

ABOVE THIS LINE FOR DIVISION USE ONLY

NEW MEXICO OIL CONSERVATION DIVISION
 - Engineering Bureau -
 1220 South St. Francis Drive, Santa Fe, NM 87505



ADMINISTRATIVE APPLICATION CHECKLIST

THIS CHECKLIST IS MANDATORY FOR ALL ADMINISTRATIVE APPLICATIONS FOR EXCEPTIONS TO DIVISION RULES AND REGULATIONS WHICH REQUIRE PROCESSING AT THE DIVISION LEVEL IN SANTA FE

Application Acronyms:

- [NSL-Non-Standard Location] [NSP-Non-Standard Proration Unit] [SD-Simultaneous Dedication]
- [DHC-Downhole Commingling] [CTB-Lease Commingling] [PLC-Pool/Lease Commingling]
- [PC-Pool Commingling] [OLS - Off-Lease Storage] [OLM-Off-Lease Measurement]
- [WFX-Waterflood Expansion] [PMX-Pressure Maintenance Expansion]
- [SWD-Salt Water Disposal] [IPI-Injection Pressure Increase]
- [EOR-Qualified Enhanced Oil Recovery Certification] [PPR-Positive Production Response]

[1] TYPE OF APPLICATION - Check Those Which Apply for [A]

- [A] Location - Spacing Unit - Simultaneous Dedication
 NSL NSP SD

Check One Only for [B] or [C]

- [B] Commingling - Storage - Measurement
 DHC CTB PLC PC OLS OLM

- [C] Injection - Disposal - Pressure Increase - Enhanced Oil Recovery
 WFX PMX SWD IPI EOR PPR

- [D] Other: Specify _____

[2] NOTIFICATION REQUIRED TO: - Check Those Which Apply, or Does Not Apply

- [A] Working, Royalty or Overriding Royalty Interest Owners
- [B] Offset Operators, Leaseholders or Surface Owner
- [C] Application is One Which Requires Published Legal Notice
- [D] Notification and/or Concurrent Approval by BLM or SLO
U.S. Bureau of Land Management - Commissioner of Public Lands, State Land Office
- [E] For all of the above, Proof of Notification or Publication is Attached, and/or,
- [F] Waivers are Attached

CI APP 90 (11-9-15)
 OIL CONSERVATION DIV

[3] SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION INDICATED ABOVE.

[4] CERTIFICATION: I hereby certify that the information submitted with this application for administrative approval is accurate and complete to the best of my knowledge. I also understand that no action will be taken on this application until the required information and notifications are submitted to the Division.

Note: Statement must be completed by an individual with managerial and/or supervisory capacity.

Print or Type Name
KELLAHIN & KELLAHIN
 Attorneys At Law
 P.O. Box 2265
 Santa Fe, N.M. 87504-2265

Signature

Attorney
 Title
 Date **8/30/01**
 e-mail Address **t.kellahin@worldnet.att.net**

KELLAHIN AND KELLAHIN

ATTORNEYS AT LAW

EL PATIO BUILDING

117 NORTH GUADALUPE

POST OFFICE BOX 2265

SANTA FE, NEW MEXICO 87504-2265

TELEPHONE (505) 982-4285

TELEFAX (505) 982-2047

W. THOMAS KELLAHIN*

*NEW MEXICO BOARD OF LEGAL SPECIALIZATION
RECOGNIZED SPECIALIST IN THE AREA OF
NATURAL RESOURCES-OIL AND GAS LAW

JASON KELLAHIN (RETIRED 1991)

August 30, 2001

HAND DELIVERED

Mr. Michael E. Stogner
Oil Conservation Division
1220 South Saint Francis Drive
Santa Fe, New Mexico 87501

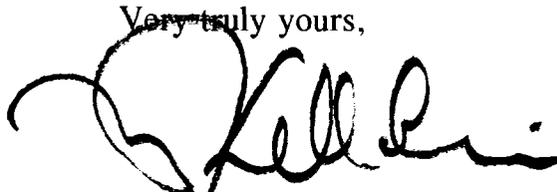
RE: **Ross Federal Well No. 4**
3100 feet FNL & 2600 feet FEL
Irregular Section 4, T21S, R24E
Administrative Application of
Fasken Oil and Ranch, Ltd. for approval
of an unorthodox gas well location,
Cemetery Morrow Gas Pool,
Eddy County, New Mexico

OIL CONSERVATION DIV.
01 AUG 30 PM 2:17

Dear Mr. Stogner:

Please find enclosed our administrative application for approval of an unorthodox gas well location for Fasken Oil and Ranch, Ltd.'s Ross Federal Well No. 4.

Very truly yours,



W. Thomas Kellahin

fxc: Fasken Oil and Ranch, Ltd.
Attn: Sally Kvasnicka

**STATE OF NEW MEXICO
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION**

**IN THE MATTER OF THE ADMINISTRATIVE
APPLICATION OF FASKEN OIL AND RANCH, LTD
FOR APPROVAL OF AN UNORTHODOX GAS WELL
LOCATION, EDDY COUNTY, NEW MEXICO**

ADMINISTRATIVE APPLICATION

Comes now Fasken Oil and Ranch, Ltd, by and through its attorneys, Kellahin and Kellahin, and in accordance with Division General Rule 104.F, applies to the New Mexico Oil Conservation Division for administrative approval of an "infill" unorthodox gas well location for its Ross Federal Well No. 4 ("Well No. 4") which is to be drilled at an unorthodox gas well location 3100 feet FNL and 2600 feet FEL of Irregular Section 4, T21S, R24E, Eddy County, New Mexico, and simultaneously dedicated with the Ross Federal Well No. 2 in Lot 13 to a standard 320-acre proration and spacing unit consisting of the "middle one-third of this section" (being Lots 9-16) for production from the Cemetary-Morrow Gas Pool, and in support states:

(1) Fasken Oil and Ranch, Ltd. ("Fasken") is the current operator of the Ross Federal Well No. 2 located in Lot 13 of Irregular Section 4, T21S, R24E, Eddy County, New Mexico and dedicated to a 320-acre gas spacing and proration unit ("GPU") consisting of Lots 9-16 of this section ("middle one-third") **See Exhibit 1**

(2) Section 4 is within the current boundary of the Cemetary-Morrow Gas Pool which is subject to Division Rule 104.

(3) Fasken desires to drill its Ross Federal Well No. 4 as an infill well on this GPU at an unorthodox gas well location 3100 feet from the North line and 2600 feet from the East line to be simultaneous dedicated to a standard 320-acre GPU currently dedicated to the Ross Federal Well No. 2.

(4) Fasken's proposed location encroaches on an internal boundary of the GPU.

01 AUG 30 PM 2:47
OIL CONSERVATION DIVISION

**Administrative Application of
Fasken Oil and Ranch, Ltd.
Page 2**

(5) This proposed unorthodox well location is based upon a combination of geologic and topographical reasons:

(a) Dip meters run on the Ross Federal Wells No. 2 and 3 indicate counter-regional dip to the west with a Morrow Structure to the east of these wells. Fasken believes the best location for the Ross Federal Well No. 4 to be within the highest structural contour of this structure. **See Exhibit 2.**

(b) Any standard location in the east half of this GPU would not be acceptable to Fasken because it would locate the well farther down dip in a regional direction increasing the risk that the Morrow sands would contain too much water to produce gas in commercial quantities. In addition, the eastern location places the Yellow and Green sands in a thinner portion of those sands increasing the probability that they will not be economic. **See Exhibits 2-6.**

(c) Fasken's original unorthodox location and the now requested unorthodox location for the Ross Federal Well No. 4 are within the highest structural contour of this structure. **See Exhibit 2.**

(d) Fasken's original unorthodox location was 2700 feet from the north line and 2500 feet from the east line. This was east of the now requested unorthodox location and was to be in the bottom of a north/south draw. **(See Exhibit 7).** That was unacceptable to the BLM.

(e) There are five potential Morrow zones to be encountered starting with the Middle Morrow "yellow sand" **(See Exhibit 2)** and continuing down to any Lower Morrows to be encountered high enough to be above any local gas/water contact. **See Exhibits 3-6.** Both the original unorthodox location and the now requested unorthodox location are within this structural high and are anticipated to encounter these five Morrow zones.

(f) Fasken's now requested unorthodox location is acceptable to the BLM.

(g) The BLM also approved a surface location approximately 700 feet farther to the east which would be out of the draw and on the other side of a road. This location was not acceptable to Fasken because it would locate the well farther down dip in a regional direction increasing the risk that the Morrow sands would contain too much water to produce gas in commercial quantities. In addition, the eastern location places the Yellow and Green sands in a thinner portion of those sands increasing the probability that they will not be economic.

CORRELATIVE RIGHTS

(6) The ownership between the east half of the GPU where the Ross Federal Well No. 4 will be located is different from the west half of the GPU.

(7) By a voluntary agreement dated March 16, 1965, all owners, including working interest, royalty and overriding royalty owners, agreed to share production and costs for any well in Section 4 based upon the percentage of acres each owned in relation to the total number of acres in Section 4. **See Exhibit 8.**

(8) Since then, production from the Ross Federal Wells No. 1, 2 and 3 has been shared among the owners in Section 4 in accordance with the agreement described in paragraph (7) above.

(9) Fasken proposes to share production from the Ross Federal Well No. 4 in the same manner as production and costs from the Ross Federal Wells 1, 2, and 3 has been shared.

**Administrative Application of
Fasken Oil and Ranch, Ltd.
Page 4**

(10) While this well is only 32 feet from the centerline between the east half and west half of the GPU, all owners in the GPU share on an equitable basis.

NOTIFICATION

(11) Notification of this application has been sent to all interest owners in Section 4. **See Exhibit 9.**

WHEREFORE, Fasken Oil and Ranch, Ltd. requests that this matter be approved administratively by the Division.

Respectfully submitted

A handwritten signature in black ink, appearing to read 'W. Thomas Kellahin', with a stylized flourish at the end.

W. Thomas Kellahin
Kellahin and Kellahin
P.O. Box 2265
Santa Fe, New Mexico 87504-2265
(505) 982-4285
Attorneys for Applicant

District I
PO Box 1000, Hobbs, NM 88241-1980
District II
PO Drawer DD, Artesia, NM 88211-0710
District III
1000 Rio Brazos Rd., Aztec, NM 87410
District IV
PO Box 2080, Santa Fe, NM 87504-2080

State of New Mexico
Energy, Minerals & Natural Resources Department

OIL CONSERVATION DIVISION
PO Box 2088
Santa Fe, NM 87504-2088

Form C-102
Revised February 21, 1994
Instructions on back
Submit to Appropriate District Office
State Lease - 4 Copies
Fee Lease - 3 Copies

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number		² Pool Code 74640		³ Pool Name Cemetery - Morrow	
⁴ Property Code		⁵ Property Name ROSS FEDERAL			⁶ Well Number 4
⁷ OGRID No. 151416		⁸ Operator Name FASKEN OIL & RANCH, LTD			⁹ Elevation 3710'

¹⁰Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
K	4	21-S	24-E		3100	NORTH	2600	EAST	EDDY

¹¹Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County

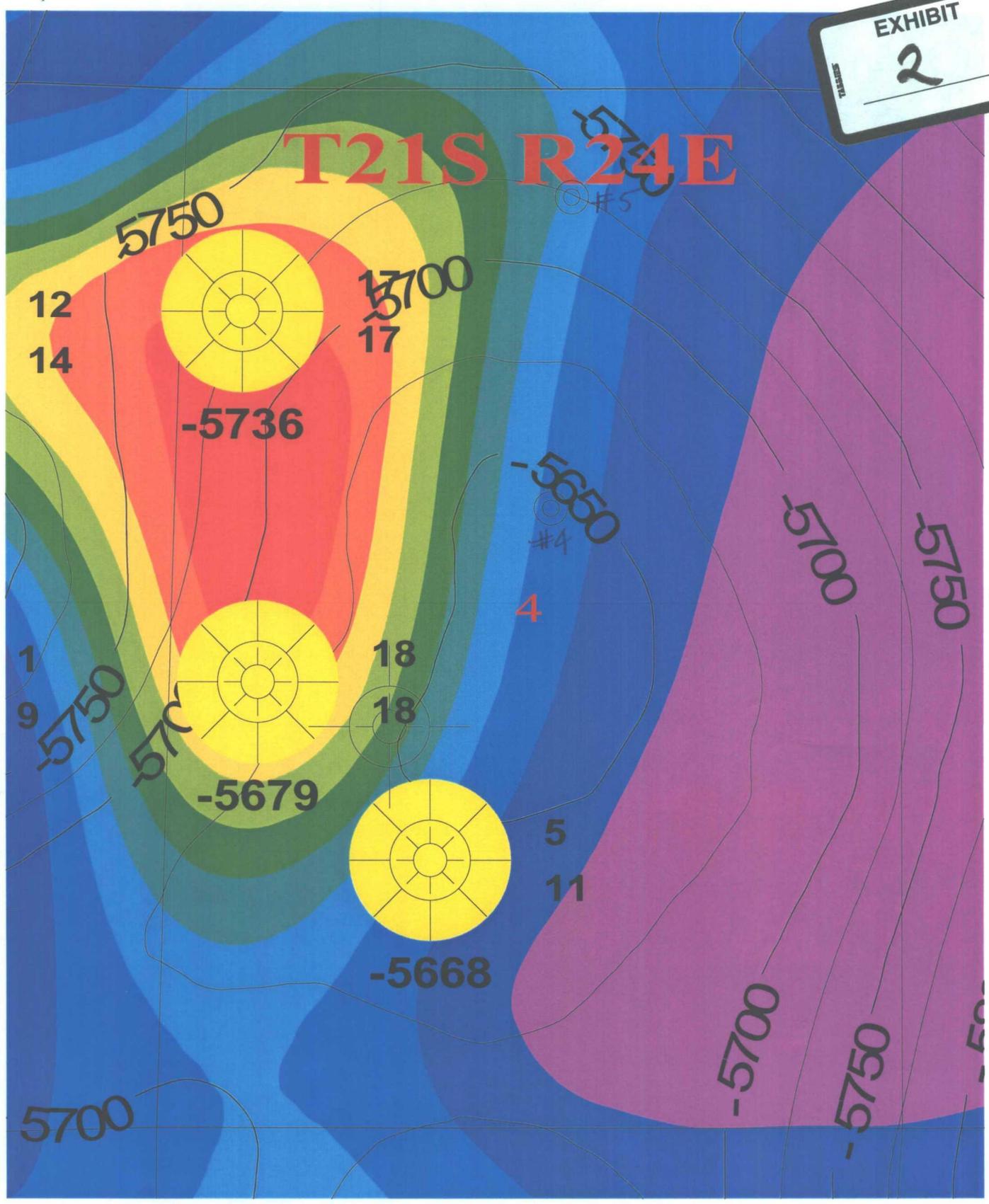
¹² Dedicated Acres 320	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No. Com Agreement SW 247
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NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

<p>16</p> <p>Ross Federal No. 3</p> <p>FASKEN OIL & RANCH, LTD. ROSS FEDERAL No. 4 ELEV.= 3670' Y= 167904.141 X= 140961.057 LAT.= 32°30'50.98" LONG.= 104°30'12.09'</p> <p>Ross Federal No. 2</p> <p>Ross Federal No. 1</p>	<p>17</p> <p>OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief.</p> <p><i>Tommy E. Taylor</i> Signature Tommy E. Taylor Printed Name Drilling & Production Engineer Title 08/02/01 Date</p> <p>¹⁸SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to best of my belief.</p> <p>JUNE 26, 2001 Date of Survey Signature and Seal of Professional Surveyor: <i>James E. Tompkins</i> Certificate Number 14729</p>
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EXHIBIT
2



LEGEND
 Yellow Sand Perforated

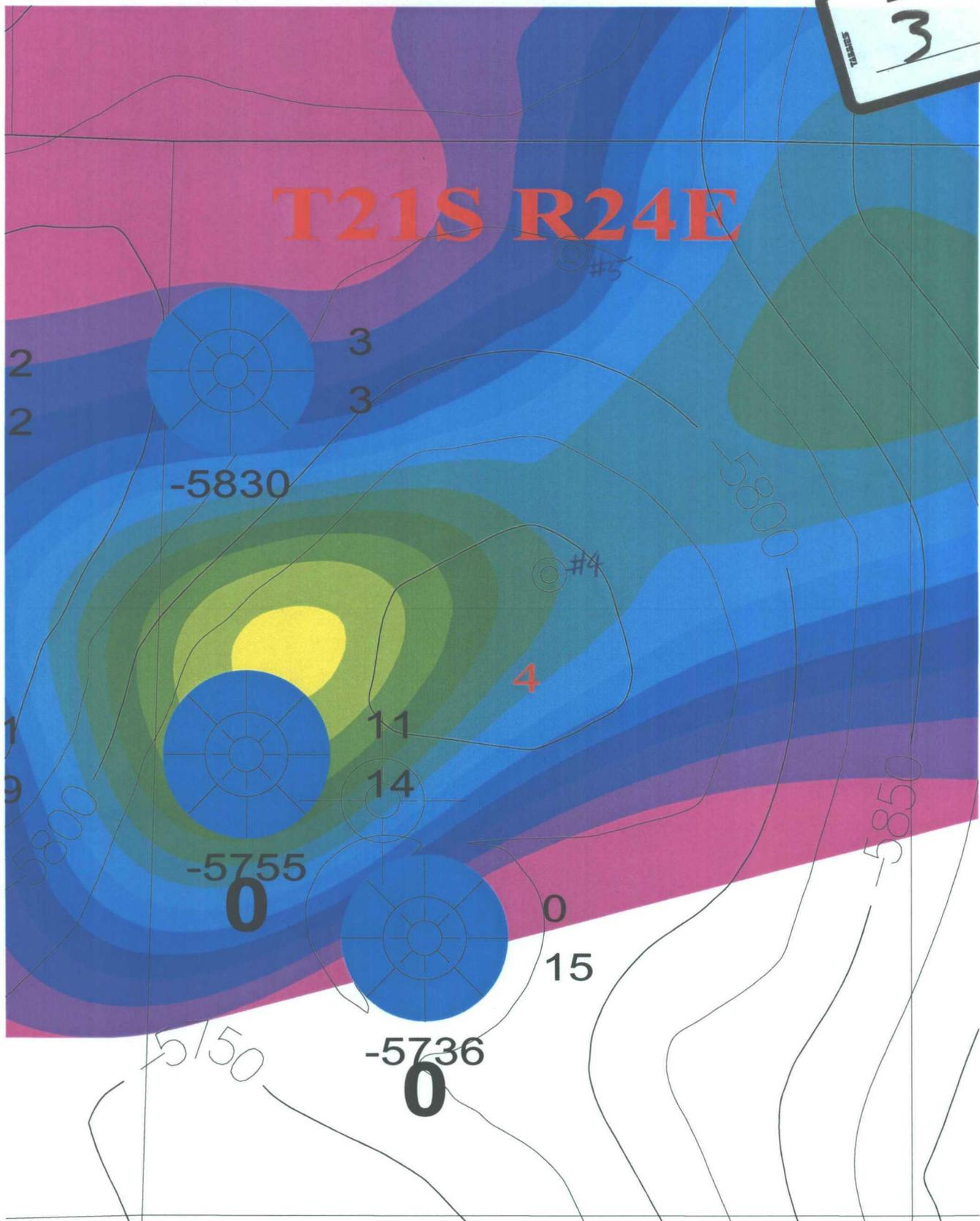


Fasken Oil and Ranch, Ltd.
 New Mexico
 Cemetary (Morrow) Field
 Yellow Sand Net Porous Isopach on Struc

Janet D. Hall	Isopach = 2 feet	8/17/2001
Thickness=18'	Scale 1:12000	Yellow Struc.

EXHIBIT
3

T21S R24E



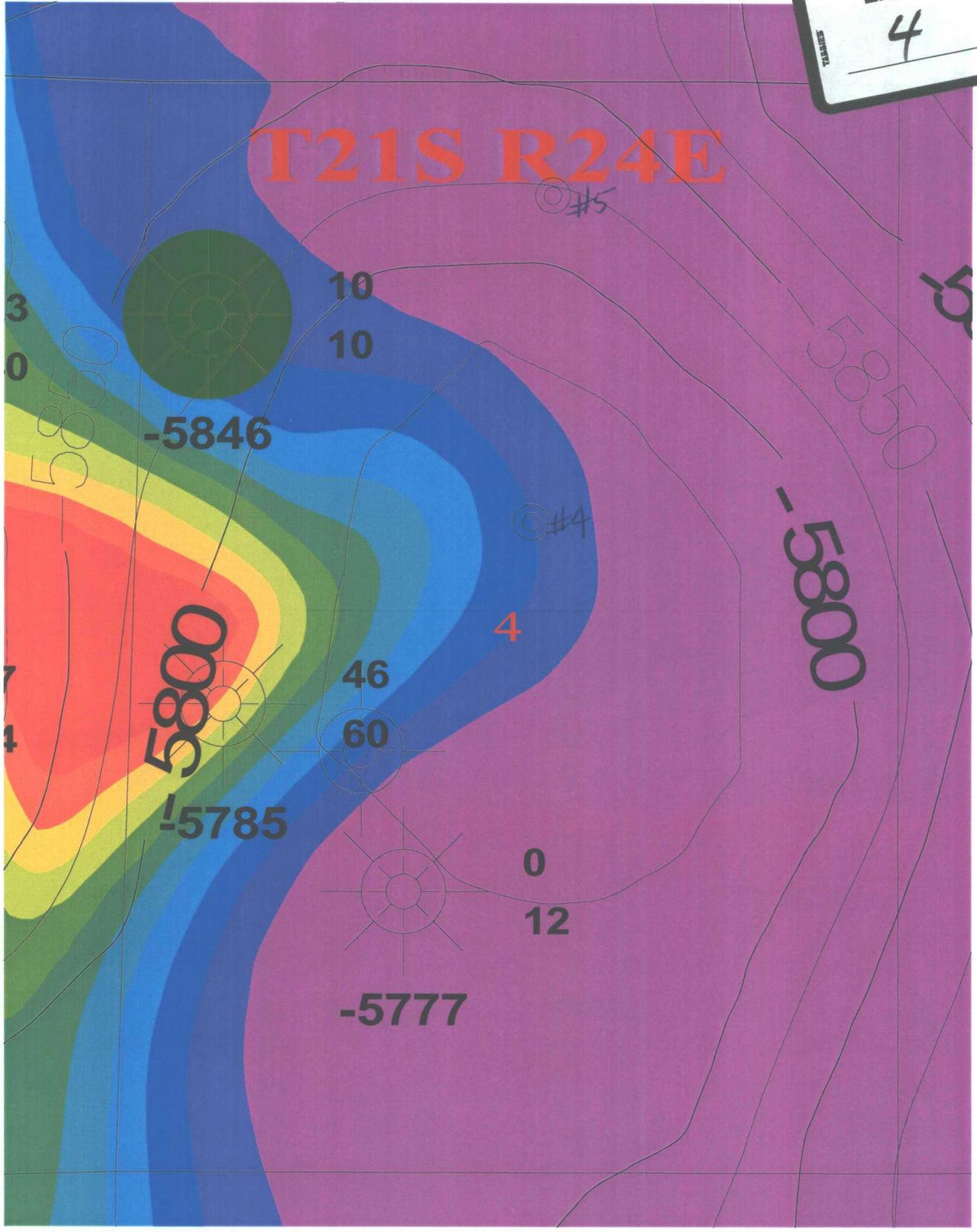
LEGEND
● Aqua Sand Perforated



Fasken Oil and Ranch, Ltd.		
New Mexico Cemetery (Morrow) Field Aqua Net Sand Isopach on Structure		
Janet D. Hall	Isopach = 1 feet	8-17-2001
Thickness = 0.18'	Scale = 1:2000	Aqua Structure

EXHIBIT
4

T21S R24E

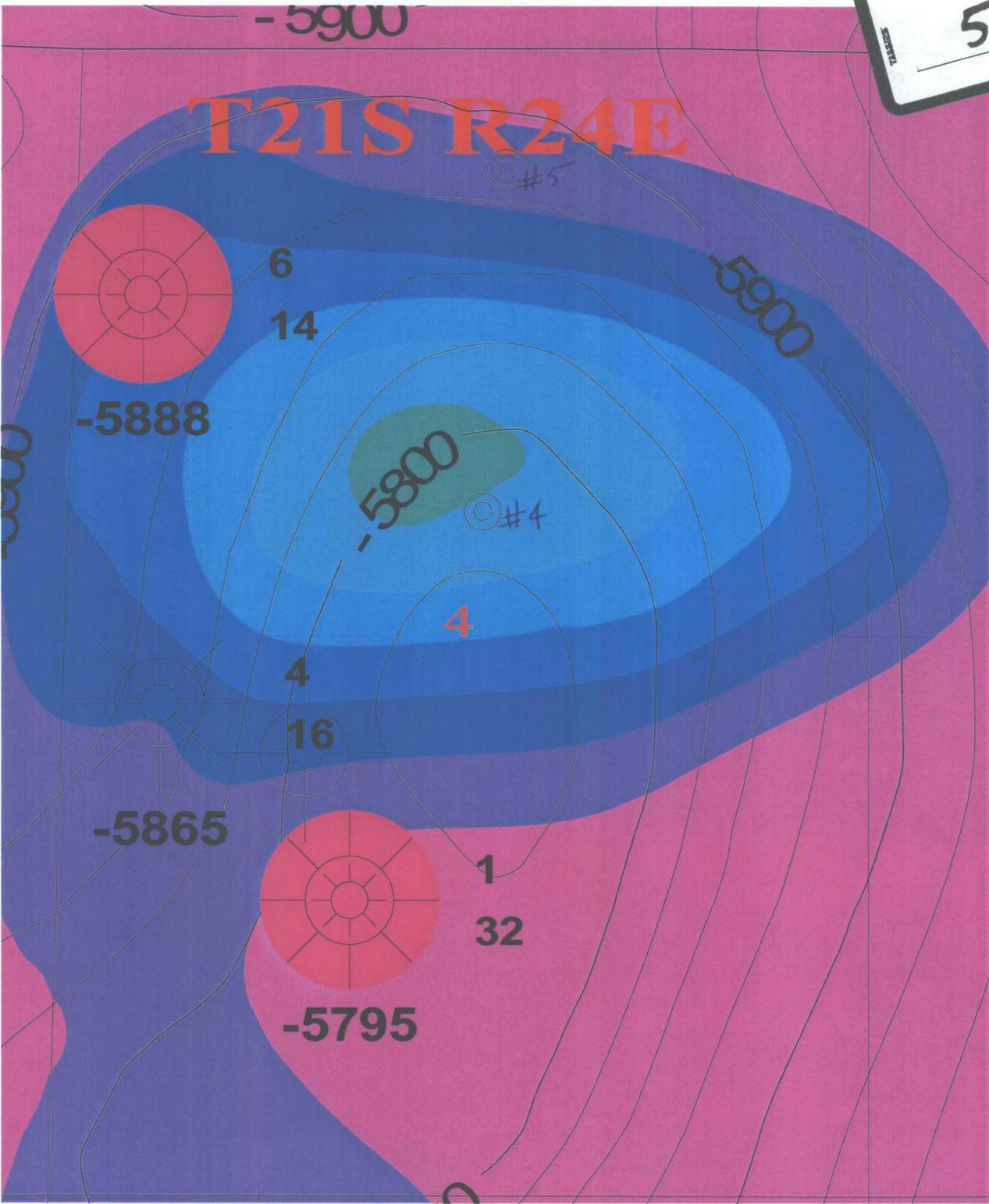


LEGEND
 Green Stripe Sand Perforated



Fasken Oil and Ranch, Ltd.		
New Mexico Cemetery (Morrow) Field Green Stripe Net Sand Isopach on Struct		
Jamel D. Hall	Isopach = 5 feet	8/17/2001
	Scale 1:2000	Green Stripe Struct

EXHIBIT
5



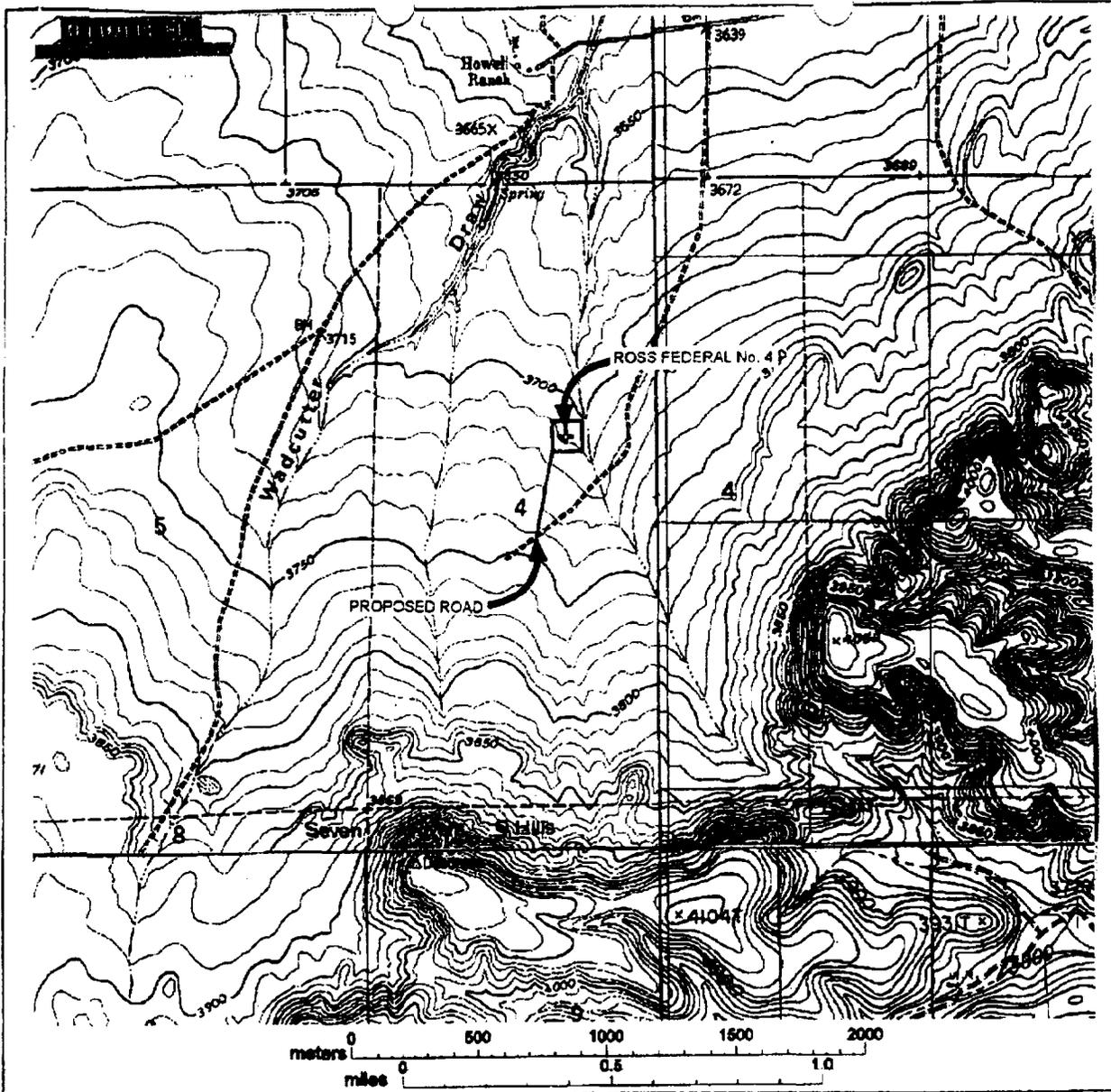
LEGEND
● Purple Sand Perforated



Fasken Oil and Ranch, Ltd.
New Mexico
Cemetery (Morrow) Field
Purple Sand Net Porous Isopach on Struc

Drawn: D. Hall	Revised: 2.8	8/17/2001
Thickness: 0.30'	Scale: 1:12000	Purple Structure

LOCATION VERIFICATION MAP



SCALE 1" = 2000'
WTC 46299

SEC. 4 TWP. 21-S RGE. 24-E

SURVEY N.M.P.M

COUNTY EDDY STATE NM

DESCRIPTION 2700' FNL & 2500' FEL

ELEVATION 3670'

OPERATOR FASKEN OIL & RANCH, LTD.

LEASE ROSS FEDERAL No. 4

USGS TOPO MAP FOSTER RANCH, NEW MEXICO.

CONTOUR INTERVAL 10'

WEST TEXAS CONSULTANTS, INC.

ENGINEERS-PLANNERS-SURVEYORS

MIDLAND, TEXAS

915-685-3800





UNITED STATES
 DEPARTMENT OF THE INTERIOR
 GEOLOGICAL SURVEY
 P. O. Drawer 1657
 Roswell, New Mexico 88201

In Reply Refer To:
 Accts/Kathryn Lovelady
 (505) 622-2640

June 26, 1980

Mrs. Ruthe Harper
 Navajo Crude Oil Purchasing Co.
 P. O. Drawer 175
 Artesia, New Mexico 88210

Dear Mrs. Harper:

You transmitted two copies of oil division order No. 6801 in connection with Com. Agr. SRM-247 involving Federal leases NM-010567 (6.79066%), NM-021029 (43.25260%), NM-084402 (6.70415%) and NM-0207950 (43.25259%), Eddy County, New Mexico.

On the Monthly Report of Operations (Form 9-329) and in the "Other Information" block of the Rental & Royalty Remittance Advice (Form 9-614-A) identify this property by the Communitization Agreement No. 94-000247.

On the Monthly Report of Sales & Royalty (Form 9-361) and in the "Lease or Contract No." block of the Rental & Royalty Remittance Advice (Form 9-614-A) identify the oil sales by the individual leases involved:

29-010567	29-084402
29-021029	29-207950

Please note that a numerical source code is required on the Form 9-361 which represents the last three digits of the communitization agreement number. When reporting for this communitization agreement number, you should use Source Code 247.

One approved copy of the division order is returned herewith.

Sincerely yours,

ORIGINAL SIGNED BY
 CARL GORDON
 CARL GORDON
 for Deputy Conservation Manager, Oil & Gas

Enclosure

cc:
 Mr. David Fasken
 608 First Natl. Bank Bldg.
 Midland, Texas 79701

This Copy for



RECEIVED

MAR 23 1965

U. S. GOVERNMENT PRINTING OFFICE
ROSWELL, NEW MEXICO

COMMUNITIZATION AGREEMENT

Contract No.

THIS AGREEMENT entered into as of the **16th** day of **March**, 19**65**, by and between the parties subscribing, ratifying or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

W I T N E S S E T H :

WHEREAS, the act of February 25, 1920, 41 Stat. 437, as amended, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease or any portions thereof with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Section 4, T-21-S, R-24-E, NMPM, Eddy County, New Mexico,

containing **924.8** acres, more or less, and this agreement shall extend to and include ~~some~~ **only the Cisco Canyon and Morrow** formations underlying said lands and the (dry gas and associated liquid hydrocarbons) (~~oil and associated hydrocarbons~~) hereinafter referred to as "communitized substances," producible from such formations. **This agreement shall apply separately to the Cisco Canyon Formation and to the Morrow Formation in the same manner as though a separate agreement for each formation had been entered into.**

2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit A designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

3. All matters of operation shall be governed by the Operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Regional Oil and Gas Supervisor.

4. Operator shall furnish the Secretary of the Interior, or his authorized representative, a log and history of any well drilled on the communitized area, monthly reports of operations, statements of communitized substances sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.

5. Nondiscrimination: In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of section 301 (1) to (7) inclusive, of Executive Order 10925, as amended (28 F.R. 6485), which are hereby incorporated by reference in this agreement.

6. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

7. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases.
Payment of rentals under

^a ~~Where Federal sliding scale or step scale royalty rate leases are involved insert:~~
For any Federal lease bearing a sliding or step scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any non-communitized lease production; provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease and any non-communitized lease production.

the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued.

8. There shall be no obligation on the lessees to offset any well or wells completed in the formation covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees shall not be released from their obligation to protect the communitized area from drainage of communitized substances by a well or wells drilled offsetting said area.

9. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

10. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.

11. This agreement shall be effective as of the date hereof upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior, or his duly authorized representative, and shall remain in force and effect for a period of two (2) years ^{as to the Cisco-Canyon and Morrow formations individually} and so long thereafter as communitized substances are or can be produced from ~~the~~ ^{each} communitized area in paying quantities; provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction.

12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor and in the applicable oil and gas operating regulations of the Department of the Interior.

13. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates; and any grant, transfer or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior.

14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

15. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

Date of execution: **March 16, 1965**
Address: **608 First National Bank Building**
Midland, Texas

Date of execution: **March 17, 1965**
Address: **P. O. Box 1509**
Midland, Texas

Date of execution: **March , 1965**
Address: **602 West Missouri Avenue**
Midland, Texas

Date of execution: **March 19TH, 1965**
Address: **P. O. Box 86**
Midland, Texas

DAVID FASKEN - - OPERATOR

By Richard S. Brooks
Richard S. Brooks, Attorney in Fact
SHELL OIL COMPANY

By J. V. Lindsey
Jess V. Lindsey, Attorney in Fact
MONSANTO COMPANY

By See Consent and Ratification following
this sheet.

Wm. G. Ross
Wm. G. Ross

4. Vee K. Ross
Vee K. Ross

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN **EDDY** COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communization Agreement dated **March 16,** 19**65**, embracing lands in **Eddy** County, New Mexico, to-wit:

Section 4, T-21-S, R-24-E

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty, royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communization Agreement.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth below.

Date: **March 19, 1965**



MONSANTO COMPANY

Address: **602 West Missouri Avenue
Midland, Texas**

302

By *Frank Richardson*
Attorney-in-Fact

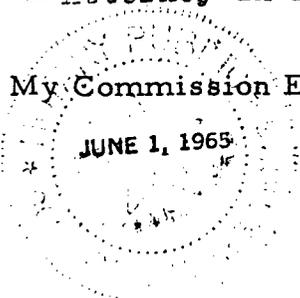
STATE OF **TEXAS** I

COUNTY OF **HARRIS** I

The foregoing instrument was acknowledged before me this **19th** day of **March**, 196**5**, by **Frank Richardson** **in his capacity** as Attorney-in-Fact **and as the act and deed of Monsanto Company.**

My Commission Expires:

Sarahy D. Norton
Notary Public **Harris County, Texas**



COMMUNITIZATION AGREEMENT
Affecting Section 4, T-21-S, R-24-E, NMPM, Eddy
County, New Mexico, March 16, 1965, Signature
Sheet No. 2

Date of Execution: March , 1965
Address: Bartlesville, Oklahoma

PHILLIPS PETROLEUM COMPANY

By See Consent and Ratification following
this sheet.

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN **EDDY** COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated **March 16,** 1965, embracing lands in **Eddy** County, New Mexico, to-wit:

Section 4, T-21-S, R-24-E

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty, royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth below.

Date: **March 16th 1965**

Address: **Bartlesville, Oklahoma**

ATTEST:

Helen P. Thompson

Assistant Secretary

STATE OF **OKLAHOMA** |

COUNTY OF **WASHINGTON** |

PHILLIPS PETROLEUM COMPANY

By

H. E. Proehl

Vice President

APPROVED BY
<u><i>Joseph ...</i></u> ATTORNEY
<u><i>...</i></u> COMPTROLLER
PHILLIPS PETROLEUM COMPANY

The foregoing instrument was acknowledged before me this **19th** day of **March**, 1965, by **H. E. Proehl** in his capacity of **Vice President** and as the act and deed of **Phillips Petroleum Company**.

My Commission Expires **October 1, 1967**

Alice Cardenas
Notary Public **Washington County,**
Oklahoma



EXHIBIT A TO COMMUNITIZATION AGREEMENT
Dated the 16th day of March, 1965, embracing all of Section
4, T-21-S, R-24-E, NMPM, Eddy County, New Mexico

Operator of Communitized Area: **David Fasken**
608 First National Bank Building
Midland, Texas

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lessor: **United States of America**

Lessee of record: **Shell Oil Company**

Serial No. of Lease: **NM 084402**

Date of Lease: **April 1, 1960**

Description of land committed: **Lots 1 & 2, Section 4, T-21-S, R-24-E,
NMPM, Eddy County, New Mexico**

Number of acres: **Sixty-two (62)**

Working interest and percentage: **David Fasken in initial well 100% to payout and in subsequent wells and after payout 75%; Wm. G. Ross in initial well before payout - none, and in subsequent wells and after payout 25%.**

Production payment and percentage: **Wilma Elliott Donahue, P. O. Box 1372, El Paso, Texas,
\$500.00 per acre payable out of 5% of total production.**

Overriding royalty interest and percentage: **None**

Tract No. 2

Lessor: **United States of America**

Lessee of record: **Phillips Petroleum Company**

Serial No. of Lease: **NM 010567**

Date of Lease: **May 1, 1953**

Description of land committed: **Lots 3 & 4, Section 4, T-21-S, R-24-E, NMPM, Eddy County, New Mexico**

Number of acres: **Sixty-two & 6/10 (62.8)**

Working interest and percentage: **David Fasken in initial well 100% to payout and in subsequent wells and after payout 75%; Wm. G. Ross in initial well before payout - none, and in subsequent wells and after payout 25%.**

Production payment and percentage: **Mary E. Wills and husband, Neil Wills, Carlsbad, New Mexico, \$500.00 per acre payable out of 3% of total production.**

Overriding royalty interest and percentage: **J. C. Stark, One-half of one percent (0.5%)**

Page: **2**

Exhibit A to Communitization Agreement

Dated: **March 16, 1965**

Operator: **David Fasken**
Eddy County, New Mexico

Tract No. 3

Lessor: **United States of America**

Lessee of record: **Monsanto Company**

Serial No. of Lease: **NM 021029**

Date of Lease: **April 1, 1956**

Description of land committed: **Lots 5 & 6, Section 4, T-21-S, R-24-E,
NMPM, Eddy County, New Mexico**

Number of acres: **Eighty (80)**

Working interest and percentage: **David Fasken in initial well 100% to payout and in subsequent wells and after payout 75%; Wm. G. Ross in initial well before payout - none, and in subsequent wells and after payout 25%.**

Production payment and percentage: **Marion V. Harris and husband, L. C. Harris
P. O. Box 6657
Roswell, New Mexico, \$500.00 per acre payable out of
3% of total production.**

Overriding royalty interest and percentage: **None**

Page: **3**

Exhibit A to Communitization Agreement

Dated: **March 16, 1965**

Operator: **David Fasken
Eddy County, New Mexico**

Tract No. 4

Lessor: **United States of America**

Lessee of record: **Shell Oil Company**

Serial No. of Lease: **NM 0207950**

Date of Lease: **July 1, 1963**

Description of land
committed: **Lots 7 & 8, Section 4, T-21-S, R-24-E,
NMPM, Eddy County, New Mexico**

Number of acres: **Eighty (30)**

Working interest
and percentage: **David Fasken in initial well 100% to payout and in subsequent
wells and after payout 75%; Wm. G. Ross in initial well before
payout - none, and in subsequent wells and after payout 25%.**

Production payment
and percentage: **None**

Overriding royalty
interest and
percentage: **Kathryn B. Richardson and husband, E. R. Richardson
2929 Montevista, N. E., Albuquerque, New Mexico - 4%**

Page: **4**
Exhibit A to Communitization Agreement
Dated: **March 16, 1965**
Operator: **David Fasken**
Eddy County, New Mexico

Tract No. 5

Lessor: **United States of America**

Lessee of record: **Monsanto Company**

Serial No. of Lease: **NM 021029**

Date of Lease: **April 1, 1956**

Description of land committed: **Lots 9, 10, 15 and 16 and SE/4, Section 4,
T-21-S, R-24-E, NMPM, Eddy County, New Mexico**

Number of acres: **Three Hundred and Twenty (320)**

Working interest **David Fasken** as to initial well before payout 100% and as to subsequent
and percentage: **wells and after payout 50%; Monsanto Company** as to initial well
before payout - none, as to subsequent wells and after payout 50%.

Production payment
and percentage: **Marion V. Harris and husband, L. C. Harris
P. O. Box 6657, Roswell, New Mexico,
\$500.00 per acre payable out of 3% of total production.**

Overriding royalty
interest and
percentage: **Monsanto Company 5% of production from first well until
payout. Thereafter - none.**

Page: **5**
Exhibit A to Communitization Agreement
Dated: **March 16, 1968**
Operator: **David Fasken**
Eddy County, New Mexico

Tract No. 6

Lessor: **United States of America**

Lessee of record: **Shell Oil Company**

Serial No. of Lease: **NM 0207950**

Date of Lease: **July 1, 1963**

Description of land
committed: **Lots 11, 12, 13, 14 and SW/4 Section 4,
T-21-S, R-24-E, NMPM, Eddy County, New Mexico**

Number of acres: **Three Hundred and Twenty (320)**

Working interest **David F. Fashen in initial well 100% to payout and in subsequent wells
and percentage: and after payout 75%; Wm. G. Ross in initial well before payout -
none, and in subsequent wells and after payout 25%.**

Production payment
and percentage: **None**

Overriding royalty
interest and
percentage: **Kathryn B. Richardson and husband, E. R. Richardson
2929 Montevista, N.E., Albuquerque, New Mexico, - 4%**

Page: **6**
Exhibit A to Communitization Agreement
Dated: **March 16, 1963**
Operator: **David Fashen**
Eddy County, New Mexico

RECAPITULATION

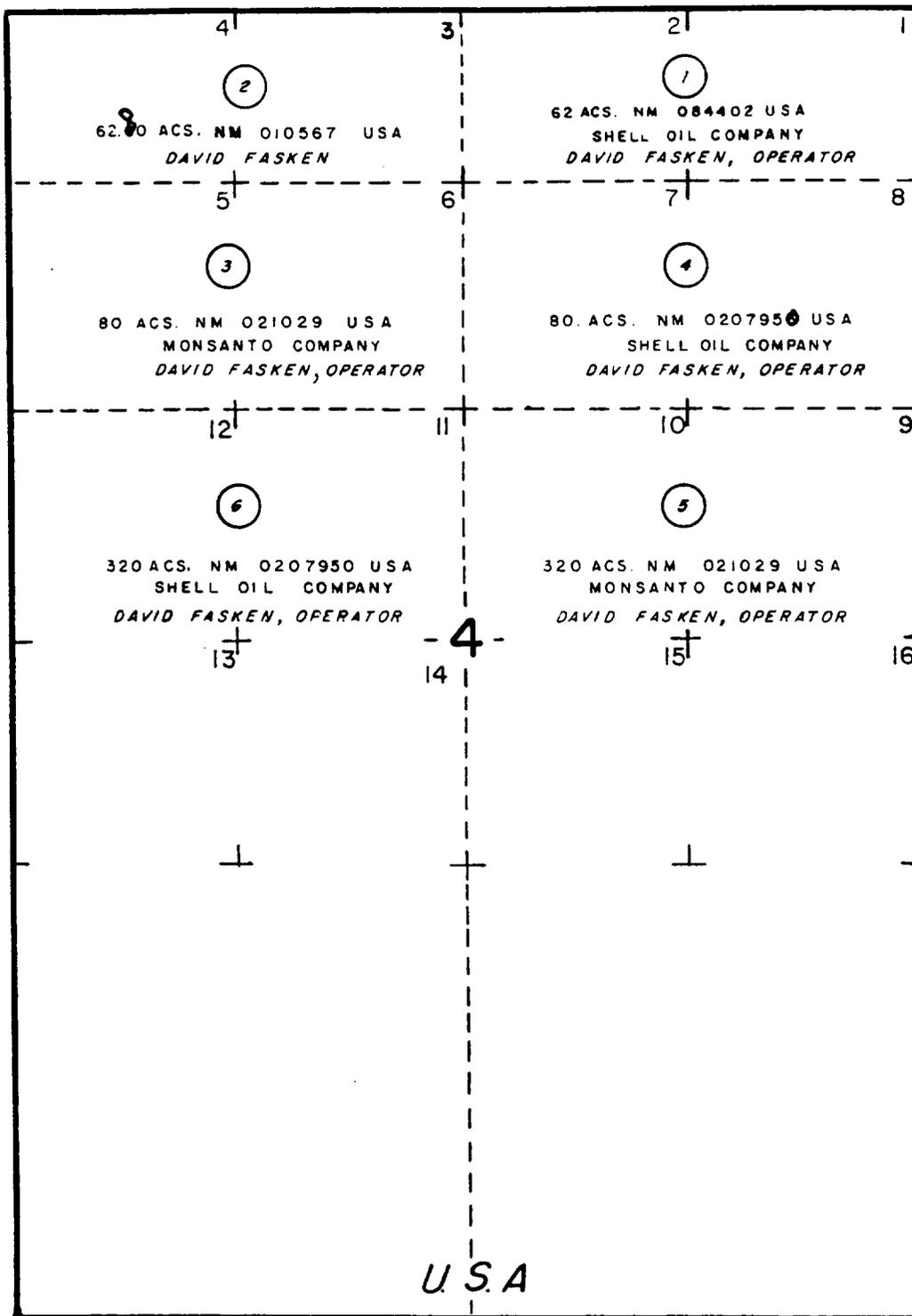
Tract #	No. of acres committed		Percentage of interest in Communitised area		
1	62.00	F-R	.067042	6.71	084472
2	62.80	F-R	.067907	6.77	010337
3	80.00	F-R	.086505	8.65	021079
4	80.00	F-R	.086505	8.65	207950
5	320.00	F-M	.346020	34.61	021079
6	<u>320.00</u>	F-R	.346021	<u>34.61</u>	207950
	924.80		1.000000	100.00	

Page: 7
 Exhibit A to Communitisation Agreement
 Dated: March 16, 1965
 Operator: David Fasken
 Eddy County, New Mexico

EXHIBIT TO COMUNITIZATION AGREEMENT

DATED MARCH 15, 1965

OPERATOR: DAVID FASKEN, EDDY COUNTY, N.M.



STATE OF NEW MEXICO } ss.
County of Eddy

FILED DEC 22 1967 FOR RECORD

at 9:00 a.m. and was duly recorded in Book 58 of Records of Misc. Pages 234 Mildred Pate County Clerk S. M. Seavey Deputy

SEC. 4, T-21-S, R-24-E, NMPM, EDDY COUNTY, NEW MEXICO

SCALE 1"=1000'

①② etc. - TRACT NUMBERS

1, 2 etc. - LOT NUMBERS

4- SECTION NUMBER

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated March 16, 1965, embracing lands in Eddy County, New Mexico, to-wit:

Section 4, T-21-S, R-24-E

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty, royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth below.

Date: March 23, 1965

J. O. Stark
J. O. Stark

Address: Route 1
Nowata, Oklahoma

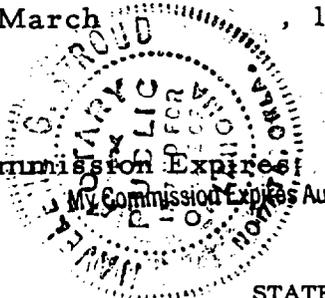
Anna J. Stark
Anna J. Stark

STATE OF OKLAHOMA I

COUNTY OF NOWATA I

The foregoing instrument was acknowledged before me this 23rd day of March, 1965, by J. O. Stark, and wife, Anna J. Stark.

My Commission Expires August 9, 1966



Mavelene G. Stroud
Notary Public, Nowata County, Oklahoma
Mavelene G. Stroud

STATE OF NEW MEXICO, County of Eddy, ss. I hereby certify that this instrument was filed for record on the 23 day of December, 1965 at 9:00 o'clock A.M., and duly recorded in Book 58, page 250 of the Records of Misc.

Mildred Pate, County Clerk

By L. M. Sears Deputy

A-6-3

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated March 16, 1965, embracing lands in Eddy County, New Mexico, to-wit:

Section 4, T-21-S, R-24-E

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty, royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement. This ratification is intended to cover 1/4 interest in the production payment interest in Tract 2 attributed to Mary E. Wills and Neil H. Wills.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth below.

Date: March 31, 1965

Address: ¹⁰⁰⁵~~105~~ North Shore Drive
Carlsbad, New Mexico

G. C. Weaver
G. C. Weaver

STATE OF NEW MEXICO |

COUNTY OF EDDY |

The foregoing instrument was acknowledged before me this 31 day of March, 1965, by G. C. Weaver

Notary Commission Expires:

Fatsy T. Langley
Notary Public, Eddy County, New Mexico

STATE OF NEW MEXICO, County of Eddy, ss. I hereby certify that this instrument was filed for record on the 22 day of December, 1967 at 9:00 o'clock A.M., and duly recorded in Book 58, page 251 of the Records of Misc.

Mildred Pata, County Clerk

By L. M. Sears Deputy



CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated March 16, 1965, embracing lands in Eddy County, New Mexico, to-wit:

Section 4, T-21-S, R-24-E

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty, royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement. This ratification is intended to cover 1/4 interest in the production payment interest in Tract 2 attributed to Mary E. Wills and Neil H. Wills.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth below.

Date: March 30th, 1965
Address: 603 West Riverside
Carlsbad, New Mexico

George D. Riggs
George D. Riggs
Edith Riggs

STATE OF NEW MEXICO I
COUNTY OF EDDY I

The foregoing instrument was acknowledged before me this 30th day of March, 1965, by George D. Riggs

My Commission Expires:



R.S. Light
Notary Public, Eddy County, New Mexico

STATE OF NEW MEXICO, County of Eddy, ss. I hereby certify that this instrument was filed for record on the 22 day of December, 1967 at 9:00 o'clock AM., and duly recorded in Book 58, page 252 of the Records of Misc.

Mildred Pate, County Clerk
By L.M. Deans Deputy

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated March 16, 1965, embracing lands in Eddy County, New Mexico, to-wit:

Section 4, T-21-S, R-24-E

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty, royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth below.

Date: March 15, 1965
Address: P.O. Box ¹⁷¹⁴~~6257~~
Roswell, New Mexico

Marion V. Harris
Marion V. Harris
L. C. Harris
L. C. Harris

STATE OF NEW MEXICO I
COUNTY OF CHAVES I

The foregoing instrument was acknowledged before me this 25th day of March, 1965, by L. C. Harris and wife, Marion V. Harris.

My Commission Expires:



Eleanor Adlene Hall
Notary Public, Chaves County, New Mexico

STATE OF NEW MEXICO, County of Eddy, ss. I hereby certify that this instrument was filed for record on the 23 day of December, 1967 at 9:00 o'clock A.M., and duly recorded in Book 58, page 253 of the Records of Mesa

Mildred Pate, County Clerk

By L. M. Sears Deputy

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

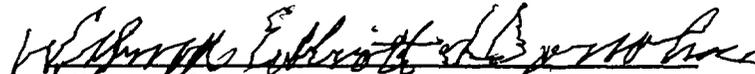
The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated March 16, 1965, embracing lands in Eddy County, New Mexico, to-wit:

Section 4, T-21-S, R-24-E

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty, royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth below.

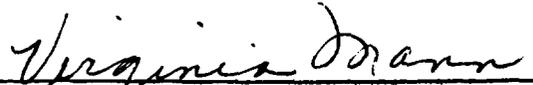
Date: March , 1965
Address: P.O. Box 1372
El Paso, Texas

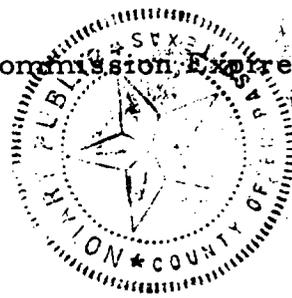

Wilma Elliott Donahue
Sole Trader

STATE OF TEXAS I
COUNTY OF EL PASO I

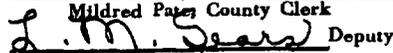
The foregoing instrument was acknowledged before me this 26th day of March , 1965, by Wilma Elliott Donahue

My Commission Expires: STATE OF NEW MEXICO, County of Eddy

ss. 
Notary Public, El Paso County, Texas



FILED DEC 22 1967

at 9:00 o'clock A.M., and was duly recorded in Book 58 of Records of Misc. Pages 254
Mildred Payer County Clerk
 Deputy

RECORD

Co., Tex., by Com. Exp. 6-1-65

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated March 16, 1965, embracing lands in Eddy County, New Mexico, to-wit:

Section 4, T-21-S, R-24-E

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty, royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement.

This Consent and Ratification is executed by Neil H. Wills, Individually and as surviving husband of Mary E. Wills, Deceased, whose will recites, "The property which I now own is my interest in the community estate of myself and my husband, Neil H. Wills". This consent and ratification is limited to one-half of the production payment interest attributed to Mary E. Wills and husband, Neil Wills, in Tract No. 2 described in Exhibit A to said Communitization Agreement, one-fourth of such interest having been assigned to each George D. Riggs and G. C. Weaver by separate assignments dated May 11, 1956.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth below.

Date: March , 1965

Neil H. Wills
Neil H. Wills

Address: P. O. Drawer W
Carlsbad, New Mexico

STATE OF NEW MEXICO I

COUNTY OF EDDY I

The foregoing instrument was acknowledged before me this 25th day of March, 1965, by Neil H. Wills, }
STATE OF NEW MEXICO } ss.
County of Eddy }

My Commission Expires: 9:00 at 9 o'clock A M., and was duly recorded in Book 58 of Records of Miss Pages 255
Mildred Page, County Clerk
S. M. Sears Deputy



FILED DEC 22 1967
FOR RECORD
Mildred Page, County Clerk
S. M. Sears Deputy

[Signature]
Notary Public, Eddy County, New Mexico

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated March 16, 1965 embracing lands in Eddy County, New Mexico, to-wit:

Section 4, T-21-S, R-24-E, NMPM, Eddy County, New Mexico, containing 924.6 acres more or less,

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Date: June 6, 1968

Address: 1005 North Shore Drive
Carlsbad, New Mexico
88220

G. G. Weaver
G. G. Weaver
Phyllis C. Weaver
Phyllis C. Weaver

STATE OF NEW MEXICO X
COUNTY OF EDDY X

The foregoing instrument was acknowledged before me this 6th day of June 1968 by G. C. Weaver and wife, Phyllis C. Weaver.

My Commission Expires: Feb. 25, 1970 Ruth D. Lay
Notary Public

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated September 1, 1966 embracing lands in Eddy County, New Mexico; to-wit:

Section 5, T-21-S, R-24-E, NMPM, Eddy County, New Mexico, containing 926.46 acres more or less,

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Date: June 6, 1968

Address: 1005 North Shore Drive
Carlsbad, New Mexico
88220

G. C. Weaver
G. C. Weaver
Phyllis C. Weaver
Phyllis C. Weaver

STATE OF NEW MEXICO X
COUNTY OF EDDY X

The foregoing instrument was acknowledged before me this 6th day of June 1968, by G. C. Weaver and wife, Phyllis C. Weaver.

My Commission Expires: Feb. 25, 1970 Ruth N. Lay
Notary Public

Communitization

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN **EDDY** COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated **March 16,** 19**65** embracing lands in **Eddy** County, New Mexico; to-wit:

Section 4, T-21-S, R-24-E, NMPM,

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty, royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Date: **December 14, 1967**
Address: **Post Office Box 1150
Roswell, New Mexico**

THE BLANCO COMPANY
By: *Emmett D. White*

STATE OF **NEW MEXICO** X
COUNTY OF **CHAVES** X

The foregoing instrument was acknowledged before me this **18** day of *December* 19*67*, by *EMMETT D. WHITE*

My Commission Expires:
Jan 12, 1971

Bette L. Hughes
Notary Public, **Chaves County, New Mexico**

70

Ross

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated March 16, 1965 embracing lands in Eddy County, New Mexico; to-wit:

Section 4, T-21-S, R-24-E, NMPM,

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Date: January 12, 1968

Address: 2929 Monte Vista Blvd., NE
Albuquerque, New Mexico



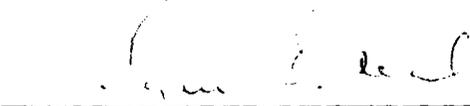
Curtis J. Little

STATE OF NEW MEXICO X
COUNTY OF BERNALILLO X

The foregoing instrument was acknowledged before me this 12th day of January 1968 by Curtis J. Little

My Commission Expires:

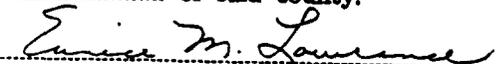
January 12, 1971



Notary Public, Bernalillo County, New Mexico

STATE OF NEW MEXICO, County of Eddy, ss. I hereby certify that this instrument was filed for record on the 21st day of March, A. D. 1968 at 11:30 o'clock A. M., and duly recorded in Book 60, Page 126 of the Records of Miscellaneous of said county.

MRS. MILDRED PATE, County Clerk

By: 
Deputy

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated March 16, 1965 embracing lands in Eddy County, New Mexico; to-wit:

Section 4, T-21-S, R-24-E, NMPM, Eddy County, New Mexico, containing 924.6 acres more or less,

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth below.

Date: June 5, 1968
Address: 4300 SILVER SE, Suite G
~~2929 XXXXXXXXXX XXXXXX~~
Albuquerque, New Mexico
87108 XXXXX

Curtis J. Little
Curtis J. Little
Anne B. Little
Anne B. Little

STATE OF NEW MEXICO X
COUNTY OF BERNALILLO X

The foregoing instrument was acknowledged before me this 5th day of June 1968 by Curtis J. Little, and wife, Anne B. Little

My Commission Expires: *June 23, 1971*

Signe E. Deal
Notary Public

STATE OF NEW MEXICO, County of Eddy, ss. I hereby certify that this instrument was filed for record on the 19 day of June, A. D. 1968 at 11:15 o'clock A.M., and duly recorded in Book 1 Page 505 of the Records of *Missileman* of said county

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

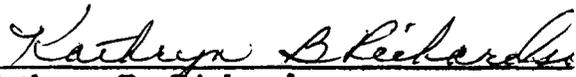
The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communization Agreement dated **March 16,** 1965, embr
ing lands in **Eddy** County, New Mexico, to-wit:

Section 4, T-21-S, R-24-E

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty, royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof exactly the same as if the undersigned had executed the original of said Communitization Agreement.

IN WITNESS WHEREOF, this instrument is executed by the undersigned :
of the date set forth below.

Date: **March 20**, 1965
Address: **2929 Montevista, N. E.**
Albuquerque, New Mexico

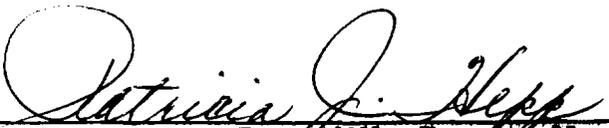

Kathryn B. Richardson

E. R. Richardson

STATE OF **NEW MEXICO** |
COUNTY OF **BERNALILLO** |

The foregoing instrument was acknowledged before me this **20** day
of **March**, 196**5**, by **E. R. Richardson and wife, Kathryn B. Richa**

My Commission Expires:


Notary Public, **Bernalillo County, New**

MY COMMISSION EXPIRES JULY 30, 1968

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN **EDDY** COUNTY, NEW MEXICO

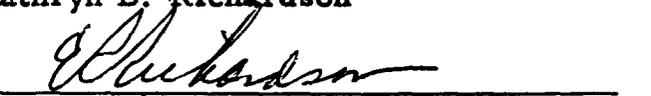
The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated **March 16,** 1965, embracing lands in **Eddy** County, New Mexico, to-wit:

Section 4, T-21-S, R-24-E

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty, royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth below.

Date: **March 20**, 1965
Address: **2929 Montevista, N. E.**
Albuquerque, New Mexico


Kathryn B. Richardson

E. R. Richardson

STATE OF **NEW MEXICO** I
COUNTY OF **BERNALILLO** I

The foregoing instrument was acknowledged before me this **20** day of **March**, 196**5**, by **E. R. Richardson and wife, Kathryn B. Richardson.**

My Commission Expires:


Notary Public **Bernalillo County, New Mexico**

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated March 16, 1965, embracing lands in Eddy County, New Mexico; to-wit:

Section 4, T-21-S, R-24-E, N.M.P.M.,
Eddy County, New Mexico,

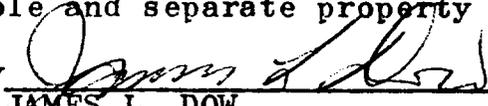
and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment overriding royalty, royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth below.

Date: August 1, 1968

Address: 120 E. Orchard Lane
Carlsbad, New Mexico

MATTIE LEA SHULER PROTZ,
a married woman dealing in her
sole and separate property

By 
JAMES L. DOW
her attorney in fact

STATE OF NEW MEXICO }

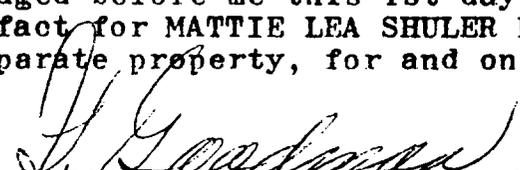
ss.

COUNTY OF EDDY }

The foregoing instrument was acknowledged before me this 1st day of August, 1968 by JAMES L. DOW, attorney in fact for MATTIE LEA SHULER PROTZ, a married woman dealing in her sole and separate property, for and on behalf of the said Mattie Lea Shuler Protz.

My Commission Expires:

October 5, 1971


NOTARY PUBLIC

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated March 16, 1965, embracing lands in Eddy County, New Mexico; to-wit:

Section 4, T-21-S, R-24-E, N.M.P.M.,
Eddy County, New Mexico,

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment overriding royalty, royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth below.

Date: August 1, 1968

Address: 120 E. Orchard Lane
Carlsbad, New Mexico

MATTIE LEA SHULER PROTZ,
a married woman dealing in her
sole and separate property

By *James L. Dow*
JAMES L. DOW
her attorney in fact

STATE OF NEW MEXICO)

ss.

COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 1st day of August, 1968 by JAMES L. DOW, attorney in fact for MATTIE LEA SHULER PROTZ, a married woman dealing in her sole and separate property, for and on behalf of the said Mattie Lea Shuler Protz.

My Commission Expires:

October 3, 1971

G. Goodman
NOTARY PUBLIC

STATE OF NEW MEXICO, County of Eddy, ss. I hereby certify that this instrument was filed for record on the 21 day of Aug., 1968 at 11:10 o'clock A.M., and duly recorded in Book 62, page 700 of the Records of Misc.

Mildred Pate, County Clerk

By *L. M. Sears* Deputy

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated March 16, 1965 embracing lands in Eddy County, New Mexico; to-wit:

Section 4, T-21-S, R-24-E, NMPM, Eddy County, New Mexico, containing 924.6 acres more or less,

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth below.

Date: June 8, 1968
Address: 1005 North Shore Drive
Carlsbad, New Mexico
88220

G. C. Weaver
G. C. Weaver
Phyllis C. Weaver
Phyllis C. Weaver

STATE OF NEW MEXICO X
COUNTY OF EDDY X

The foregoing instrument was acknowledged before me this 6th day of June 1968, by G. C. Weaver and wife, Phyllis C. Weaver.

My Commission Expires: Feb 25, 1970 Ruth N. Lay
Notary Public



STATE OF NEW MEXICO, County of Eddy, ss. I hereby certify that this instrument was filed for record on the 8 day of June, 1968 at 9:00 o'clock A.M., and duly recorded in Book 61, page 783 of the Records of Mesa.
Mildred Pate, County Clerk

By P. M. Sears Deputy

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN **EDDY** COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated **March 16,** 19 **65** embracing lands in **Eddy** County, New Mexico: to-wit:

Section 4, T-21-S, R-24-E, NMPM, Eddy County, New Mexico, containing 924.6 acres more or less,

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty, royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth below.

Date: **June 5th, 1968**
Address: **4300 SILVER SE, Suite G**
~~20290 BERNALILLO BLVD~~
Albuquerque, New Mexico
87108 ~~XXXX~~



Curtis J. Little


Anne B. Little

STATE OF **NEW MEXICO** X
X
COUNTY OF **BERNALILLO** X

The foregoing instrument was acknowledged before me this **5th** day of **June** 19**68**, by **Curtis J. Little, and wife, Anne B. Little**



Notary Public

My Commission Expires:
January 13, 1971

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN **EDDY** COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated **March 16,** 19 **65** embracing lands in **Eddy** County, New Mexico; to-wit:

Section 4, T-21-S, R-24-E, NMPM,

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty, royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth below.

Date: **January 12, 1968**



Curtis J. Little

Address: **2929 Monte Vista Blvd., NE
Albuquerque, New Mexico**

STATE OF **NEW MEXICO** X
COUNTY OF **BERNALILLO** X

The foregoing instrument was acknowledged before me this **12th** day of **January** **1968** by **Curtis J. Little**



Notary Public **Bernalillo County, New Mexico**

My Commission Expires:

January 13, 1971

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN **EDDY** COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communization Agreement dated **March 16,** 19**65**, embracing lands in **Eddy** County, New Mexico, to-wit:

Section 4, T-21-S, R-24-E

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty, royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement.

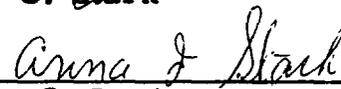
IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth below.

Date: **March 23**, 19**65**

Address: **Route 1**
Nowata, Oklahoma



J. O. Stark



Anna J. Stark

STATE OF **OKLAHOMA** |

COUNTY OF **NOWATA** |

The foregoing instrument was acknowledged before me this **23rd** day of **March**, 19**65**, by **J. O. Stark, and wife, Anna J. Stark.**

My Commission Expires:
My Commission Expires August 9, 1966



Notary Public **Nowata County, Oklahoma**
Mavelene G. Stroud

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN **EDDY** COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communization Agreement dated **March 16,** 19 **65,** embracing lands in **Eddy** County, New Mexico, to-wit:

Section 4, T-21-S, R-24-E

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty, royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement. **This ratification is intended to cover 1/4 interest in the production payment interest in Tract 2 attributed to Mary E. Wills and Neil H. Wills.**

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth below.

Date: **March 31**, 1965

Address: ¹⁰⁰⁵ **105 North Shore Drive**
Carlsbad, New Mexico



G. C. Weaver

STATE OF **NEW MEXICO** |

COUNTY OF **EDDY** |

The foregoing instrument was acknowledged before me this **31** day of **March**, 1965, by **G. C. Weaver**

My Commission Expires:
8-14-65



Notary Public, **Eddy County, New Mexico**

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN **EDDY** COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated **March 16,** 1965, embracing lands in **Eddy** County, New Mexico, to-wit:

Section 4, T-21-S, R-24-E

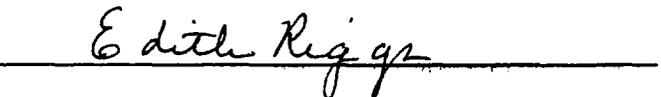
and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty, royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement. **This ratification is intended to cover 1/4 interest in the production payment interest in Tract 2 attributed to Mary E. Wills and Neil H. Wills.**

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth below.

Date: **March**, 1965

Address: **603 West Riverside
Carlsbad, New Mexico**


George D. Riggs


Edith Riggs

STATE OF **NEW MEXICO** |

COUNTY OF **EDDY** |

The foregoing instrument was acknowledged before me this **30th** day of **March**, 1965, by **George D. Riggs**

My Commission Expires:

28 May 1966


Notary Public, **Eddy County, New Mexico**

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communization Agreement dated March 16, 1965, embracing lands in Eddy County, New Mexico, to-wit:

Section 4, T-21-S, R-24-E

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty, royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth below.

Date: March 25, 1965
Address: P.O. Box ¹⁷¹⁴~~657~~
Roswell, New Mexico

Marion V. Harris
Marion V. Harris
L. C. Harris
L. C. Harris

STATE OF NEW MEXICO |
COUNTY OF CHAVES |

The foregoing instrument was acknowledged before me this 25th day of March, 1965, by L. C. Harris and wife, Marion V. Harris.

My Commission Expires:
5-4-65

Eleanor Delore Hall
Notary Public, Chaves County, New Mexico

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN **EDDY** COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communization Agreement dated **March 16,** 1965, embracing lands in **Eddy** County, New Mexico, to-wit:

Section 4, T-21-S, R-24-E

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty, royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth below.

Date: **March** , 1965

Address: **P. O. Box 1372**
El Paso, Texas

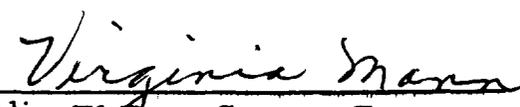

Wilma Elliott Donahue
Sole Trader

STATE OF **TEXAS** I

COUNTY OF **EL PASO** I

The foregoing instrument was acknowledged before me this **26th** day of **March** , 1965, by **Wilma Elliott Donahue**

My Commission Expires:


Notary Public, **El Paso County, Texas**

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated March 16, 1965, embracing lands in Eddy County, New Mexico, to-wit:

Section 4, T-21-S, R-24-E

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty, royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement.

This Consent and Ratification is executed by Neil H. Wills, Individually and as surviving husband of Mary E. Wills, Deceased, whose will recites, "The property which I now own is my interest in the community estate of myself and my husband, Neil H. Wills". This consent and ratification is limited to one-half of the production payment interest attributed to Mary E. Wills and husband, Neil Wills, in Tract No. 2 described in Exhibit A to said Communitization Agreement, one-fourth of such interest having been assigned to each George D. Riggs and G. C. Weaver by separate assignments dated May 11, 1956.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth below.

Date: March , 1965



Neil H. Wills

Address: P. O. Drawer W
Carlsbad, New Mexico

STATE OF NEW MEXICO |

COUNTY OF EDDY |

The foregoing instrument was acknowledged before me this 28th day of March, 1965, by Neil H. Wills.

My Commission Expires:

28 May 1966



Notary Public, Eddy County, New Mexico

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated March 16, 1965, embracing lands in Eddy County, New Mexico, to-wit:

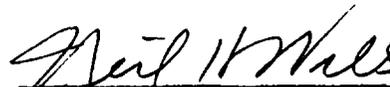
Section 4, T-21-S, R-24-E

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty, royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement.

This Consent and Ratification is executed by Neil H. Wills, Individually and as surviving husband of Mary E. Wills, Deceased, whose will recites, "The property which I now own is my interest in the community estate of myself and my husband, Neil H. Wills". This consent and ratification is limited to one-half of the production payment interest attributed to Mary E. Wills and husband, Neil Wills, in Tract No. 2 described in Exhibit A to said Communitization Agreement, one-fourth of such interest having been assigned to each George D. Riggs and G. C. Weaver by separate assignments dated May 11, 1956.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth below.

Date: March , 1965



Neil H. Wills

Address: P. O. Drawer W
Carlsbad, New Mexico

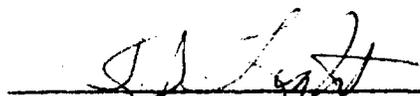
STATE OF NEW MEXICO |

COUNTY OF EDDY |

The foregoing instrument was acknowledged before me this 25th day of March, 1965, by Neil H. Wills.

My Commission Expires:

28 May 1966



Notary Public, Eddy County, New Mexico

ILLEGIBLE

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN **EDDY** COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated **March 16,** 19 **65**, embracing lands in **Eddy** County, New Mexico, to-wit:

Section 4, T-2-S, R-24-E

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty, royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth below.

Date: **March 19, 1965**



MESQUITO COMPANY

Address: **602 West Missouri Avenue
Midland, Texas**

SAD BY Frank Richardson

Attorney-in-Fact

STATE OF **TEXAS** |

COUNTY OF **HARRIS** |

The foregoing instrument was acknowledged before me this **19th** day of **March**, 196 **5** by **Frank Richardson** **in his capacity** **as Attorney-in-Fact** **and as the act and deed of Mesquite Company.**

My Commission Expires:
JUNE 1, 1965

Dorothy D. Norton
Notary Public **Harris County, Texas**

ILLEGIBLE

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN **EDDY** COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communization Agreement dated **March 16,** 19**63**, embracing lands in **Eddy** County, New Mexico, to-wit:

Section 4, T-21-S, R-24-Z

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty, royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth below.

Date: **March 19th, 1963**

PHILLIPS PETROLEUM COMPANY

Address: **Bartlesville, Oklahoma**

ATTEST:

By

H. D. Brooks

Vice President

Harvey W. Thompson
Assistant Secretary

STATE OF **OKLAHOMA** |

COUNTY OF **WASHINGTON** |

APPROVED BY
James...
ATTORNEY
W. D. ...
COMMISSIONER
PHILLIPS PETROLEUM COMPANY

The foregoing instrument was acknowledged before me this **19th** day of **March**, 19**63** by **H. D. Brooks** in his capacity of **Vice President** and as the **act and deed** of **Phillips Petroleum Company**.

My Commission Expires **October 1, 1967** My Commission Expires **October 1, 1967**
Alisa Cardenas
Notary Public **Washington County, Oklahoma**

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communization Agreement dated March 16, 1965, embracing lands in Eddy County, New Mexico, to-wit:

Section 4, T-21-S, R-24-E

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty, royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth below.

Date: March 20, 1965

Kathryn B. Richardson
Kathryn B. Richardson

Address: 2929 Montevista, N.E.
Albuquerque, New Mexico

E. R. Richardson
E. R. Richardson

STATE OF NEW MEXICO |
COUNTY OF BERNALILLO |

The foregoing instrument was acknowledged before me this 20th day of March, 1965, by E. R. Richardson and wife, Kathryn B. Richardson

My Commission Expires:

Patricia J. Nepp
Notary Public, Bernalillo County, New Mexico

~~MY COMMISSION EXPIRES JULY 30, 1968~~

STATE OF NEW MEXICO, County of Eddy, ss. I hereby certify that this instrument was filed for record on the 17 day of January, 1968 at 11:15 o'clock A.M., and duly recorded in Book 58, page 656 of the Records of Bernalillo County
Mildred Pate, County Clerk

By [Signature] Deputy

CONSENT AND RATIFICATION
TO
COMMUNITIZATION AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated March 16, 1965, embracing lands in Eddy County, New Mexico; to-wit:

Section 4, T-21-S, R-24-E, NMPM,

and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned being owners of a production payment, overriding royalty, royalty or other interests in the lands and minerals embraced within the communitized area do hereby commit their said interests to said Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth below.

Date: December 14, 1967

THE BLANCO COMPANY

Address: Post Office Box ~~##~~ 1150
Roswell, New Mexico

By: Emmett D. White
PRES

STATE OF NEW MEXICO

X

COUNTY OF CHAVES

X

X

The foregoing instrument was acknowledged before me this 18th day of

December

1967

by EMMETT D. WHITE

My Commission Expires

Jan 13, 1971

Bettie R. Hughes
Notary Public, Chaves County, New Mexico

STATE OF NEW MEXICO, County of Eddy, ss. I hereby certify that this instrument was filed for record on the 2 day of January, 1968 at 1:00 o'clock P.M., and duly recorded in Book 58, page 415 of the Records of Emoc

Mildred Tate, County Clerk

By: Christine Camsteel

RECEIVED

MAR 24 1965

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

APPROVAL-CERTIFICATION-DETERMINATION

Pursuant to the authority vested in the Secretary of the Interior under Section 17 (j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226 (j)), and delegated to the Regional Oil and Gas Supervisors of the Geological Survey by Order approved June 14, 1962 (27 F.R. 6395), I do hereby:

- A. Approve the attached communitization agreement covering ~~the~~

Section 4, T-21-S, R-24-E, NMPM,

Eddy County, New Mexico

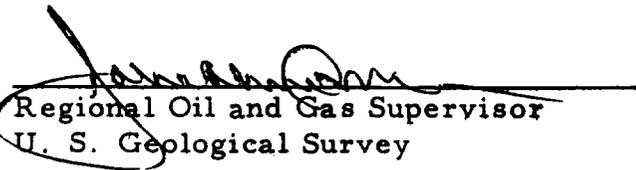
as to (dry gas and associated liquid hydrocarbons) ~~(oil and associated hydrocarbons)~~ producible from the

Cisco Canyon and Morrow

formation*.

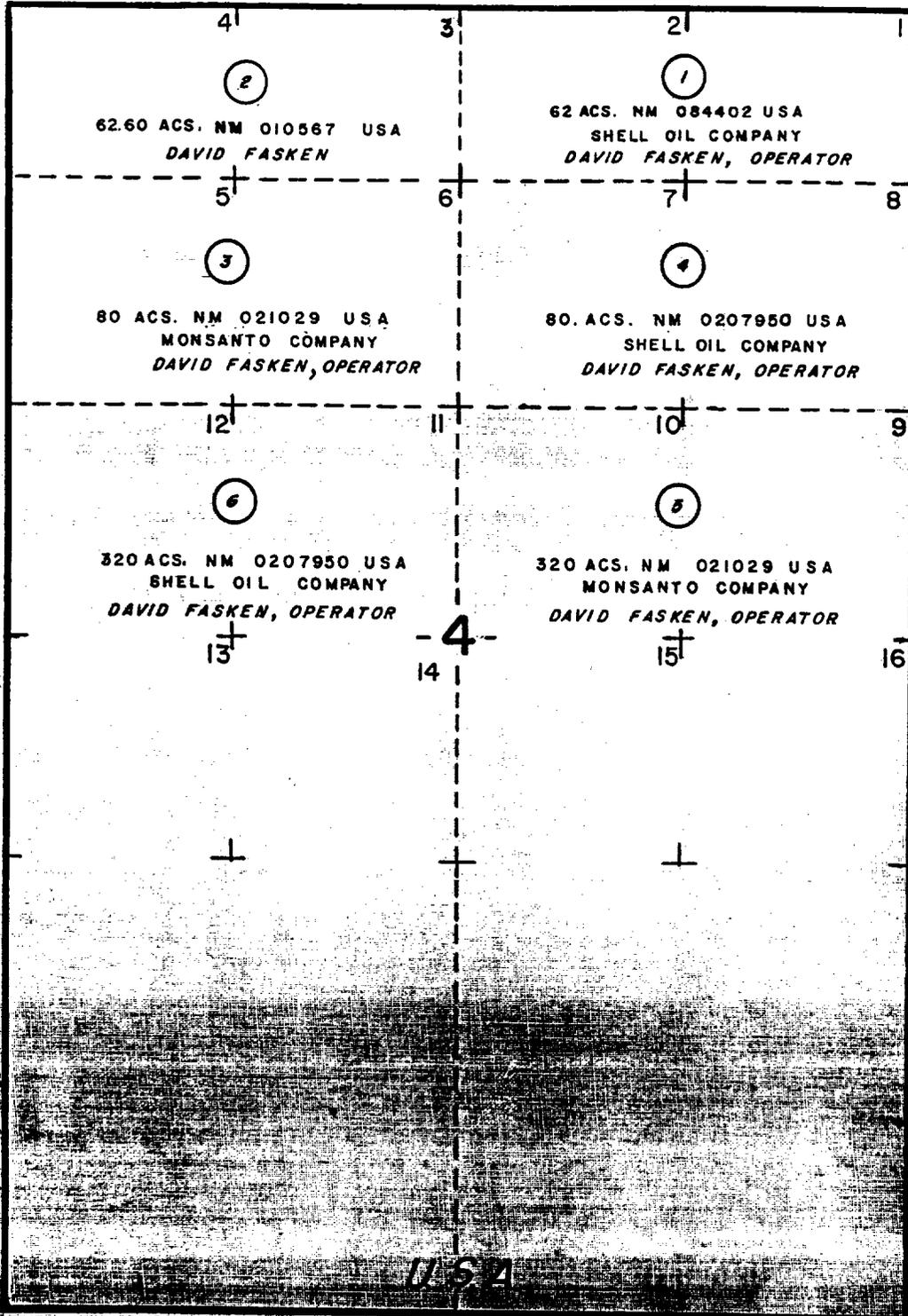
- B. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed or revoked to conform with the terms and conditions of the agreement.

Dated: MAR 24 1965


Regional Oil and Gas Supervisor
U. S. Geological Survey

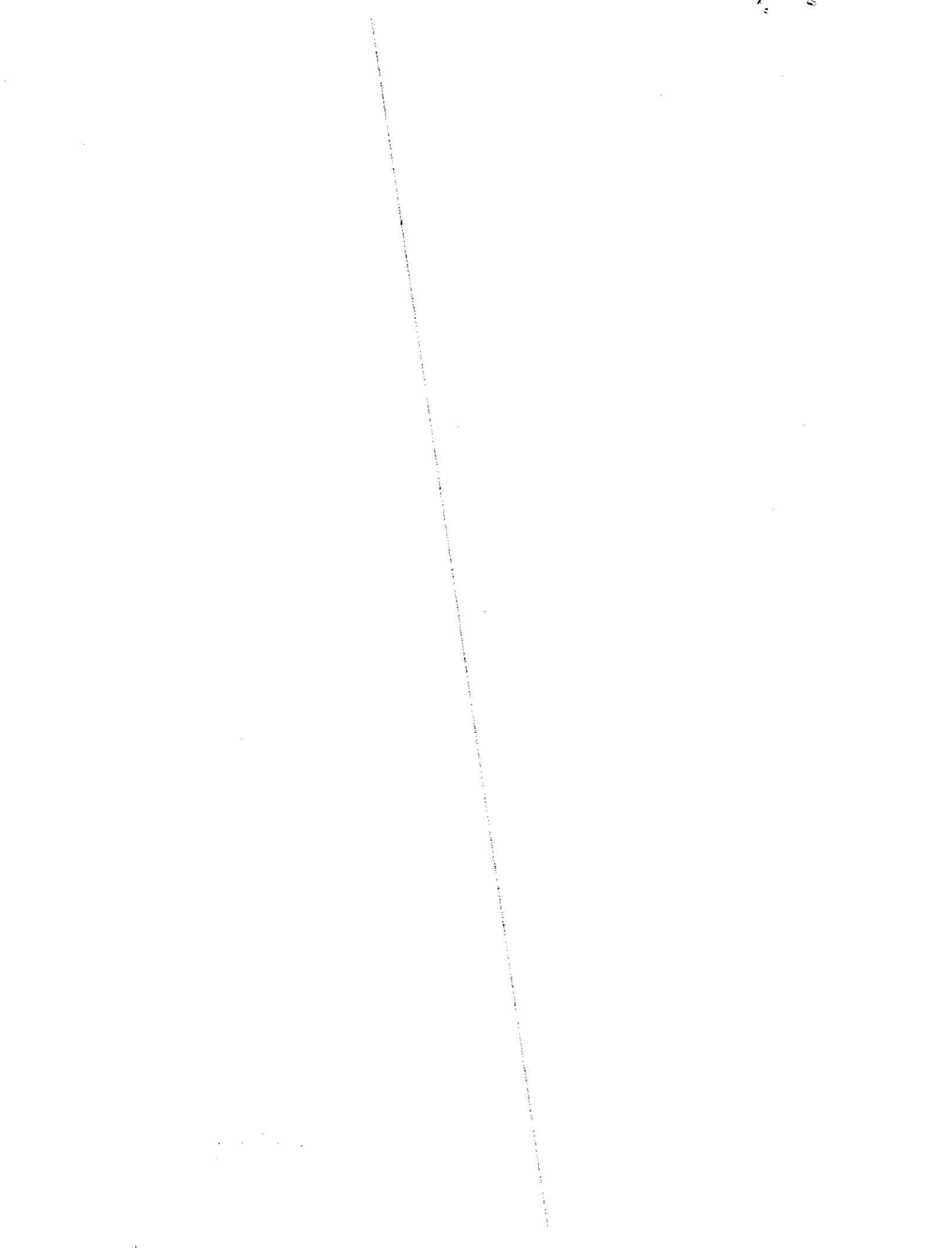
Contract No. COM. AGR. SW-247

EXHIBIT TO COMUNITIZATION AGREEMENT
DATED MARCH 16, 1965
OPERATOR: DAVID FASKEN, EDDY COUNTY, N.M.



SEC. 4, T-21-S, R-24-E, NMPM,
EDDY COUNTY, NEW MEXICO
SCALE 1" = 100'

1, 2 etc. - TRACT NUMBERS
1, 2 etc. - LOT NUMBERS
4 - SECTION NUMBER



Fasken Oil and Ranch, Ltd.

REVENUE DIVISION OF INTEREST LISTING - LATEST DECKS

OG205 08/21/2001 PAGE 1

PROPERTY	PROPERTY NAME	DK	MONTH	DESCRIPTION	OWNER	OWNER NAME	D.D.I.	RNSTS	EXMPT	P.TX	EXMPT	CST	SUBLEGR	AF
								97DIC	CODES	CODES		CTR	NUMBER	CD
RD7520-01	Ross Federal Lease-	6	06/01	RD/CURRENT Eff. 6/01										
				9999802 Fasken Land and Mine	0.54500886			YY	W	5		0		Y
				303 W. Wall Ave., Suite 1900										
				Midland TX 79701										
				SS#/Tax-Id: 75-2628257										
				BAR6700 Karen K Barton	0.00001250			YY	O	5		0		N
				2628 Southwest 45th St										
				Oklahoma City OK 73119										
				SS#/Tax-Id: 445-64-2703										
				BIV5000 Edith Bivins	0.20003760			YY	C	5		0		N
				515 6th Avenue N.										
				Caldwell ID 83605										
				SS#/Tax-Id: 441-10-7101										
				BRO4011 Brooks Oil & Gas Int	0.01112263			YY	W			0		N
				P.O. Box 10162										
				Midland TX 79702										
				SS#/Tax-Id: 75-2515963										
				COL5700 Colorado School of M	0.00025387			YY	K	5		0		N
				Foundation, Inc.										
				P.O. Box 4005										
				Golden CO 80401										
				SS#/Tax-Id: 84-0509064										
				GIB2020 Mary Lou Gibbs	0.00003770			YY	O	5		0		N
				4115 E. Zion										
				Tulsa OK 74115										
				SS#/Tax-Id: 510-24-5792										
				HAR6300 Lawrence C. & Marion	0.00548900			YY	K	5		0		N
				P. O. Box 1714										
				Roswell NM 88202-1714										
				SS#/Tax-Id: 525-16-6576										
				HEN2680 Mary J. Henderson	0.00003770			YY	O	5		0		N
				347 Hillside Circle										
				Burleson TX 76028										
				SS#/Tax-Id: 456-19-2004										
				XAU2850 Paula Rachel Kaufman	0.00432600			YY	O	5		0		N
				P. O. Box 309										
				Glorieta NM 87535										
				SS#/Tax-Id: 585-10-3139										
				LIT7001 Anne B. Little Revoc	0.00432600			YY	O	5		0		N
				Wells Fargo Bank, NM Trustee										
				PO Box 5383										
				Denver CO 80217										
				SS#/Tax-Id: 65-6240640										
				LIT7201 Sylvia F. Little, Tr	0.00432600			YY	O	5		0		N
				UTA/5/25/90										
				P. O. Box 1258										
				Farmington NM 87499-1258										
				SS#/Tax-Id: 450-48-4233										



Pasken Oil and Ranch, Ltd.

REVENUE DIVISION OF INTEREST LISTING - LATEST DECKS

CG205 08/21/2001 PAGE 2

PROPERTY	PROPERTY NAME	DK	MONTH	DESCRIPTION	OWNER	OWNER NAME	D. D. I.	RNSTS	EXMPT	P. TX	EXMPT	CST	SUBLEGR	AF
								9TDC	CODES	CODES		CTR	NUMBER	CD
RO7500-01	Ross Federal Lease-	6	06/01	RD/CURRENT Eff. 6/01										
				MMS0660	0290105670004		0.00848300	YY	F#	2	45	F	0	N
					Ross Fed #1									
					RO7500-01		CU							
				MMS0800	0290210290001		0.05406600	YY	F#	2	45	F	0	N
					Ross Fed #1									
					RO7500-01		CU							
				MMS1640	0290844020002		0.00838000	YY	F#	2	45	F	0	N
					Ross Fed #1									
					RO7500-01		CU							
				MMS1860	0292079500003		0.05406600	YY	F#	2	45	F	0	N
					Ross Fed #1									
					RO7500-01		CU							
				PRO7000	Mattie Lea Shuler Pr		0.00025388	YY	O				0	N
					Route 1, Box 30									
					Carlsbad	NM 88220		SS#	/Tax-Id:	525-33-4878				
				PUR3500	Pure Resources, L.P.		0.14622725	YY	W				0	N
					P.O. Box 910552									
					Dallas	TX 75391-0552		SS#	/Tax-Id:	75-2715696				
				RIC3400	James M. Richardson		0.00432600	YY	O				0	N
					P. O. Box 1625									
					Carnelian Bay	CA 96140		SS#	/Tax-Id:	585-09-4975				
				RIG2950	Riggs-Mills Limited		0.00050775	YY	O				0	N
					Partnership									
					Box 727									
					Cedaredge	CO 81413-0727		SS#	/Tax-Id:	91-1765050				
				ROS6900	Ross Family Trust		0.13663476	YY	W				0	N
					Vee K. Ross, Trustee									
					P. O. Box 86									
					Midland	TX 79702		SS#	/Tax-Id:	75-6425776				
				STA5555	Tessa Nicole Stark		0.00003760	YY	O				0	N
					Jerry D. Stark, Custodian									
					1878 Putnam Drive									
					Bartlesville	OK 74005		SS#	/Tax-Id:	442-04-9336				
				STA7510	David L. Stark		0.00003760	YY	O				0	N
					313 Balsam									
					Lake Jackson	TX 77566		SS#	/Tax-Id:	448-36 7971				

BLM
P.O. Box 27115
Santa Fe, NM
87502-0115
or
P.O. Box 1778
Carlsbad, NM
88221-1778

Fasken Oil and Ranch, Ltd.

REVENUE DIVISION OF INTEREST LISTING - LATEST DECKS

0205 08/21/2001 PAGE 3

PROPERTY	PROPERTY NAME	DK	MONTH	DESCRIPTION	OWNER	OWNER NAME	D.D.I.	RNSTS	EXMPT P	TX	EXMPT	CST	SUBLEGR	AF
								STDC	CODES	CODES		CTR	NUMBER	CD
RC7500-01	Ross Federal Lease-	6	06/01	RD/CURRENT Eff. 6/01										
				STA7520	Jack D. Stark		0.00003760	YY	O	5		0		N
					Route 1, Box 15A									
					Fitzhugh	OK 74843								
				STA7540	L. M. Stark		0.00003760	YY	O	5		0		N
					305 Frontera									
					Borger	TX 79007								
				STA7550	Michael R. Stark		0.00001250	YY	O	5		0		N
					10805 Highway 253									
					Fort Smith	AR 72916-4115								
				STA7560	W. B. Stark		0.00003760	YY	C	5		0		N
					Rt 5 Box 326									
					Bartlesville	OK 74003								
				STA8200	Wilma D. Moleen Trus		0.00335500	YY	O	5		0		N
					c/o Chase Bank of Texas, N.A.									
					P. O. Box 200383									
					Houston	TX 77216-0383								
				WHI7015	Philip L. White		0.00648900	YY	K	5		0		N
					P. O. Box 2168									
					Santa Fe	NM 87504-0000								
				WIL7500	Wills Royalty Inc.		0.00101550	YY	O	5		0		N
					P. O. Box 1658									
					Carlsbad	NM 88221-1658								
				WOR6600	Deborah A. Wortham		0.00001250	YY	O	5		0		N
					6106 Walnut Dr.									
					Tuttle	OK 73069								
				*** DECK TOTAL			1.00000000							

CMD :
OG5SECT

ONGARD
INQUIRE LAND BY SECTION

09/12/01 16:12:42
OGOMES -TPMM
PAGE NO: 1

Sec : 04 Twp : 21S Rng : 24E Section Type : NORMAL

12 40.00	4 31.50	5 40.00	11 40.00	3 31.30	6 40.00	10 40.00	2 31.10	7 40.00	1 30.90	8 40.00	9 40.00
Federal owned			Federal owned			Federal owned			Federal owned		
A											
13 40.00			14 40.00			15 40.00			16 40.00		
Federal owned			Federal owned			Federal owned			Federal owned		
A											

PF01 HELP PF02 PF03 EXIT PF04 GoTo PF05 PF06
PF07 BKWD PF08 FWD PF09 PRINT PF10 SDIV PF11 PF12

CMD :
OG5SECT

ONGARD
INQUIRE LAND BY SECTION

09/12/01 16:12:46
OGOMES -TPMM
PAGE NO: 2

Sec : 04 Twp : 21S Rng : 24E Section Type : NORMAL

L 40.00 Federal owned	K 40.00 Federal owned A	J 40.00 Federal owned	I 40.00 Federal owned
M 40.00 Federal owned	N 40.00 Federal owned	O 40.00 Federal owned	P 40.00 Federal owned

PF01 HELP PF02 PF03 EXIT PF04 GoTo PF05 PF06
PF07 BKWD PF08 FWD PF09 PRINT PF10 SDIV PF11 PF12

CMD :
OG6IWCM

ONGARD
INQUIRE WELL COMPLETIONS

09/12/01 16:14:28
OGOMES -TPMM

API Well No : 30 15 22715 Eff Date : 01-01-1996 WC Status : A
Pool Idn : 74640 CEMETARY;MORROW (GAS)
OGRID Idn : 151416 FASKEN OIL & RANCH LTD
Prop Idn : 18239 ROSS FEDERAL COM

Well No : 002
GL Elevation: 3745

	U/L	Sec	Township	Range	North/South	East/West	Prop/Act (P/A)
B.H. Locn	: 13	4	21S	24E	FTG 3300 F S	FTG 660 F W	A

Lot Identifier:

Dedicated Acre: 320.00

Lease Type : F

Type of consolidation (Comm, Unit, Forced Pooling - C/U/F/O) :

M0025: Enter PF keys to scroll

PF01 HELP	PF02	PF03 EXIT	PF04 GoTo	PF05	PF06
PF07	PF08	PF09	PF10 NEXT-WC	PF11 HISTORY	PF12 NXTREC

CMD :
OG6ACRE

ONGARD
C102-DEDICATE ACREAGE

09/12/01 16:14:35
OGOMES -TPMM
Page No : 1

API Well No : 30 15 22715 Eff Date : 02-01-1980
Pool Idn : 74640 CEMETARY;MORROW (GAS)
Prop Idn : 18239 ROSS FEDERAL COM Well No : 002
Spacing Unit : 39944 OCD Order : Simultaneous Dedication:
Sect/Twp/Rng : Acreage : 320.00 Revised C102? (Y/N) :
Dedicated Land:

S	Base	U/L	Sec	Twp	Rng	Acreage	L/W	Ownership	Lot	Idn
B	10	4	21S	24E	40.00	N	FD			
C	11	4	21S	24E	40.00	N	FD			
D	12	4	21S	24E	40.00	N	FD			
E	13	4	21S	24E	40.00	N	FD			
F	14	4	21S	24E	40.00	N	FD			
G	15	4	21S	24E	40.00	N	FD			
H	16	4	21S	24E	40.00	N	FD			
A	9	4	21S	24E	40.00	N	FD			

E0005: Enter data to modify or PF keys to scroll

PF01 HELP	PF02	PF03 EXIT	PF04 GoTo	PF05	PF06 CONFIRM
PF07 BKWD	PF08 FWD	PF09	PF10 LAND	PF11 NXTSEC	PF12 RECONF

CMD :
OG6IPRD

ONGARD
INQUIRE PRODUCTION BY POOL/WELL

09/12/01 16:14:49
OGOMES -TPMM
Page No: 1

OGRID Identifier : 151416 FASKEN OIL & RANCH LTD
Pool Identifier : 74640 CEMETARY;MORROW (GAS)
API Well No : 30 15 22715 Report Period - From : 01 2000 To : 06 2001

API Well No	Property Name	Prodn. MM/YY	Days Prod	Production Volumes			Well Stat
				Gas	Oil	Water	
30 15 22715	ROSS FEDERAL COM	01 00	31	4144		11	F
30 15 22715	ROSS FEDERAL COM	02 00	29	4207	5	11	F
30 15 22715	ROSS FEDERAL COM	03 00	31	5028	3	14	F
30 15 22715	ROSS FEDERAL COM	04 00	30	3395	5	11	F
30 15 22715	ROSS FEDERAL COM	05 00	31	3482	3	3	F
30 15 22715	ROSS FEDERAL COM	06 00	30	4242		17	F
30 15 22715	ROSS FEDERAL COM	07 00	31	4227	19		F

Reporting Period Total (Gas, Oil) :

M0025: Enter PF keys to scroll

PF01 HELP	PF02	PF03 EXIT	PF04 GoTo	PF05	PF06 CONFIRM
PF07 BKWD	PF08 FWD	PF09	PF10 NXTPOOL	PF11 NXTOGD	PF12

CMD : ONGARD
OG6IPRD INQUIRE PRODUCTION BY POOL/WELL

09/12/01 16:14:54
OGOMES -TPMM
Page No: 2

OGRID Identifier : 151416 FASKEN OIL & RANCH LTD
Pool Identifier : 74640 CEMETARY;MORROW (GAS)
API Well No : 30 15 22715 Report Period - From : 01 2000 To : 06 2001

API Well No	Property Name	Prodn. Days		Production Volumes			Well Stat
		MM/YY	Prod	Gas	Oil	Water	
30 15 22715	ROSS FEDERAL COM	08 00	31	4034		6	F
30 15 22715	ROSS FEDERAL COM	09 00	30	2656		12	F
30 15 22715	ROSS FEDERAL COM	10 00	31	2284			F
30 15 22715	ROSS FEDERAL COM	11 00	30	2384	1	11	F
30 15 22715	ROSS FEDERAL COM	12 00	31	2341		6	F
30 15 22715	ROSS FEDERAL COM	01 01	3	182			S
30 15 22715	ROSS FEDERAL COM	02 01					S

Reporting Period Total (Gas, Oil) :

E0049: User may continue scrolling.

PF01 HELP	PF02	PF03 EXIT	PF04 GoTo	PF05	PF06 CONFIRM
PF07 BKWD	PF08 FWD	PF09	PF10 NXTPOOL	PF11 NXTOGD	PF12

CMD :
OG6IPRD

ONGARD
INQUIRE PRODUCTION BY POOL/WELL

09/12/01 16:14:55
OGOMES -TPMM
Page No: 3

OGRID Identifier : 151416 FASKEN OIL & RANCH LTD
Pool Identifier : 74640 CEMETARY;MORROW (GAS)
API Well No : 30 15 22715 Report Period - From : 01 2000 To : 06 2001

API Well No	Property Name	Prodn. MM/YY	Days Prod	Production Volumes			Well Stat
				Gas	Oil	Water	
30 15 22715	ROSS FEDERAL COM	03 01				S	
30 15 22715	ROSS FEDERAL COM	04 01			3	S	
30 15 22715	ROSS FEDERAL COM	05 01	18	174		F	
30 15 22715	ROSS FEDERAL COM	06 01	30	989	2	F	

Reporting Period Total (Gas, Oil) : 43769 41 102

E0049: User may continue scrolling.

PF01 HELP PF02 PF03 EXIT PF04 GoTo PF05 PF06 CONFIRM
PF07 BKWD PF08 FWD PF09 PF10 NXTPOOL PF11 NXTOGD PF12

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. 6329
Order No. R-5822

APPLICATION OF DAVID FASKEN
FOR UNORTHODOX GAS WELL LOCATIONS
AND A NON-STANDARD PRORATION UNIT,
EDDY COUNTY, NEW MEXICO.

ORDER OF THE DIVISION

BY THE DIVISION:

This cause came on for hearing at 9 a.m. on September 27, 1978, at Santa Fe, New Mexico, before Examiner Daniel S. Nutter.

NOW, on this 6th day of October, 1978, 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, David Fasken, seeks approval for the unorthodox locations of the following three wells located in Township 21 South, Range 24 East, Cemetery-Morrow Gas Pool, Eddy County, New Mexico:

the Ross Federal Com. Well No. 2 to be drilled 3300 feet from the South line and 660 feet from the West line of Section 4, Lots 9 through 16 of said section to be dedicated to the well;

the Ross Federal Com. Well No. 3 to be drilled 6040 feet from the South line and 460 feet from the West line of Section 4 to be dedicated to a 284.6-acre non-standard proration unit comprising Lots 1 through 8 of said section; and the

Shell Federal Com. Well No. 2 to be drilled 3300 feet from the South line and 660 feet from the West line of Section 5, Lots 9 through 16 of said section to be dedicated to the well.

(3) That wells at said unorthodox locations will better enable applicant to produce the gas underlying each of the aforesaid proration units.

(4) That no offset operator objected to the proposed unorthodox locations.

(5) That approval of the subject application will afford the applicant the opportunity to produce his just and equitable share of the gas in the subject pool, will prevent the economic loss caused by the drilling of unnecessary wells, avoid the augmentation of risk arising from the drilling of an excessive number of wells, and will otherwise prevent waste and protect correlative rights.

IT IS THEREFORE ORDERED:

(1) That unorthodox gas well locations are hereby approved for the following three wells located in Township 21 South, Range 24 East, Cemetery-Morrow Gas Pool, Eddy County, New Mexico:

the Ross Federal Com. Well No. 2 to be drilled 3300 feet from the South line and 660 feet from the West line of Section 4, Lots 9 through 16 of said section to be dedicated to the well;

the Ross Federal Com. Well No. 3 to be drilled 6040 feet from the South line and 460 feet from the West line of Section 4 to be dedicated to a 284.6-acre non-standard proration unit, hereby approved, comprising Lots 1 through 8 of said section; and

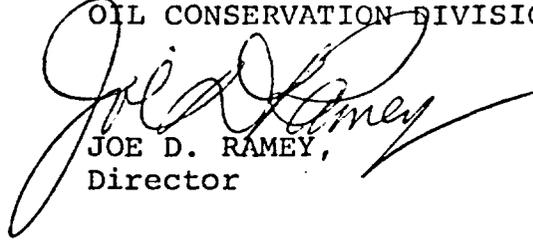
the Shell Federal Com. Well No. 2 to be drilled 3300 feet from the South line and 660 feet from the West line of Section 5, Lots 9 through 16 of said section to be dedicated to the well.

(2) That jurisdiction of this cause is retained for the entry of such further orders as the Division may deem necessary.

-3-
Case No. 6329
Order No. R-5822

DONE at Santa Fe, New Mexico, on the day and year herein-
above designated.

STATE OF NEW MEXICO
OIL CONSERVATION DIVISION



JOE D. RAMEY,
Director

S E A L

dr/

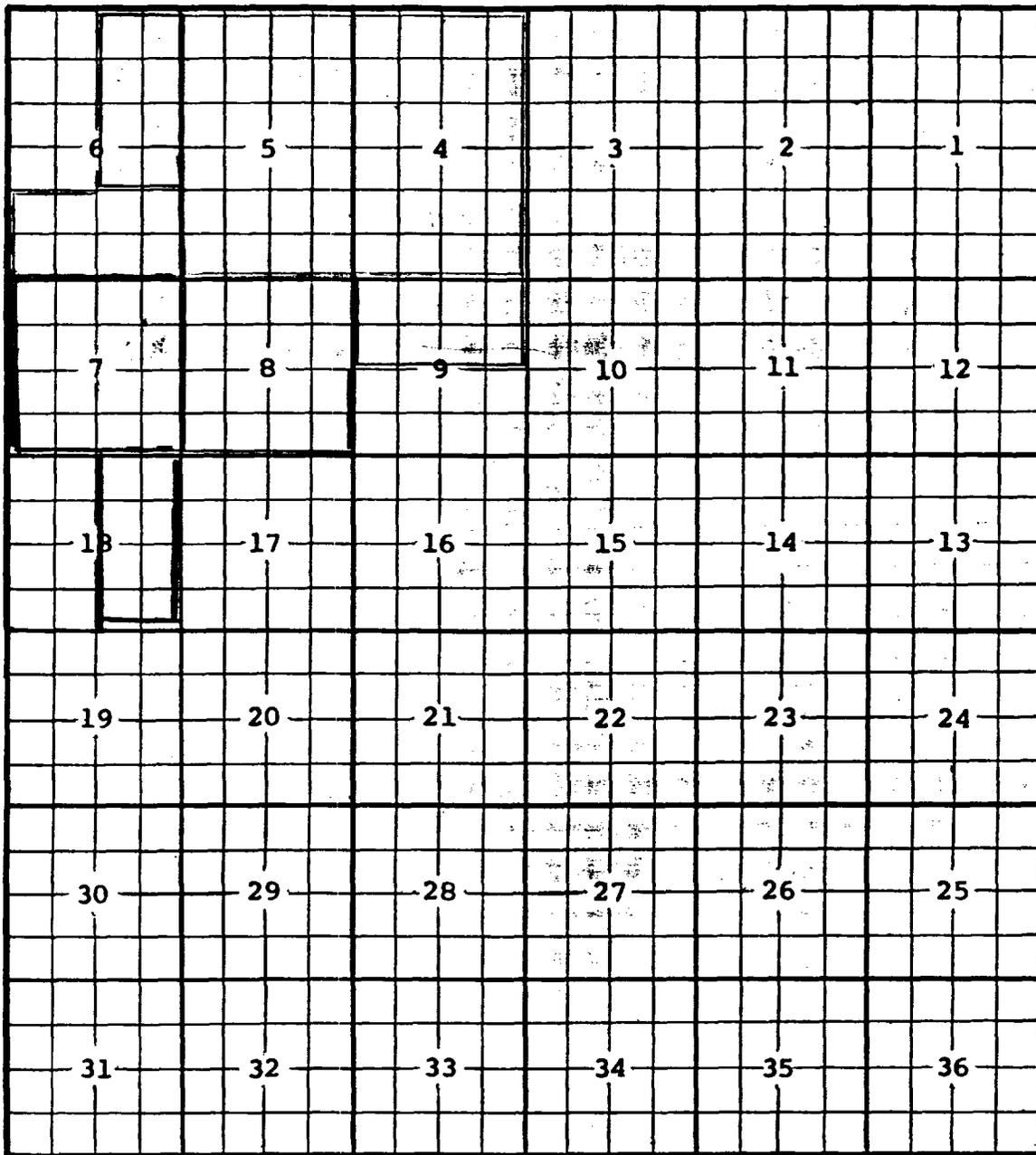
COUNTY Eddy

POOL Cemetery - Morrow Gas

TOWNSHIP 21 South

RANGE 24 East

NMPM



Ext: All Secs 4 & 5 (R-5162, 3-1-76)

Ext: Lots 1, 2, 7, 8, 9, 10, 15 & 16 Sec 6 (R-5417, 4-1-77)

Ext: 5/2 Sec 6 (R-5667, 4-1-78) Ext: 1/2 Sec 9 (R-5891, 1-1-79)

Ext: All Sec 8 (R-5885, 12-31-78) Ext: All Sec 7 (R-10962, 2-23-98)

Ext: 1/2 Sec. 18 (R-11067, 10-20-98)

124836854

New Mexico Oil Conservation Division---Engineering Bureau
Administrative Application Process Documentation

Date Application Received: 8-30-2001

Date of Preliminary Review: 9-13-2001
(Note: Must be within 10-days of received date)

Results: Application Complete Application Incomplete

Date Incomplete Letter Sent: NR

Deadline to Submit Requested Information: NR

Phone Call Date: NR
(Note: Only applies if requested data is not submitted within the 7-day deadline)

Phone Log Completed? Yes No

Date Application Processed: 9-13-2001

Date Application Returned: _____
(Note: Only as a last resort & only after repeated attempts by the Division to obtain the necessary information to process the application)