) through (9) above. If such leave is issued after the entry of this order and after commencement of the went with the first with the provisions of Orders 7,05. (3) through (9) above lycept that there shall be subject for the provisions of Orders 7,05. (3) through (9) above lycept that there shall be more those provisions relating to risk charges shall not be applicable.

(14) That jurisdiction of this cause is retained for the entry of such further orders as the Division may deem necessary.

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