

Lase Number  $\langle X' \rangle \leq$ Application Transcripts. Small Exhibits 

February 2, 1970

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Pan American Petroleum Corporation P. O. Dex 1410 Fort Worth, Texas 76101

> Re: Sast Buffelo Valley Dait TENNINATION Chaves County, New Mexico

ATTENTION: Mr. Jack D. Anderson

Gentlemen :

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Your request received February 2, 1970, to terminate the East Buffale Valley Unit pursuant to Section 20 of the Unit Agreement for the Development and <u>Operation</u> of the Hei/t buffale Valley Unit, is hereby approved, subject to like suprovel by the United States Geological Survey and the Oil Conservation Couniesien.

Inclosed is one approved copy of the termination.

Very truly yours,

Ted Bilberry, Director Oil and Gas Department

TD/ML/S encl. CC: USGS-Noswell, New Mexico OCC- Santa Fe, New Mexico

## PAN AMERICAN PETROLEUM CORPORATION

FORT WORTH, TEXAS-70101 23 January 9, 1969

Re: AFE 42,958 East Buffal

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East Buffalo Valley Unit Chaves County, New Mexico Your Reference: Order No. R-3481 Case No. 3825

State of New Mexico Oil Conservation Commission P. O. Box 2088 Santa Fe, New Mexico 87501

Gentlemen:

FURM 502 8-63

Pertaining to your letter of January 7, 1969, requesting compliance with Paragraph 3 of the above referred to Order, we wish to advise that by letter dated November 22, 1968, the requested instruments were forwarded to your office; but in the event that they were lost, we enclose herewith xerox copy of the East Buffalo Valley Unit Agreement including Ratifications by the working interest owners and overriding royalty owners.

Yours very truly,

PAN AMERICAN PETROLEUM CORFORATION ck D. Anderson

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Enclosures

# UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE EAST SUFFAID VALLEY UNIT AREA COUNTY OF CHAVES, STATE OF NEW MEXICO

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Exhibit "A" (Map)

Exhibit "B" (Description of interests subject to agreement)

### UNIT AGREEMENT

#### FOR THE DEVELOPMENT AND OPERATION

#### OF THE

#### EAST BUFFALO VALLEY UNIT AREA

#### COUNTY OF CHAVES

STATE OF NEW MEXICO

No.

THIS AGREENINF, entered into as of the 1st day of July , 1968, by and between the parties subscribing, ratifying, or consenting hereto, and herein referred to as the "rarties hereto",

#### WITNESSETH:

WHEREAS, the parties hereto are the owners of working, royalty, or other oil and gas interests in the unit area subject to this agreement; and -14 WHEREAS, the term "Working Interest" as used herein shall mean the interest held in unitized substances or in lands containing unitized sub-stances by virtue of a lease, operating agreement, fee title, or otherwise, which is chargeable with and obligated to pay or bear all or a portion of the cost of drilling, developing, producing, and operating the land under the unit or cooperative agreement. The right delegated to Unit Operator as such by this agreement is not to be regarded as a working interest; and WHEREAS, the Mine 1 Lessing Act of February 25, 1920, 41 Stat. 437, as emended, 30 U.S.C., Secs. 181 et seq., authorizes Rederal lessees and their representatives to unite with each other, or jointly or separately with others, in collectively adopting and operating a cooperative or unit plan of development or operation of any oil or gas pool, field, or like area, or any part thereof for the purpose of more properly conserving the natural resources thereof whenever determined and certified by the Secretary of the Interior to be necessary or advisable in the public interest; and WHEREAS, the Commissioner of Public Lands of the State of New Mexico

is authorized by an Act of the Legislature (Sec. 1, Chap. 162, Laws of 1951, and Secs. 1 and 2, Chap. 176, Laws of 1961, Sec Chap. 7, Article 11, Secs. 39, 40 and 41 New Mexico Statutes 1953, Annotated) to consent to or approve this agreement on behalf of the State of New Mexico, insofar as it covers and includes lands and mineral interests of the State of New Mexico; and

WHEREAS, the Oil Conservation Commission of the State of New Mexico is authorized by Act of Legislature (CFap. 168, Laws 1949) to approve this agreement and the conservation provisions hereof; and

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

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

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

1. ENABLING ACT AND REGULATIONS. The Mineral Leasing Act of February 25, 1920, as amended, supra, and all valid pertinent regulations, including opera-ting and unit plan regulations, heretofore issued thereunder or valid, perti-nent, and reasonable regulations hereafter issued thereunder are accepted and made a part of this agreement as to Federal lands, provided such regulations are not inconsistent with the terms of this agreement; and as to non-Federal lands, the cil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations, not inconsistent with the terms hereof or the laws of the State in which the non-Federal land is located, are hereby accepted and made a part of this egreement. 

2. UNIT AREA. The area specified on he map attached hereto mark d Ex 25
 hibit A is hereby designated and recognized as constituting the unit area, con 26
 taining 15,350.23 acres, more or less.
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Exhibit A shows, in sidition to the boundary of the unit area, the boundaries and identity of tracts and leases in said area to the extent known to 29 the Unit Operator. Exhibit B attached hereto is a schedule showing to the 30 extent known to the Unit Operator the acreage, percentage, and kind of owner-31 ship of oil and gas interests in all land in the unit area. However, nothing 32 herein or in said schedule or map shall be construed as a representation by 33 any party hereto as to the ownership of any interest other than such interest 

or interests as are shown in said map or schedule as owned by such party. Et-hibits A and B shall be revised by the Unit Operator whenever changes in the unit area render such revision necessary, or when requested by the Oil and Gas Supervisor, hereinefter referred to as "Supervisor" and not less then six copies of the revised exhibits shall be filed with the Supervisor, and two 6. copies each with the Commissioner of Public Lands of the State of New Mexico, hereinafter referred to as the "Commissioner", and the Oil Conservation Commis-sion, hereinafter referred to as "Commission".

The above-described unit area shall when practisable be expended to in-clude therein any additional trast or trasts regarded as reasonably necessary or aivisable for the purposes of this agreement, or shall be contracted to ex-clude lands not within any participating area whenever such expansion or con-traction is necessary or advisable to conform with the purposes of this agree-ment. Such expansion or contraction shall be effected in the following memor: (a) Unit Operator, on its own motion or on demand of the Director of the Geological Survey, hereinafter referred to as "Director", or on denand of the

Commissioner after preliminary consurrance by the Director, shall prepare a 1.5 notice of proposed expansion or contraction describing the contemplated changes in the boundaries of the unit area, the reasons therefor, and the proposal ef-fective date thereof, prefarably the first day of a month subsequent to the date of notice.

(b) Said notice shall be delivered to the Supervisor and the Commissioner end copies thereof mailed to the lest known address of each working interest owner, lesses, and lessor whose interests are affected, advising that 30 days will be allowed for submission to the Unit Operator of any objections.

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

(d) After due consideration of all pertinent information, the expansion or contraction shall, upon approval by the Director and the Commissioner, be-3ŕi come effective as of the date prescribed in the notice thereof.

(e) All legal subdivisions of unitized lands (i.e., 40 acres by Govern-ment survey or its nearest lot or tract equivalent in instances of irregular surveys, however, unusually large lots or tracts shall be considered in mul-tiples of 40 acres, or the nearest aliquot equivalent thereof, for the purpose h of elimination under this subsection), no parts of which are entitled to be in a participating area within 5 years commencing the first day of the month follow- 6 ing the effective date of the first initial participating area established under this unit agreement, shall be eliminated automatically from this agree-ment, effective as of the first day thereafter, and such lands shall no longer be a part of the unit area and shall no longer be subject to this agreement. unless at the expiration of said 5-year period diligent drilling operations a. in progress on unitized lands not entitled to participation, in which event all such lands shall remain subject hereto for so long as such drilling opera-tions are continued diligently, with not more than 90 days' time elapsing be-tween the completion of one such well and the commencement of the next such well, except that the time allowed between such wells shall not expire earlier than 30 days after the expiration of any period of time during which drilling operations are prevented by a matter beyond the reasonable control of unit operator as set forth in the section hereof entitled "Unavoidable Delay"; pro-vided that all legal subdivisions of lands not in a participating area and not entitled to become participating under the applicable provisions of this agree-ment within 10 years after said first day of the month following the effective date of said first initial participating area shall be eliminated as above speci- 23 fied. Determination of creditable "Unavoidable Delay" time shall be made by unit 24 operator and subject to approval of the Director and the Commissioner. Elimina-tion taking place after the completion of a well that has deferred elimination shall be effective on the first day after the time allowed to commence the next well. The unit operator shall, within 90 days after the effective date of any elimination hereunder, describe the area so eliminated to the satisfaction of the Director and the Commissioner and promptly notify all parties in interest. If conditions warrant extension of the 10-year period specified in this subsection 2(e), a single extension of not to exceed 2 years may be accomplished by consent of the owners of 90% of the current unitized working interest and 60% of the current unitized asic royalty interests (exclusive of the basic 

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royalty interests of the United States), on a total-nonparticipating-acreage basis, respectively, with approval of the Director and the Commissioner, provided such extension application is submitted to the Director and the Commissioner not later than 60 days prior to the expiration of said 10-year period. Any expansion of the unit area pursuant to this section which embraces 1

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lands theretofore eliminated pursuant to this subsection 2(e) shall not be conside. d automatic commitment or recommitment of such lands.

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3. UNITIZED IAND AND UNITIZED SUBSTANCES. All land committed to this agreement shall constitute land referred to here in as "unitized land" or "land subject to this agreement". All oil and gas in any and all formations of the unitized land are unitized under the terms of this agreement and here in are called "unitized substances".

4. UNIT OPERATOR. Pan American Petroleum Corporation is hereby designated 13 as Unit Operator and by signature hereto as Unit Operator agrees and consents to 14 accept the duties and obligations of Unit Operator for the discovery, development, 15 and production of unitized substances as herein provided. Whenever reference is 16 made herein to the Unit Operator, such reference means the Unit Operator acting in 17 that capacity and not as an owner of interest in unitized substances, and the term 18 "working interest owner" when used herein shall include or refer to Unit Operator 19 as the owner of a working interest when such an interest is owned by it. 20

5. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the 21 right to resign at any time prior to the establishment of a participating area 22 or areas hereunder, but such resignation shall not become effective so as to re-23 lease Unit Operator from the duties and obligations of Unit Operator and ter-24 25 minate Unit Operator's rights as such for a period of 6 months after notice of 26 intention to resign has been served by Unit Operator on all working interest 27 owners, the Director and the Commissioner, and until all wells then drilled 28 hereunder are placed in a satisfactory condition for suspension or abandonment, 29 whichever is required by the Supervisor, unless a new Unit Operator shall have 30 been selected and approved and shall have taken over and assumed the duties 31 and obligations of Unit Operator prior to the expiration of said period.

32 Unit Operator shall have the right to resign in like manner and subject to 32 33 like limitations as above provided at any time a participating area established 33 34 hereunder is in existence, but, in all instances of resignation or removal, un-35 til a successor unit operator is selected and approved as hereinafter provided, 35 36 the working interest owners shall be jointly responsible for performance of the 36 duties of unit operator, and shall not later than 30 days before such resignation or removal becomes effective appoint a common agent to represent them in any action to be taken hereunder. 3

The resignation of Unit Operator shall not release Unit Operator from eny 4 liability for any default by it herounder occurring prior to the effective date 5 of its resignation.

The Unit Operator may, upon default or failure in the performance of its 7 duties or obligations hereunder, be subject to removal by the same percentage 8 vote of the owners of working interests determined in like manner as herein pro-9 vided for the selection of a new Unit Operator. Such removal shall be effective 10 upon notice thereof to the Director and the Commissioner. 11

The resignation or removal of Unit Operator under this agreement shall not terminate its right, title, or interest as the owner of a working interest or other interest in unitized substances, but upon the resignation or removal of Unit Operator becoming effective, such Unit Operator shall deliver presession of 15 all equipment, materials, and appurtenances used in conducting the unit operations and owned by the working interest owners to the new duly qualified succes- 17 sor Unit Operator or to the owners thereof if no such new Unit Operator is elected, to be used for the purpose of conducting unit operations hereunder. Nothing herein shall be construed as authorizing removal of any material, equip- 20 ment and appurtenances needed for the preservation of any wells.

6. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall tender his or its resignation as Unit Operator or shall be removed as hereinabeve pro-vided, or a change of Unit Operator is negotiated by working interest owners, the owners of the working interests in the participating area or areas accord-ing to their respective acreage interests in such participating area or areas, or, until a participating area shall have been established, the owners of the working interests according to their respective acreage interests in all uni-tized land, shall by majority vote select a successor Unit Operator: Providel, 30. that, if a majority but less then 75 per cent of the working interests quali-fied to vote are owned by one party to this agreement, a concurring vote of one or more additional working interest owners shall be required to select a new operator. Such selection shall not become effective until

(a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and

(b) the selection shall have been filed with the Supervisor and approved by 1 the Commissioner. If no successor Unit Operator is selected and gualified as herein provided, the Director at his election may declare this unit agreement terminated.

7. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT. If the Unit Opera tor is not the sole owner of working interests, costs and expenses incurred by Unit Operator in conducting unit operations hereunder shall be paid and appor-tioned among and borne by the owners of working interests, all in accordance with the agreement or agreements entered into by and between the Unit Operator and the owners of working interests, whether one or more, separately or collec-11ii tively. Any agreement or agreements entered into between the working interest owners and the Unit Operator as provided in this section, whether one or more, are herein referred to as the "unit operating agreement". Such unit operating agreement shall also provide the manner in which the working interest owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases, or other independent contracts, and such other rights and obligations as between Unit Operator and the working interest owners as may be agreed upon by Unit Operator and the working interest owners; however, no such unit operating agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve the Unit Operator of any right or obligation established under this unit agreement, and in case of any in-consistency or conflict between the unit agreement and the unit operating agree-ment, this unit agreement shall prevail. Three true copies of any unit operat-ing agreement executed pursuant to this section should be filed with the Super-visor and two true copies with the Commissioner, prior to approval of this unit agreement.

8. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR. Except as otherwise speci-fically provided herein, the exclusive right, privilege, and duty of exercis-ing any and all rights of the parties hereto which are necessary or conven-ient for prospecting for, producing, storing, allocating, and istributing the unitized substances are hereby delegated to and shall be exercised by the Unit Operator as herein provided. Acceptable evidence of title to said rights shall be deposited with said Unit Operator and, together with this agreement, shall constitute and define the rights, ... ivileges, and obligations of Unit Operator

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

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б 9. DRILLING TO DISCOVERY. Nithin 6 months after the effective date hereof, the Unit Operator shall begin to drill an adequate test well at a location approved by the Supervisor if such location is upon lands of the United States, and if upon State or patented lands, such location shall be approved by the Convission and the Commissioner, unless on such effective date a well is being drilled conformably with the terms hereof, and thereafter continue such drill-ing diligently until the Mississippien formation is encountered or until at a lesser depth unitized substances shall be discovered which can be produced in paying quantities (to-wit: quantities sufficient to repay the costs of drill-ing, and producing operations, with a reasonable profit) or the Unit Operator shall at any time establish to the satisfaction of the Supervisor as to wells on Federal lands, or to the Commission and the Commissioner as to wells on State or ratented lands, that further drilling of said well would be unuarrant-ed or impracticable, provided, however, that Unit Operator shall not in any -19 event be required to drill said well to a depth in excess of 9,500 feet. Un-til the discovery of a deposit of unitized substances capable of being produced in paying quantities, the Unit Operator shall continue drilling diligently one well at a time, allowing not more than 6 months between the completion of one well and the beginning of the next well, at locations approved by the Supervisor if such locations are on lands of the United States, and if upon State or patented lands at locations approved by the Commission and the Commissioner, -27 until a well carable of producing unitized substances in paying quantities is completed to the satisfaction of said Supervisor and Commissioner or until it is reasonably proved that the unitized land is incarable of producing uni-tized substances in paying quantities in the formations drilled hereunder. Nothing in this section shall be deemed to limit the right of the Unit Opera-tor to resign as provided in Section 5 hereof, or as requiring Unit Operator to commence or continue any drilling during the period pending such resignation becoming effective in order to comply with the requirements of this section. The Director and the Commissioner may modify the drilling requirements of this 

section by granting reasonable extensions of time when, in their opinion, such action is warranted.

Upon feilure to comply with the drilling provisions of this section, the Director and the Commissioner may, after reasonable notice to the Unit Operator, 4 and each working interest owner, lessee, and lessor at their last known addres-ses, declare this Unit Agreement terminated.

10. PLAN OF FURTHER DEVELOPMENT AND OPERATION. Within 6 ronths after completion of a well capable of producing unitized substances in paying quantities, the Unit Operator shall submit for the approval of the Supervisor, the Commis-sioner and the Commission an acceptable plan of development and operation for the unitized land which, when approved by the Supervisor, the Comissioner and the Commission, shall constitute the further drilling and operating coligations of the Unit Operator under this agreement for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for the approval of the Supervisor, the Comissioner and the Commission a plan for an additional specified period for the development 16 end operation of the unitized land. 

Any plan submitted pursuant to this section shall provide for the explore-tion of the unitized area and for the diligent drilling necessary for deter-mination of the area or areas thereof capable of producing withind substances in paying quantities in each and every productive formation and shall be as com-plete and adequate as the Supervisor, the Commissioner and the Camission may determine to be necessary for timely development and proper conservation of the oil and gas resources of the unitized area end shall 

(a) specify the number and locations of any wells to be drilled and the proposed order and time for such drilling; and

(b) to the extent practicable specify the operating practices regarded as necessary and advisable for proper conservation of natural resources. Separate plans may be submitted for separate productive zones, subject to the epproval of the Supervisor, the Commissioner and the Commission. 

Plans shall be modified or supplemented when necessary to meet changed conditions or to protect the interests of all parties to this agreement. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of development. The Supervisor and the Commissioner are 

authorized to grant a reasonable extension of the 6-month period herein pre-scribed for submission of an initial plan of development where such action is justified because of unusual conditions or circumstances. After completion hereunder of a well capable of producing any unitized substance in paying quan-tities; no further wells, except such as may be necessary to afford protection against operations not under this agreement or such as may be specifically ap-proved by the Supervisor and the Commissioner, shall be drilled except in ac-cordance with a plan of development approved as herein provided.

11. PARTICIPATION AFTER DISCOVERY. Upon completion of a well capable of producing unitized substances in paying quantities or as soon thereafter as required by the Supervisor and the Commissioner, the Unit Operator shall submit for approval by the Director, the Commissioner and the Commission, a schedule based on subdivisions of the public-land survey or aliquot parts thereof, of all unitized land then regarded as reasonably proved to be productive of uni-tized substances in paying quantities; all lands in said schedule on approval of the Director, the Commissioner and the Commission to constitute a partici-pating area, effective as of the date of completion of such well or the effec-tive date of the unit agreement, whichever is later. The acreages of both Federal and non-Federal lands shall be based upon appropriate computations from the courses and distances shown on the last approved public-land survey as of the effective date of the initial participating area. Said schedule also shall set forth the percentage of unitized substances to be allocated as herein pro-vided to each unitized tract in the participating area so established, and shall govern the allocation of production from and after the date the parti-cipating area becomes effective. A separate participating area shall be es-tablished in like manner for each separate pool or deposit of unitized sub-stances or for any group thereof produced as a single pool or zone, and any two or more participating areas so established may be combined into one with the consent of the owners of all working interests in the lands within the participating areas so to be combined, on approval of the Director, the Com-missioner and the Commission. The participating area or areas so established shall be revised from time to time, subject to like approval, whenever such action appears proper as a result of further drilling operations or otherwise to include additional land then regarded as reasonably proved to be produc-tive in paying quantities, or to exclude land then regarded as reasonably

proved not to be productive in paying quantities and the percentage of allcastion shell elso be revised accordingly. The effective date of any revision shall be the first of the month in which is obtained the knowledge or informe. tion on which such revision is predicated, provided, however, that a more appropriate effective date may be used if justified by the Unit Operator and approved by the Director and the Commission. No land shall be excluded from a participating area on account of depletion of the unitized substances.

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

In the absence of agreement at any time between the Unit Operator and the Director, the Commissioner and the Commission as to the proper definition or re-1.7 definition of a participating area, or until a participating area has, or areas have, been established as provided herein, the portion of all payments affected thereby may be impounded in a manner nutually acceptable to the owners of work-ing interests, except royalties due the United States and the State of New Mexico, which shall be determined by the Supervisor and the Commissioner, re-spectively, and the amount thereof deposited, as directed by the Supervisor and the Commissioner, respectively, to be held as unearned money until a partici-pating area is finally approved and then applied as earned or returned in ac-cordance with a determination of the sum due as Federal and State royalty on the basis of such approved participating area.

Whenever it is determined, subject to the approval of the Supervisor, as to the wells on Federal lands, the Commissioner as to wells on State lands, and the Commission as to wells on petented lands, that a well drilled under this agreement is not capable of production in paying quantities and inclusion of the land on which it is situated in a participating area is unwarranted, production from such well shall, for the purposes of settlement among all parties other than working interest owners, be allocated to the land on which the well is located so long as such land is not within a participating area established for the pool or deposit from which such production is obtained.

Settlement for working interest benefits from such a well shall be made as provided in the unit operating egreement.

12. ALLCCATION OF PRODUCTION. All unitized substances produced from each participating area established under this agreement, except any part thereof used in conformity with good operating practices within the unitized area for drilling, operating, camp and other production or development purposes, for re-pressuring or recycling in accordance with a plan of development approved by the Supervisor, the Commissioner and the Commission, or unavoidably lost, shall. be deemed to be produced equally on an acreage basis from the several tracts of unitized land of the participating area established for such production and, for 10 the purpose of determining any benefits accruing under this agreement, each such 11 tract of unitized land shall have allocated to it such percentage of said produc- 12 tion as the number of acres of such tract included in said participating area bears to the total acres of unitized land in said participating area, except that 14 allocation of production hereunder for purposes other than for settlement of the 15 royalty, overriding royalty, or payment out of production obligations of the re- 16 spective working interest owners, shall be on the basis prescribed in the unit operating agreement whether in conformity with the basis of allocation herein set forth or otherwise. It is hereby agreed that projection of unitized sub-stances from a participating area shall be allocated as provided herein regard-less of whether any wells are drilled on any particular part or tract of said participating area. If any gas produced from one perticipating area is used for repressuring or recycling purposes in another participating area, the first 2. gas withdrawn from such last-mentioned participating area for sale during the life of this agreement shall be considered to be the gas so transferred until an emount equal to that transferred shall be so produced for sale and such gas shall be allocated to the participating area from which initially produced as ,28 constituted at the time of such final production.

13. DEVELOPMENT OR OPERATION OF NON-PARTICIPATING LAND OR FORMATIONS. Any party hereto orming or controlling the working interest in any unitized land having thereon a regular well location may with the approval of the Supervisor, the Commissioner or the Commission, at such party's sole risk, costs, and expense, drill a yell to test any formation for which a partici-pating area has not been established or to test any formation for which a

participating area has been established if such location is not within said participating area, unless within 90 days of receipt of notice from said party of his intention to drill the well the Unit Operator elects and commences to drill such a well in like manner as other wells are drilled by the Unit Operator under this agreement.

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

If any well drilled as aforesaid by a working interest over obtains 200-duction in quantities insufficient to justify the inclusion in a participating 讣 area of the land upon which such well is situatel, such well may be operated and produced by the party drilling the same subject to the conservation re-quirements of this agreement. The royalties in amount or value of projuction from any such well shall be paid as specified in the unterlying lease and agree- 1? ments affected.

14. ROYAUTY SETTLEMENT. The United States and the State of New Mexico and - 29 all royalty owners who, under existing contract, are entitled to take in kind a share of the substances now unitized hereaster produced from any tract, shall hereefter be entitled to the right to take in kind their share of the unitized substances allocated to such tract, and Unit Operator, or in case of the opera-tion of a well by a working interest other as herein in special cases providei for, such working interest owner, shall make deliveries of such royalty share taken in kind in conformity with the applicable contracts, laws, and regula-tions. Settlement for royalty interest not taken in kind shall be made by working interest owners responsible therefor under existing contracts, laws and regulations on or before the last day of each month for unitized sub-stances produced during the preceding calendar month; provided, however, that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any royalties due under their leases. 

If gas obtained from lands not subject to this agreement is introduced

into any participating area hereunder, for use in repressuring, stimulation of production, or increasing ultimate recovery, which shall be in conformity with 2 a plan first approved by the Supervisor and the Commissioner, a like amount of gas, after settlement as herein provided for any gas transferred from any ot-her participating area and with due allowance for loss or depletion from any cause, may be withdrawn from the formation into which the gas was introluced, royalty free as to dry gas, but not as to the products extracted therefron; pro-7 vided that such withdrawal shall be at such time as may be provided in the plan 8 of operations or as may otherwise be consented to by the Supervisor, the Com-missioner and the Commission as conforming to good petroleum engineering prac-tice; and provided further, that such right of withiraval shall terminate on the termination of this unit agreement.

Royalty due the United States shall be computed as provided in the opera- 13 ting regulations and pail in value or delivered in kird as to all unitized sub- 14 stances on the basis of the amounts thereof allocated to unitized Federal land 15 as provided herein at the rates specified in the respective Federal leases, or at such lover rate or rates as may be authorized by law or regulation; pro-vided, that for leases on which the royalty rate depends on the daily average production per well, said average production shall be determined in accordance with the operating regulations ar though each participating area were e single consolidated lease.

15. RENTAL SETTLEMENT. Rental or minimum royalties due on leases con-mitted hereto shall be paid by working interest owners responsible therefor under existing contracts, laws, and regulations, provided that nothing herein Ž5 contained shall operate to relieve the lessees of any land from their respec-tive lease obligations for the payment of any rental or minimum royalty in lieu thereof due under their leases. Rental or minimum royalty for lards of the United States subject to this agreement shall be paid at the rate speci-fied in the respective leases from the United States unless such rental or minimum royalty is waived, suspended, or reduced by law or by approval of the Secretary or his duly authorized representative. Rentals on State of New Mexico lands subject to this agreement shall be paid at the rates specified in the respective leases, or may be reduced and suspended upon the order of the Commissioner of Public Lands of the State of New Mexico pursuant to ap-plicable laws and regulations.

With respect to any lease on non-Federal land containing provisions which 1 would terminate such lease unless drilling operations were within the time 2 the fein specified commenced upon the land covered thereby or rentals paid for 3 the privilege of deferring such drilling operations, the rentals required 4 thereby shall, notwithstanding any other provision of this agreement, be deemed 5 to accrue and become payable during the term thereof as extended by this agree-6 ment and until the required drilling operations are commenced upon the land 7 covered thereby or some portion of such land is included within a participating 8 area.

16. CONSERVATION. Operations hereunder and production of unitized substances shall be conducted to provide for the most economical and efficient 11 recovery of said substances without waste, as defined by or pursuant to State 12 or Federal law or regulation.

17. DRAINAGE. The Unit Operator shall take appropriate and adequate measures to prevent drainage of unitized substances from unitized land by wells on land not subject to this agreement, or, with prior consent of the Director or the Commissioner, pursuant to applicable regulations pay a fair and reason-able compensatory royalty as determined by the Supervisor or the Commissioner. 18. LEASES AND CONTRACTS CONFORMED AND EXTENDED. The terms, conditions, and provisions of all leases, subleases, and other contracts relating to us-ploration, drilling, development, or operation for oil or gas of lands com-mitted to this agreement are hereby expressly modified and amended to the ex-tent necessary to make the same conform to the provisions hereof, but other-wise to remain in full force and effect; and the parties hereto hereby con-sent that the Secretary and the Commissioner, respectively, shall and by their approval hereof, or by the approval hereof by their duly authorized represen-tatives, do hereby establish, alter, change, or revoke the drilling, pro-ducing, rental, minimum royalty, and royalty requirements of Federal and State leases committed hereto and the regulations in respect thereto to con-form said requirements to the provisions of this agreement, and, without limiting the generality of the foregoing, all leases, subleases, and con-tracts are particularly modified in accordence with the following: 

(a) The development and operation of lands subject to this agreement under the terms hereof shall be deemed full performance of all obligations

for development and operation with respect to each and every part or separately 1 owned tract subject to this agreement, regardless of whether there is any do- 2 velopment of any particular part or tract of the unit area, not ithstanding any-3 thing to the contrary in any lease, operating egreement or other contract by and between the parties hereto, or their respective predecessors in interest, or any of them.

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

(c) Suspension of drilling or producing operations on all unitized lands pursuant to direction or consent of the Secretary or his duly authorized re-presentative, and on all unitized lands of the State of New Mexico pursuant to the consent of the Commissioner, or his duly recognized representative, shall be deered to constitute such suspension pursuant to such direction or consent as to each and every tract of unitized land.

(d) Each lease, sublease or contract relating to the exploration, drill-ing, development or operation for oil or gas of lands other then those of the United States committed to this agreement, which, by its terms might copire prior to the termination of this agreement, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect 22 for and during the term of this agreement.

(e) Any Federal lease for a fixed term of twenty (20) years or any re-newal thereof or any part of such lease which is made subject to this agree-ment shall continue in force beyond the term provided therein until the ter-mination hereof. Any other Federal lease committed hereto shall continue in force beyond the term so provided therein or by law as to the land committed so long as such lease remains subject hereto, provided that production is had in paying quantities under this unit agreement prior to the expiration date of the term of such lease, or in the event actual drilling operations are commenced on unitized land, in accordance with the provisions of this agreement, prior to the end of the primary term of such lease and are being dili-gently prosecuted at that time, such lease shall be extended for two years and

so long thereafter as oil or gas is produced in paying quantities in accordance with the provisions of the Mineral Leasing Act Revision of 1960.

(f) Each sublease or contract relating to the operation and development Ŀ of unitized substances from lands of the United States committed to this egree-ment, which by its terms would expire prior to the time at which the unierlying lease, as extended by the immediately preceding paragraph, will expire, is here-by extended beyond any such term so provided therein so that it shall be con-tinued in full force and effect for and during the term of the underlying lease as such term is herein extended.

(g) The segregation of any Federal lease committed to this agreement is Shok-governed by the following provision in the fourth paragraph of Sec. 17(j) of the Mineral Leasing Act, as amended by the Act of September 2, 1950 (74 Stat. 781-784): "Any (Federal) lease heretofore or hereafter committed to any such 4 (unit) plan embracing lands that are in part within and in part cutside of the area covered by any such plan shall be segregated into separate leases as to the - 16 lands committed and the lands not committed as of the effective date of unitization: Provided, however, That any such lease as to the nonunitized portion shall 17 continue in force and effect for the term thereof but for not less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities."

(h) Any lease, other than a Federal lease, having only a portion of its lands committed hereto shall be segregated as to the portion committed and the portion not committed, and the provisions of such lease shall apply separately to such segregated portions commencing as of the effective date hereof. In the event any such lease provides for a lump-sum rental payment, such payment <sup>-</sup> 26 shall be prorated between the portions so segregated in proportion to the acre-age of the respective tracts.

19. COVENANTS RUN WITH LAND. The covenants herein shall be construed to be covenants running with the land with respect to the interest of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of interest in land or leases subject here-to shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in in-terest. No assignment or transfer of any working interest, royalty, or other

interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, photostatic, or certified copy of the instrument of transfer.

20. EFFECTIVE DATE AND TERM. This agreement shall become effective upon approval by the Secretary and the Commissioner or their duly authorized representatives and shall terminate five (5) years from said effective date unless

(a) such date of expiration is extended by the Director and the Commissioner, or

(b) it is reasonably determined prior to the expiration of the fixed term or any extension thereof that the unitized land is insafable of pro-duction of unitized substances in paying quantitles in the formations tested hereunder and after notice of intention to terminate the agreement on such ground is given by the Unit Operator to all parties in interest at their last known addresses, the agreement is terminated with the approval of the Director and the Commissioner, or

(c) a valuable discovery of unitized substances has been made or accepted on unitized land during said initial term or any extension thereof, in which event the agreement shall remain in effect for such term and so long as unitized substances can be produced in quantities sufficient to pay for the cost of producing same from wolls on mitizel land within any participating area established hereunder and, should production cease, so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as the unitized substances so discovered can be produced as aforesaid, or

(d) it is terminated as heretofore provided in this agreement. This agreement may be terminated at any time by not less than 75 per centur, on an acreage basis, of the owners of working interests signatory hereto, with the approval of the Director and the Commissioner; notice of any such approval to be given by the Unit Operator to all parties hereto.

21. RATE OF FRCSPECTING, DEVELOPMENT, AND PRODUCTION. The Director is hereby vested with authority to alter or modify from time to time in his dis-cretion the quantity and rate of production under this agreement when such quantity and rate is not fixed pursuant to Federal or State law or does not conform to any state-wide voluntary conservation or allocation program, which

is established, recognized, and generally adhered to by the majority of opera-tors in such State, such authority being hereby limited to alteration or modification in the public interest, the purpose thereof and public interest to h be served thereby to be stated in the order of alteration or modification. Without regard to the foregoing, the Director is also hereby vested with auth-ority to alter or modify from time to time in his discretion the rate of pros-pecting and development and the quantity and rate of production under this agreement when such alteration or modification is in the interest of attain-ing the conservation objectives stated in this agreement and is not in viola-tion of any applicable Federal or State law; provided, further, no such alter-ation or modification shall be effective as to any land of the State of New Mexico as to the rate of prospecting and development in the absence of the specific written approval thereof by the Commissioner and as to lands of the State of New Mexico or privately owned lands subject to this agreement as to the quantity and rate of production in the absence of specific written ap-proval thereof by the Commissioner.

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

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

23. NOTICES. All notices, demands or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given if ·30 given in writing and personally delivered to the party or sent by postpaid registered mail, addressed to such party or parties at their respective ad-dresses set forth in connection with the signaturas hereto or to the ratifi-cation or consent hereof or to such other address as any such party may have furnished in writing to party sending the notice, demand or statement.

24. NO WAIVER OF CERTAIN RIGHTS. Nothing in this agreement contained shall 1 be construed as a waiver by any party hereto of the right to assert any legal 2 or constitutional right or defense as to the validity or invalidity of any law 3 of the State wherein said unitized lands are located, or of the United States, 4 or regulations issued thereunder in any way affecting such party, or as a 5 waiver by any such party of any right beyond his or its authority to waive. 6

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

26. NONDISCRIMINATION. In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), which are hereby incorporated by reference in this agreement.

27. LOSS OF TITLE. In the event title to any tract of unitized land shall 21 fail and the true owner cannot be induced to join in this unit agreement, such tract shall be automatically regarded as not committed hereto and there shall be such readjustment of future costs and benefits as may be required on ac-count of the loss of such title. In the event of a dispute as to title as to any royalty, working interest, or other interests subject thereto, payment or deligy on account thereof may be withheld without liability for interest until the dispute is finally settled; provided, that, as to Federal and State land or leases, no payments of funds due the United States or the State of New Mexico should be withheld, but such funds shall be deposited as directed by the Supervisor and the Commissioner, respectively, to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement. 

<sup>34</sup> Unit Operator as such is relieved from any responsibility for any de35 fect or failure of any title hereunder.

28. NON-JOINDER AND SUESEQUENT JOINDER. If the owner of any substantial interest in a tract within the unit area fails or refuses to subscribe or con-sent to this agreement, the owner of the working interest in that tract may withdraw said tract from this egreement by written notice to the Director, the Commissioner and the Unit Operator prior to the approval of this agreement by б the Director and the Commissioner. Any oil or gas interests in lands within the wilt area not committed hereto prior to submission of this agreement for final approval may thereafter be committed herato by the owner or owners thereof subscribing or consenting to this agreement, and, if the interest is a work-ing interest, by the owner of such interest also subscribing to the unit operat- 10 ing agreement. After operations are commenced hereunder, the right of subse-quent joinder, as provided in this section, by a working interest owner is subject to such requirements or approvals, if any, pertaining to such joinder, as may be provided for in one unit operating egreement. After final approval лĿ hereof joinder by a monworking interest owner must be consented to in writing by the working interest owner committed hereto and responsible for the payment of any benefits that may accrue hereunder in behalf of such non-working interest.17 Joinder by any owner of a non-working interest, at any time, must be accompanied 18 by appropriate joinder by the owner of the corresponding working interest in order for the interest to be regarded as committed hereto. Joinder to the unit agreement by a working-interest owner, at any time, must be accompanied by ap-propriate joinder to the unit operating agreement, if more than one committed working-interest owner is involved, in order for the interest to be regarded as committed to this unit agreement. Except as may otherwise herein be pro-vided subsequent joinders to this agreement shall be effective as of the first day of the month following the filing with the Supervisor and the Commissioner of duly executed counterparts of all or any papers necessary to establish ef-fective commitment of any tract to this agreement unless objection to such joinder is duly made within 60 days by the Director or the Commissioner. 29. COUNTERPARTS. This agreement may be executed in any number of counterparts no one of which needs to be executed by all parties or may be ratified or consented to by separate instrument in writing specifically referring hereto and shall be binding upon all those parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all such parties had signed the same document and regardless of

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whether or not it is executed by all other parties owning of claiming an interest in the lands within the above-described unit area.

30. SURRENDER. Nothing in this agreement shall prohibit the exercise by 3 any working interest owner of the right to surrender vested in such party in 4 any lease, sub-lease, or operating agreement as to all or any part of the lands 5 covered thereby, provided that each party who will or might acquire such working interest by such surrender or by forfeiture as hereafter set forth, is 7 bound by the terms of this agreement. 8

If as a result of any such surrender, the working interest rights as to such lands become vested in any party other than the fee owner of the uni-tized substances, said party shall forfeit such rights and no further bane-fits from operation hereunder as to said land shall accrue to such party, unless within ninety (90) days thereafter said party shall execute this agree-ment and the unit operating agreement as to the working interest acquired through such surrender, effective as though such land had remained continuously subject to this egreement and the unit operating agreement. And in the event such agreements are not so executed, the party next in the chain of title shall be end become the owner of such working interest at the end of such ninety (90) day period, with the same force and effect as though such working interest had 2Û, been surrenderea to such party.

21 If as the result of any such surrender or forfeiture the working interest 22 rights as to such lands become vested in the fee owner of the unitized sub-23 stances, such owner may:

(1) Execute this agreement and the unit operating agreement as a working interest owner, effective as though such land had remained continuously subject to this agreement and the unit operating agreement.
(2) Again lease such lands but only under the condition that the holder of such lease shall within thirty (30) days after such lands are so leased execute this agreement and the unit operating agreement as to each participating area theretofore established hereunder, effective as though such land had remained continuously subject to this agreement and the unit operating agreement and the unit operating agreement and the unit operating agreement as the unit operating agreement and the unit operating agreement.

33 (3) Operate or provide for the operation of such land independently of
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34 this agreement as to any part thereof or any oil or gas deposits therein not
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then included within a participating area.

If the fee owner of the unitized substances does not execute this agreement end the unit operating agreement as a working interest owner or egain lease such lands as above provided with respect to each existing participating area, within six (6) months after any such surrender or forfeiture, such fee owner shall be deemed to have waived the right to execute the unit operating agreement or lease such lands as to each such participating area, and to have agreed, in consideration for the compensation hereinefter provided, that operations hereunder as to any such participating area or areas shall not be affected by such surrender.

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For any period the working interest in any lands are not expressly con-mitted to the unit operating agreement as the result of any such surrender or forfeiture, the benefits end obligations of operations accruing to such lands under this agreement and the unit operating agreement shall be shared by the remaining owners of unitized working interests in accordance with their respec-tive participating working interest ownerships in any such participating area or 16 areas, and such owners of working interests shall compensate the fee owner of unitized substances in such lands by paying sums equal to the rentals, minimum royalties, and royalties applicable to such lands under the lease in effect when the lands were unitized, as to such participating area or areas.

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

the Supervisor and the Commissioner may prescribe such reasonable and equitable 1 agreement as they deem warranted under the circumstances.

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

31. TAXES. The working interest owners shall render and pay for their account and the account of the royalty owners all valid taxes on or measured by the unitized substances in and under or that may be produced, gathered and sold from the land subject to this contract after the effective date of this agreement, or upon the proceeds or net proceeds derived therefrom. The work-ing interest owners on each tract shall and may charge the proper proportion of said taxes to the royalty owners having interests in said tract, and may currently retain and deduct sufficient of the unitized substances or deriva-tive products, or net proceeds thereof from the allocated share of each royal-ty owner to secure reimbursement for the taxes so paid. No such taxes shall be charged to the United States or to any lessor who has a contract with his lesses which requires the lessee to pay such taxes. 

32. CONFLICT OF SUPERVISION: Neither the Unit Operator nor the working interest owners nor any of them shall be subject to any forfeiture, termina-tion, or expiration of any rights hereunder or under any leases or contracts subject hereto, or to any penalty or liability for delay or failure in whole or in part to comply therewith to the extent that the said Unit Operator. working interest owners or any of them are hindered, delayed, or prevented from complying therewith by reason of failure of the Unit Operator to obtain with the exercise of due diligence the concurrence of the representatives of the United States and the representatives of the State of New Mexico in and about any matters or thing concerning which it is required herein that such concurrence be obtained. The parties hereto, including the Commission, agree that all powers and authority vested in the Commission in and by any provi-32. sions of this contract are vested in the Commission and shall be exercised by it pursuant to the provisions of the laws of the State of New Mexico and 

suffict in any case to appeal or judic ... review as key now or hereafter be 1 provided by the laws of the State of N- Mexico.

33. NO PARTNERSHIP. It is expressly agreed that the relation of the parties hereto is that of independent contractors and nothing in this agreement contained, expressed or implied, nor any operations conducted h reunder, shall create or be deemed to have created a partnership or association between the parties hereto or any of them.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and have set opposite their respective names the date of execution.

ATTEST:

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Ρ. 0 Pox 1410 Oil and Gas Building Fort Worth, Texas 76101

Attorney in Fact DATE: august 15, 1468

WORKING INTEREST OWNERS

UNIT OPERATOR

PAN AMERICAN PETROLEUM CORPORATION

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APPROYED

ATTEST:

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Secretary

President

Address:

	THE STATE OF TEXAS )	
	j j	
	COUNTY OF TARRANT )	
	The foregoing instrument was acknowle	deed before re this 15 day of
	on behalf of PAN ANERICAN PETROLEUM CORPOR	r. , as Attorney in Fact
Ĭ	on behalf of PAN ANERICAN PETROLEUM CORPOR	ATION.
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	My Commission expires:	Jelma B. Crif
		Notary Public in and for
	June 1, 1969	Tarrant County, Texas VELMA B. CRAFT
		Count D. UNAIT
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	THE STATE OF }	
	COUNTY OF	
	The foregoing instrument was acknowle	dged before me this day of
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	President of	, a
	corporation, on behalf of said corporation	•• • • • • • • • • • • • • • • • • • •
	My Commission expires:	Notary Public in and for
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	President of corporation, on behalf of said corporation	, 8
	terference, the terms of burn corporation	
	My Commission expires:	Notary Public in and for
		County

	Exhibit "B"	- East Buffalo	Valley Unit Area,	, Chaves County, New Mexico		July 1, 1968
Tract Description of No. Land	Number of Acres	Serial No. & Expiration Date of Lease	-Basic Royalty & Ownership Percentage	Record	Overriding Royalty and Percentage	
Federal Acreage						
1 <u>T-14-S, R-28-E</u> Sec. 25: <u>NW/4</u> NW/4 Sec. 26: SE/4	1395.20	NM-87 7-31-76	USA - All (12.5%)	Charles B. Read and Norman L. Stevens, Jr.	K. J. Feil and wife, Mærie A. Feil - 27	
<u>T-14-S, K-29-E</u> Sec. 7: Lots 1, 2, 3, 4,			• - 2 • - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4			J 1004
E/2 W/2 Lots 1, 2, 3,					: : : :	
. 30: Lots 1, 2, 3, E/2 W/2			•	· · · · · · · · · · · · · · · · · · ·		ne de la companya de
Sec. 31: Lots 1, 2, 3, 4, E/2 W/2	an Development of States - 16 of the states of the states of the states	and the second secon	grade αβίατασμαζι, "Anno ο Anno 1, "Anno 4 and an base anno – and film o	یک روید از میلی میلی کرد. این میلی اور این میلی اور این میلی میلی اور این میلی اور این میلی اور این این این می این این این این این این این این این این		
-2 Sec. 8: NE/4 SE/2, NE/4 Sw/4 Sec. 18: SE/4 NE/4	120.00	92 - TE 2 88-MN	USA - All (12.5%)	Pan American Petro- leum Corporation	Marcia P. Lane - 57	Pan American Petro- leum Corporation - 100%
3 <u>T-14-S, R-28-E</u> Sec. 1: Lots 1-2, 3, 4, S/2 N/L-5 S/2 (All) Sec. 11: N/2, N/2 S/2, S/2 SW/4	1200.40	NM-2581 6-30 77	USA - All (12.5%)	Pan American Petro- leum Corporation	Harry F. Schram and Wife, Jocelyn M. Schram - 10% of 5%; Ernest A. Hansen and	Pan American Fetro leum Corporation - 1007
4 <u>T-14-S, R-29-E</u> Sec. 20: W/2 SW/4	80 00	NN - 9296	I		nsen - 90%	I
Sec. 20: W/2 SW/4	80.00	NM-2826 7-31-77	USA - All (12.5%)	Pan American Petro- leum Corporation	C. E. Strange and wife, Sherrie R. Strange - 37	Pan American Petro leum Corporation - 100%
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Tract Description of No. Land	Number of Acres	Serial Mo. & Expiration Date of Lease	Basic Royalty & Ownership Percentage	Lussee of Record	Overriding Koyalty and Percentage	Working Interest and Percentage
5 <u>T-14-S, R-29-</u> Sec. 19: <u>SE/4</u> Sec. 20: <u>SE/4</u> Sec. 30: <u>E/2</u> Sec. 31: <u>E/2</u>	960.00	NM-28:7 7-31-77	USA - All (12.5%)	Pan American Petroleum Corporation	Henry J. Folse and wife, Helen C. Folse - \$750.00 per acre production payment out of 5%	Pan American Petroleum Corporation - 100%
6 <u>T-14-S, R-28-E</u> Sec. 14: NE/4 NW/4	40.00	NM-0.2.759 11-30-68 (3)	USA - All (12.5%)	Ernest A. Hanson	None	Trnest A. Hanson ~ 1007
7 Sec. 14: SW/4, S/2 NW/4, NW/4 NW/4 NW/4	230.00	NM-024759-A 11-30-68 (3)	USA - All (12.5%)	Ernest A. Hansen	None	Ernest A. Hansen - 100%
8 <u>T-14-S, R-29-E</u> Sec. 6: Lots 1, 2, 3, 4, 6, 7, SE/4 NW/4, NE/4, E/2 SW/4, (All)	5, S/2 SE/4	NM-078077 5-31-0 (2)	USA - All (12.5%)	Frank D. Brown, Jr., H. Barksdale Brown, John B. Rich and Mercantile Safe Deposit and Trust Co., Trustees, Larry Seaman, John B. Rich, Neville G. Penrose, and J. M. Zachary.	Katherine S. Foster and husband, Richard R. Foster, Brook H. Duncan II and wife, Katherine F. Duncan - \$350.00 per acre production payment out of 1/32 of 8/8	Frank D. Brown, Jr., H. Barksdale Brown, John B. Rich & Mercantile Safe Deposit and Trust Co., Trustees - 87.343757, Larry Seaman - 6.257, John B. Rich156257, Neville G. Penrose - 6.0957, J. M. Zachary - .1557
9 Sec. 29: E/2	320.00	NM-098374 6-30-70 (2)	USA - All (12.5%)	Pan American Petroleum Corporation	Raymond Chorney and wife, Joan Chorney, Joyce Wolf and hus- band, Erving Wolf - 5%	Pan American Petroleum Corporation - 1007
10 <u>T-14-S, R-28-E</u> Sec. 25: <u>SE/4</u> , E/2 SW/4, SW/4 SW/4	280.00	NM-0207609 2-29-72	USA - All (12.5%)	Corrine B. Grace	None	Corrine B. Grace - 100%
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Exhibit "B" - East 3uffalo Valley Unit Area, Chuves County, New Mexico

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Page 2

Iract	Description of Land	Number of Acres	Serial No. & Expiration Date of Lease	Dasic Royalty & Ownership Percentage	v ∽essee Record	Overriding Royalty and Percentage	Working Interest and Percentage
11	<u>T-14-S, R-28-E</u> Sec. 12: W/2 E/2, N/2 SW/4, NW/4 Sec. 13: W/2 E/2, S/2 NW/4, <u>T-14-S, R-29-E</u> Sec. 20: E/2 SW/4 Sec. 29: W/2	1200.00	NHX-0279164 7-31-72	USA - All (12.5%)	Pan American Petroleum Ccrporation	Velma M. Duncan and husband, Walter Dun- can - \$1000.00 per acre production pay- ment out of 4%; James C. Vandiver and wife, Evelyn J. Vandiver - 1%	Pan American Petrolaum Corporation - 100%
12	<u>T-14-S, R-28-E</u> Sec. 24: <u>NW/4</u> , N/2 NE/4, SW/4 NE/4, N/2 SW/4, NW/4 Sec. 25: NE/4	560.00	NM-0279164-A 7-31-72	USA - All (12.5%)	Sun 051 Company	Velma M. Duncan and hus- S band, Walter Duncan - 2%, James C. Vandivrr and wife, Evelyn J. Vandiver - 1%	Sun Oil Company - 1007 e,
Ľ3	Sec. 25: NW/4 SW/4	40.00	NM-0317130 10-31-72	USA - All (12.5%)	Midwest Oil Corpora- tion	Helen Witalec and husband, Stanley Witalec - 3%	Midwest Oil Corporation
. <b>.4</b>	Sec. 14: SE/4, S/2 NE/4	240.00	NM-0402600 6-30-73	USA - All (12.5%)	Pan American Petroleum Comporation	C. A. Mehurin and wife, Evelyn G. Mehurin - \$300 per acre production pay-	Pan American Petroleum Corporation - 100%
15	Sec. 23: A11	640.00	NM-0402600-A 6-30-73	USA - A11 (12.5%)	Pan American Petroleum Corporation	Ment out of 3% C. A. Mehurin and wife Evelyn G. Mehurin - \$300 per acre production pay- ment out of 3%	Pan American Petroleum Corportion - 100%
<b>16</b>	<u>T-14-S, R-29-E</u> Sec. 5: Lots 1, 2, S/2 NE/4	159.36	NM-0416180 7-31-73	USA - A11 (12.5%)	Pan American Petroleum Corporation	W. C. Bolton and wife, Jacqueline L. Bolton - \$750 per acre produc- tion payment out of 5%	Pan American Petroleum Corporation - 100%
	<u>T-14-S, R-28-E</u> Sec- 24: SW/4 SW/4	40.00	NM-0554483 7-31-74	USA - A11 (12.5%)	Pan Amcrican Petroleum Corporation	F. J. Bradshaw and wife, B. J. Bradshaw - 5%	Pan American Petroleum Corporation - 100%
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Tract No.	Description of Land	Number of Acres	Serial No. & Expiration Date of Lease	Basic Reyalty & Ownership Percentage	Lessee of Record	Overriding Royalty and Percentage	Working Interest and Percentage
18 Sec	<u>T-14-S, R-29-E</u> Sec. 17: S/2, S/2 N/2, NE/4 NW/4, N/2 NE/4	<b>600.00</b>	им-0555291 10-31-74	USA - All (12.5%)	Pan American Petroleum Corporation	John C. Keeler - 2%, Harold A. Witz and wife, Sylvia Witz - 75% of 1%, W. R. Carter and wife, Elizabeth H. Carter - 12.5% of 1%, Michael Shearn - 12.5% of 1%	Pan American Petroleum Corporation - 100%
19 Sec.	<u>T-14-S, R-28-E</u> <u>Sec. 26: N/2,</u> SW/4	480.00	NM-0557324 6-30-75	USA - A11 (12.5%)	Pan American Petroleum Corporation		Pan American Petroleum Corporation - 1007
19 Federa	Federal Tracts: 9,270.39 Acres						
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ract	Description of	Number	Of .	Basic Royalty	Lessee	Overriding	Working Interest
		set co	Date of Lease	œ Ownership Percentage	Record	Royalty and Percentage	and Percentage
Stal	State Acreage						
20 <u>T-1</u> 2 Sec.	<u>T-14-S, R-29-E</u> Sec. 5: Lots 3 and 4	79.84	34 B-8156-75	State - 12.5%	Pan American Petroleum Corporation	Leonice Brennan and W. Irvin Brennan - 5%	Pan American Petroleum Corporation - 100%
21 Sec. Sec.	. 5: N/2 SE/4 . 8: NW/4 SW/4 . 18: NW/4 NE/4	160.00	оо в-8318-86 HBP	State - 12.5%	Pan American Petroleum Corporation	Sec. 5: N/2 SE/4 - Vada Spurck, Indivi- dually and as Execu- trix of the Estate of William Spurck, deceas- ed - 4%; Zada L. Barham-	Pan American Petroleum Corporation - 1007
						Th; Sec. 8: NW/4 SW/4, Sec. 18: NW/4 NE/4 - Vada Spurck, Indivi- dually and as Execu- trix of the Estate of William Spurck, deceased -	
22 Sec.	. 5: SW/4 NW/4	40.00	)0 В-8828-44 HBP	State - 12.5%	Pan American Petroleum Corporation	Milan S. Moore and Eleanor Roberts - 5%	Pan American Petroleum Corporation - 100%
23 Sec.	. 18: Lot 3	39 . 79	79 B-10418-50 HBP	State - 12.5%	Pan American Petroleum Corporation	Florence M. Gregory -	Pan American Petroleum Corporation - 100%
24 <u>T-14</u> Sec. Sec.	<u>-S, R-28-E</u> 35: <u>SE/4</u> NW/4 36: W/2 NW/4,	160.00 SE/4 NW/4	)0 B-10418-85 НВР	State - 12.5%	Sun Oil Company	Vada Spurck, Indivi- dually and as Execu- trix of the Estate of William Spurck, deceased 3%	Sun 011 Company - 100% d -
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		Exhibit "B"	" - East Buffalo Valley	Unit Area,	Chaves County, New Mexico		Page 6
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Tract No.	Description of Land	Number of Acres	Serial No. & Expiration Date of Lease	Basic Royalty & Ownership Percentage	Lessee of Record	Overriding Royalty and Percentage	Working Interest and Percentage
25	<u>T-14-S, R-28-E</u> Sec. 36: E/2 NE/4	80.00	B-10424 HBP	State - 12.5%	Maggie Suetta Cockburn Executrix of the Estate of Barney Sockburn	Johney Cockburn - \$1,500,000.00 pro- duction payment out of 47.5% of 33.33%	Maggie Suetta Cockburn - 2/3 James P. Dunigan - 75% of 1/3 Joe B. Harrell, Jr 10% of 1/3 Bubba Spears - 5% of 1/3 P. W. Harrell - 5% of 1/3
							Nan S. Gullahorn, Executrix of the Estate of W. S. Gullahorn - 5% of 1/3
2 <b>6</b>	<u>T-14-S, R-29-E</u> Sec. 18: Lot 1, NE/4 NW/4, NE/4 NE/4, SE/4, E/2 SW/4	359 - 51	OG - 5221 - 2 3 - 17 - 69	State - 12.5%	Pan American Petroleum Corporation	None	Pan American Fetroleum Corporation - 100%
27	<u>T-14-S, R-28-E</u> Sec. 2: Lots 1, 2, 3, 4, S/2 N/2, NW/4 SE/4, SE/4 SE/4	401.12	K-175 2-16-70	State - 12.5%	Bell Petroleum Co.	Myles A. Culli- gan - 1.75%; Wm. B. Barnhill and	Bell Petroleum Co 100%
						Wife, Catharine W. Barnhill - 1.75%	
26	Sec. 11: S/2 SE/4 Sec. 12: S/2 SW/4, NE/4 NE/4 Sec. 14: N/2 NE/4	280.00	K -267 3 -15 - 70	State - 12.5%	Bell Petroleum Co.	Myles A. Culli- gan - 1.75%; Wm. B. Barnhill and wife, Catharine W. Barnhill - 1.75%	Bell Petroleum Co 1.00%
29	Sec. 35: NE/4, N/2 NW/4, SW/4 NW/4 Sec. 36: W/2 NE/4, NE/4 NW/4	400.00	K-841 10-18-70	State - 12.5%	Sun ()11 Company	None	Sun Oil Company - 1007
30	Sec. 24: SE/4 NE/4, E/2 SE/4 SW/4 SE/4, SE/4 SW/4 Sec. 25: E/2 NW/4, SW/4 NW/4	320.00	K-939 11-15-70	State - 12.5%	Sun Oil Company	None	Sun Oil Company - 1007
• 31	<u>T-14-S, R-29-E</u> Sec. 19: NE/4, E/2 NW/4	240.00	K~1011-2 12-20-70	State - 12.5%	Pan American Petroleum Corporation	Avalanche Journal Publishing Co 5%	Pan American Petroleum Corporation - 100%
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Tract No.	ct Description of	Number of Acres	Serial No. & Expiration Date of Lease	Basic Royalty & Ownership Percentage	Lessee of Record	Overriding Royalty and Percentage	Working linterest and Percentage
32	<u>T-14-S, R-29-E</u> Sec. 5: S/2 SE/4 Sec. 8: NW/4	240.00	K-2283 3-20-72	State - 12.5%	Superior Oil Co.	None	Superior Oil Co 100%
ເນ ເນ	Sec- 20: N/2	320.00	K-2852-1 11-20-72	State - 12.5%	Pan American Petroleum Corpora- tion	L. C. Harris and wife, Marion V. Harris - \$750.00 per acre pro- duction payment out of 5%	Pan American Petroleum Corporation - 1007
34	<u>T-14-S, R-28-1;</u> Sec. 35: S/2 Sec. 36: S/2	640.00	L-179 8-15-77	State - 12.5%	Pan American Petro- leum Corporation	None	Pan American Fetroleum Corporation - 100%
35	<u>T-14-S, R-29-E</u> Sec. 32: All	640.00	L-180 8-15-77	State - 12.5%	Pan American Petro- leum Corporation	None	Pan American Petroleum Corporation - 100%
	Sec. 8: NE/4, NW/4 SE/4, S/2 Sec. 18: Lots 2, 4, SW/4 NE/4, SE/4 NW/4	ហ្វ	L-650 2-20-78	State - 12.5%	Pan American Petro- leum Corporation	None	Pan American Petroleum Corporation - 100%
37	<u>T-14-S, R-28-E</u> Sec. 2: <u>SW/4</u> , SW/4 SE/4, NE/4 Sec. 12: <u>SE/4</u> Sec. 12: <u>SE/4</u> NE/4, E/2 SE/4 Sec. 13: N/2 NW/4, E/2 E/2	.00	L-727 3-19-78	State - 12.5%	Pan American Petnoleum Corporation	None	Pan American Petroleum Corporation - 100%
38	<u>T-14-S, R-29-E</u> Sec. 5: SW/4, SE/4 NW/4 Sec. 17: NW/4 NW/4	240.00	L-728 3-19 - 78	State - 12.5%	Pan American Petroleum Corporation	None	Pan American Petroleum Corporation - 100%
19 S	State Tracts: 5,759.84 Acres		- 300 - 31 200	-			

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	Basic Royalty & Ownership Percentage M. O'Dell - .125% line Sams Dean 4 band, Otto Dean .4375%
	alty e P Dean and Dean - - Mineral
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	25%

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## KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attiched to said Unit Agreement identify the traces which may become a part of the East Buffalo Valley Unit A ca; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement; and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

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	•		Secretary	
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COUNTY OF	LOS ANGELES	<u> </u>		•
The August	foregoing instrumen 19 ion expires:		N ORNIA Janee Jseon	<u>f Bell Petrol</u> eum
The August Compan Ay Comiss	foregoing instrumen 19 ion expires:	68 by R. L. P. OFFICIAL SEAL AGNES GREE NOTARY PUSIC - CALIL PATHORYAL OFFICE	Acker, President o	f Bell Petroleum
The August Compan Ay Comiss July 13	foregoing instrumen 19 ion expires:	68 by R. L. P OFFICIAL SEAL AGNES GREE NOTARY PUBLIC - CALLI PATHORAL OFFICE LOS ANGELES COU	Acker, President o	f Bell Petroleum
The August Compan Ay Comiss July 13 STATE OF	foregoing instrumen 19 ion expires:	68 by R. L. P OFFICIAL SEAL AGNES GREE NOTARY PUBLIC - CALLI PATHORAL OFFICE LOS ANGELES COU	Acker, President o	f Bell Petroleum
The August Compan My Comiss July 13 STATE OF COUNTY OF	foregoing instrumen 19 10n expires: 1970 My Comr foregoing instrument , 19	68 by R. L. P OFFICIAL SEAL AGNES GREE NOTARY PUBLIC - CALLI PATHORAL OFFICE LOS ANGELES COU mission Expires July 13, 1 ) ) t Was acknowle	Acker, President o	f Bell Petroleum and for County, <u>Californ</u> ia
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The August Compan Ay Comfiss July 13 STATE OF COUNTY OF The	foregoing instrumen 19 10n expires: 1970 My Comr foregoing instrument , 19	68 by R. L. P OFFICIAL SEAL AGNES GREE NOTARY PUBLIC - CALLI PATHORAL OFFICE LOS ANGELES COU mission Expires July 13, 1 ) ) t Was acknowle	acker, President o N ORNIA N N N N N N N N N N N N N N N N N N	f Bell Petroleum and for County, California

### KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Suffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, fi overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment incerests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

W. M. L. C.		•		. *			
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My Commission expires:							
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M9 Commission expires:	<u> </u>	$\subset$	Notary	Public in	and for	6	1
	<u>.</u>	$\subset$	Notary	Public in	and for	6	/
- 1971 1. 1971		$\subset$	Notary	Public in	and for	6	/
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STATE OF	) )		Notary	Public in 9 <i>02</i> S	and for County,	N. M.	/
STATE OF COUNTY OF The foregoing inst	) ) rument was a		Notary	Public in <i>4025</i> ve this	and for County,	<u>N. A.</u>	/
STATE OF COUNTY OF The foregoing inst	) )		Notary	Public in <i>4025</i> ve this	and for County,	<u>N. A.</u>	/
STATE OF COUNTY OF The foregoing inst	) ) rument was a		Notary	Public in <i>4025</i> ve this	and for County,	<u>N. A.</u>	/
STATE OF COUNTY OF The foregoing inst	) ) rument was a		ged before	Public in <i>yves</i> ye this	and for County, d	<u>A </u>	/
STATE OF COUNTY OF The foregoing inst	) ) rument was a		ged before	Public in yue this Public in	and for County, d	<u>Л. Л.</u>	<i>"</i> ★ .

STATE OF 550 COUNTY OF 21129 The foregoing instrument, was, acknowledged before me this  $13^{1/4}$  day of A.T., 1968; **by** <u>Matry Seaman and wife</u>, <u>Rudy H Seaman</u>. in Bi lac U 0 ED. My Commission expires: Notary Public in and for Q. County, My Commission Expires June 1, 1962 MELVIN B. WILDE Notary Public, Tarrant County . 00.0 // STATE OF City COUNTYOF <u>...</u> My Confission expires Notary Public in and for // 1 : STATE OF manufand anning de OF 11th day of The foregoing instrument was acknowledged before me this T.C. 183 , 1968, by <u>H. Barksdale Brown</u>, Trustee r Commission expires: Notary Public in and for County, 20 8 10 10 NA 19 10 10 SNF 1969 1 274

### KNOW ALL MEN BY THRSE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFCRE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

The law Niles of	
Frank D. Brown, Jr., Trustee	Mercantile Safe Deposit and Trust Company, Trustee,
Horastulo man	
	By: San Jun Ti
H. Barksdale Brown, Trustee	R. M. SMITH
BR. Yr	Its: VICE PRESIDENT
John B. Rich, Individually and Trustee	
En Entrain	Attest: 0 A Radienneen
Hurrist R.C. Rich	
	TRUST OFFICER
Larry Seaman Varial Socimen	
Buth H. Behman	
Seaman	
STATE OF mana )	
COUNTY OF THE )	
The foregoing instrument was acknow	aledoed before me this 1171 day of
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5 6 Fran, 1968 by Fran	k D. Brown, Jr., Trustee
	aledged before me this //// day of hk D. Brown, Jr., Trustee
My Commassion expires:	
My Compassion expires:	Notary Public in and for
My Commission expires:	A. C. Dia son
My Compassion expires:	Notary Public in and for
My Compassion expires:	Notary Public in and for
My Compassion expires: STATE OF Monthease ) COUNTY OF Baltan )	Notary Public in and ion County,
My Compassion expires: STATE OF	Notary Public in and ion County, viedged before we this 25 h day of
My Commission expires: STATE CF) COUNTY OF Control ) The foregoing instrument was scknow (1968 by)	Notary Public in and ion County, day of P M SMUR
My Commission expires: STATE OF) COUNTY OF) The foregoing instrument was scknow , 1968 by My Commission expires	Notary Public in and for County, Vice president R M SMITH and Trust Company, Trustee
My Commission expires: STATE OF	Vledged before re this 25 <sup>th</sup> day of <u>R.M. SMITH</u> and Trust Company, Trustee
My Compassion expires: STATE OF) COUNTY OF Bits) The Foregoing instrument was scknow , 1968 by My Compassion expires	Notary Public in and ion Notary Public in and ion County, Notary Public in and ion County, Notary Public in and for
My Compassion expires: STATE CF) CCUNTY OF Bits) The foregoing instrument was acknow , 1968 by My Compassion expires	Vledged before re this 25 <sup>th</sup> day of <u>R.M. SMITH</u> and Trust Company, Trustee

STATE OF COUNTY OF The foregoing instrument was acknowledged before me this 6 day of 1968, by Bubba Spears and wife Lois Spears n , Francis Inte. 6 My Commission expires: Notary Public in and for 5. K County, COU!!! Hannah STATE OF COUNTY OF lang . The foregoing instrument was acknowledged before me this 21 day of October 1968, by Joe B. Harrell, Jr., and wife, Marie Harrell. cti commission expires: M Notary Public in and for 1 9 County, Zeda 40 ō. 1 COUNT 4 STATE OF COUNTY OF The foregoing instrument was acknowledged before me this <u>react</u> day of <u>subject</u>, 1968, by <u>F. M. Harrell and wife, Justine Harrell</u>. Andis My Comuission expires: NON CLADYS CRUMP 2.0 5.00 Notary Public in and for COULT IN County, Daspar 2  $\mathbf{s}$  ${\cal O}$ 

#### KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the uncersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffaio Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or 6. a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of robalty overriding robalty or production payment increases only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

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et in 31 مديد فعجر الأرفظ أنكر Ande STATE OF Zalin COUNTY OF The foregoing instrument was acknowledged before me this \_\_\_\_\_\_ day of Man S. Gullahorn, Individually and as instrument was acknowledged before me this \_\_\_\_\_\_ day of Man S. Gullahorn, Individually and as Executrix of the Estate of W. S. Gullahorn, deceased. Notary Fublic in and for Man S. Gullahorn, deceased. Notary Fublic in and for Man S. Gullahorn, deceased. My Commission expires: COUN

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1, STATE OF COUNTY\_CF ን foregoing instrument was acknowledged before me this mill, 1968, by J. M. Zachary and wife, Lola day of The Zachary . ć  $\mathcal{O}$ My Commission expires: CARMEN RIOS, Notary Public in and for Tarrast County, Texas My commission expires June 1, 1969 Notary Public in and for 1 1 الية الفالي المرفق الأرامينية. المربقة ورية ماني المان المانة

### KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chavea, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to seid Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to ard does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

Neveille G. Penrose By\_ XXXXXXX Its: Zachary Attest: Lola-Zachary STATE OR COUNTY OF ゝ The foregoing instrument was acknowledged before me this //thay of Commission expires: My TAT: DIANA ATRA STATIS Notary Public in and for L\_ County STATE OF COUNTY OF The foregoing instrument was acknowledged before me this \_\_\_\_ day of , 1968 by \_\_\_\_ 0£\_\_ My Commission expires: Notary Public in and for Ċ Contraction in the County,

STATE OF \_\_\_\_NEW\_MEXICO COUNTY OF \_\_\_\_\_\_\_\_ Marianne S. The foregoing instrument was acknowledged before me this 23rd day of <u>ether</u>, 1968, by <u>Norman L. Stevens, Jr. and wife</u>, <u>S</u> Stevens. Ny Commission expires: August 22, 1972 Arnen in and for County, <u>New Mexico</u> Notary Public Chaves ς. in and PUBLIC ÷. 1 1 COURS

## KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest. or both, in one or more of the tracto identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confilm and become state that out agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth in its acknowledgement.

Charles B. Read

lean Rea Jr. Stevens, Norman L.

of

My Commission expires:

noin Marianne S. Stevens

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STATE OF NEW MEXICO	)	
COUNTY OF CHAVES	)	
The foregoing instrum	ient was 1968 by	acknowledged before me this 23rd day of Charles B. Read and wife, Jean Read.
My Commission expires: August 22, 1972		Mairine W. Garner
		Notary Public in and for Chaves County, New Mexico
STATE OF	)	
COUNTY OF	)	
The foregoing instrum	ent was	acknowledged before we this day of

1968 by

Notary Public in and for County,

day of

#### KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

	·	SUN OIL COMPANY,
· · · · · · · · · · · · · · · · · · ·		By
· · · ·	•	Its; Agent and Attorney-In-Fact
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STATE OF		
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My Commission expires:		
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STATE OF TEXAS	· <b>`</b>	councy,
COUNTY OF DALLAS	)	
The foregoing ine	strument was ackn 1968 by Co	whedged before me this <u>6th</u> day of <u>secil A. Colville</u> , <u>Agent and</u>
torney-in-Fact of	, 1900 Uy	Company
My Commission expires: June 1, 1969		achiten
A grant and a second		Notery Public in and for Dallas County, Texas

#### KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

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STATE OF COUNTY OF	F		Not	efore us th	in and for County,	y of

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#### KNOW ALL MEN BY THESE PRESENTS:

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THAT, WHERFAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth in its acknowledgement.

Marcia Prens Marcia P. Lane Bv Attest CALIFORNIA LOS ANCEL STATE OF CHLIFORMIN ) ROLLIE CLOUTN 55 COUNTY OF LAS PROFERES STATE COUNTY (The foregoing instrument was acknowledged before me this  $\frac{25}{25}$  day of face, 1968 by Marcia P. Lane Commission expires: ROLLIE CLOUTMAN 7.2.105. 24. 19/1 Notary Public in and for County, \_\_\_\_\_ **)** STATE OF COUNTY OF \_\_\_\_ The foregoing instrument was acknowledged before me this day of \_\_\_; 1968 by \_ 20 My Commission expires: Notary Public in and for

\_ County, \_

## KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interasts hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests "Treby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

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NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

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#### KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hareby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico". dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHERFAS, the undersigned represents that it is the owner of a royalty, overriding alty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

Contrining Contract		
C. E. Strange		
King Bart		
- Minney Strange	By	
Sherrie R. Strange		
	Its:	_
	Attest:	
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TATE OF )		
	1	
COUNTY OF )		•
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COUNTY OF) The foregoing instrument was ackno	wledged before me this day of Strange and wife. Sherrie R. Strange	-
COUNTY OF) The foregoing instrument was acknown, 1968 by <u>C. E.</u>	wledged before me this day of Strange and wife, Sherrie R, Strange .	
COUNTY OF) The foregoing instrument was acknown, 1968 by <u>C. E.</u> (y Commission expires: prove SCUPPECNENDACH, Notary Public	wledged before me this day of Strange and wife, Sherrie R. Strange .	•
COUNTY OF) The foregoing instrument was ackno	Strange and wife, Sherrie R. Strange .	•
COUNTY OF) The foregoing instrument was acknown, 1968 by <u>C. E.</u> (y Commission expires: prove SCUPPECNENDACH, Notary Public	Wledged before me this day of Strange and wife, Sherrie R. Strange Notary Public in and for County.	
The foregoing instrument was acknown in the fo	Notary Public in and for	
The foregoing instrument was acknown in the fo	Notary Public in and for County NUTH SCIENCESSON NOTACE SUMPORTS	
COUNTY OF       )         The foregoing instrument was acknown, 1968 by C. E.         (y Commission expires:         RUTH SCHRECKENDACH, Notary Public         My commission Expires Sept. 23, 1970	Notary Public in and for	CH SNIM
COUNTY OF       )         The foregoing instrument was acknown, 1968 by C. E.         Ay Commission expires:         BUTH SCHRECKENDACH, Notary Public         My Commission Expires Sept. 23, 1970         STATE OF         COUNTY OF         DOUNTY OF         The foregoing instrument was acknown	Notary Public in and for Notary Public in and for COUNTY NUTH SCHOOL NOTAGE OFFICE IN KON COUNTY Wiedged before me this day of	
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WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Agree; and

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Henry J. Folse	I talke	
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the undersigned owner of royalty, overriding royalty or erests only desires to and does hereby ratify, confirm and Unit Agreement, and the undersigned owner of working sowner of both working interests and royalty, overriding payment interests desires to and does hereby ratify, confirm said Unit Agreement and said Unit Operating Agreement with interests in all of the tracts identified by said exhibits.

Katherine S. By Richard R. Foster 1.11.1 Its: Brook H. Duncan II Attest: Katherine F. Duncan Duincas \* Death certificate attached STATE OF Louise ) Baris COUNTY OF Drew day of , 1968 by Katherine S. Foster and husband My Commission expires: Wille Ote Notzry Public in at death STATE OF Burn Alia CEUNTY OF The foregoing instrument was acknowledged before me this 1975 , 19 by Brook H. Duncan II and wife, Katherine F. My Commission Expires: Notary Public in any al dette county

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## KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

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IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth in its acknowledgement.

Raymond C	norney n Chá	men	-	Ву
Joan Chorn				Its:
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OUNTY OF	NATRONA	)		

The foregoing instrument was acknowledged before me this 6th day of August \_\_\_\_\_, 1968 by Raymond Chorney and wife, Joan Chorney

	My Commission Exp	ires Feb. 2, 1971
STATE OF	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

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Judith &	Miles
Notary Public in	
Natrona	County, Wyoming

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_

my Commission expires:

Notary Fublic in and for County,

## KNOW ALL MEN BY THESE PRESENTS:

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WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffelo Valley Unit Area; and

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## KNOW ALL MEN BY THESE PRESENTS:

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IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth in its acknowledgement.

JAMES C. VANDIVER

elim & Vandines EVELYN J. VANDIVER, his wife Its: Attest: STATE OF New Mexico 1 COUNTY OF San Juan The foregoing instrument was acknowledged before me this 27th day of , 1968 by JAMES C. VANDIVER and EVELYN J. VANDIVER, his wife. Sectember

March 4, 1972	
STATE CE	
CCUNTY OF	)

of

Notary Public in and for	Dunse -	Demonst
	Notary Public in	and for
San Juan County, New Mexic		

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, 19	968 by		

My Commission expires:

Notary Public in and for County,

## KNOW ALL MEN BY THESE PRESENTS:

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## KNOW-ALL-MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the bast Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WIINESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth in its acknowledgement.

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F. J. Bradshaw B. O. Bradchaul	/				· · · · · · · · · · · · · · · · · · ·	
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## KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

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NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to caid Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

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COUNTY OF The fore August My Commission e June 1, 196 STATE OF COUNTY OF	EL PASO going instrum xpires: 9 going instrum of,	1968 by) )	Mich	Notary Public in and for El Paso County,	Texas

#### KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Gperation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

John C. Keeler By Attest: STATE OF 7. ----COUNTY OF en (11000 a The foregoing instrument was acknowledged before me this day of , 1968 by John C, Keeler and wife, Marjorie My Commission expires: 1969 ry Public in and g Hom Coun STATE CF COUNTY OF ) The foregoing instrument was acknowledged before me this \_\_\_\_ day of , 1968 by of My Commission expires: Notary Public in and for County, \_\_\_\_ 13

## KNOW ALL. MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" atte ned to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest; or both, in one or more of the tracts identified by said Exhibits.

NOP, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only; or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth in its acknowledgement.

Jaeura a. Chastain

Chastain

Its:

By.

Attest:

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STATE OF	WYOMING	)
COUNTY OF	WESTON	)

The foregoing instrument was acknowledged before me this (9th day of September , 1968 by W. O. Chastain and wife Valura A. Chastain.

My Commission expires:	Lawonne Roberts - Notary Public Durance Raterie
<u>- Seige 13, 177/</u>	Series States States Notary Public in and for
STATE OF	B) Commission express July 13, 19/1
COUNTY OF	)
The foregoing in	strument was acknowledged before me this day of, 1968 by,

My Commission expires:

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of

Notary Public in and for County,

### KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty of production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEPROF, each of the undersigned parties has executed this instrument on the date set forth in its acknowledgement.

Harold A. Witz	<u>}</u>				,	
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### KNOW ALL MEN BY THESE PRESENTS:

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THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreer int for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area; County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

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	_, 1968 by	W. R. (	Carter an	d wife, Eliz	abeth H .	arter
My Commission expires:						
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WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

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#### RATIFICATIO. AND JOINDER OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" EAST BUFFALO VALLEY UNIT AREA CHAVES COUNTY, NEW MEXICO

#### KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify; confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each if the undersigned parties has executed this instrument on the date set forth in its acknowledgement.

Vada Spurck, Individu Executrix of the Esta Spurch, deceased		n	By		
dada lo	, elp		Its:		
VADA SPURCK, a widow			Attest:		
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STATE OF					
COUNTY OF	)			And the second	
The foregoing in		Vada Spur	ck. Individu	ally and as	Executrix of
My Commission expires:		the Estat	e of William	1 Spurck, de	ceased.
	<u> 2000 - Editoria Construe Des Sua</u> dor	179895-11 <sup>-2</sup> 2792-2221-22214984	Notary Pu	blic in and	for ty, <u>California</u>
STATE OF CALIFORNIA	>			÷.	
COUNTY OF LOS ANGELES The foregoing in	) Istrument was , 1968 by 5 Ventura Blw	VADA S	PURCK	. C	day of
OF4	V VENCUEA DIA	u., Durve	29 DIFFICIAL	und datate	•

#### RATIFICATION AND JOINDER OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" EAST BUFFALO VALLEY UNIT AREA CHAVES COUNTY, NEW MEXICO

# KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth in its acknowledgement.

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y Commission expires:			
		Notary Public in and for	

#### RATIFICATION AND JOINDER OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" EAST BUFFALO VALLEY UNIT AREA CHAVES COUNTY. NEW MEXICO

#### KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hareby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

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IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth in its acknowledgement.

Wm. B. Barnt 11

athonine W Catharine W. Barnhill Colligan Α.

d٧ Its: Attest:

Public in and for

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Notary Public in and for

Midland

County,

day of

Barnhill.

day of

STATE OF Alm Mexicu COUNTY OF Chares )

foregoing instrument was acknowledged before me this 6 Sistemfor-, 1968 by Wm. B. Barnhill and wife, Catharine W.

My Commission expires:

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

COUNTY OF Midland

The foregoing instrument was acknowledged before me this

September , 19 68, by Myles A. Colligan and wife,

<u>Coralee E</u> Colligan

My Commission Expires: 00

#### RATIFICATION AND JOINDER OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" EAST BUFFALO VALLEY UNIT AREA CHAVES COUNTY, NEW MEXICO

#### KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chairs, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" atcached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

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IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth in its acknowledgement.

AVALANCHE JOURNAL PUBLISHING COMPANY.

Its: Vice-President

Attest

Ass't. Sec. and Treas.

Notary Public in and for

The foregoing instrument was acknowledged before me chis \_\_\_\_\_ day of \_\_\_\_\_, 1968 by \_\_\_\_\_\_

My Commission expires:

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

 $C_{Y}$ 

		County,
STATE OF TEXAS	)	
COUNTY OF POTTER	)	
St: September	, 1968 by <u>S. B.</u>	edged before me this <u>20th</u> day of Whittenburg, <u>Vice-</u>
	Avalanche Journal Pub	lishing Company
B My Commission Expires:		Notary Public in and for Potter County, Texas

#### RATIFICATION AND JOINDER OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" EAST BUFFALO VALLEY UNIT AREA CHAVES COUNTY, NEW MEXICO

1-4/83

# KNOW ALL MEN BY THESE PRESENTS:

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THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriging royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner. (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to the does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth in its acknowledgement.

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L. C. Harris		- <sup>1</sup>			
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Marion V. Harris				an the second second	
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STATE OF STATE					
STATE OF <u>NEW MEXICO</u>	)				
COUNTY OF	)		-		
The foregoing instrum	nent was 1968 by	acknowledg	ged before me arris and wife	this 23rd	day of
My Commission expires:			/	$\bigcirc$	
My Commission Expires Oct. 31, 19	(0	-			
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			Charry	Cour	ity., 200
STATE OF	)			•	CHAVE MININ
COUNTY OF					11111111111111111111111111111111111111
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My Commission expires:					4 <sup>4</sup>
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# PAN AMERICAN PETROLEUM CORPORATION

OIL AND GAS BUILDING P.O. BOX 410 FORT WORTH, TEXAS-761

November 22, 1968

AFE 42,958 East Buffalo Valley Unit Unit Lease 255434 Chaves County, New Mexico

33

State of New Mexico Oil Conservation Commission Post Office Box 871 Santa Fe, New Mexico

n

#### Gentlemen:

In accordance with Case No. 3825, Order No. R-3481 pertaining to the above captioned unit, we enclose herewith xerox copy of the Bast Buffalo Valley Unit Agreement including Ratifications thereof.

We also enclose xerox copy of Certificate of Approval by the Commissioner of Public Lands dated November 19, 1968 and xerox copy of Certification - Determination of the United States Geological Survey, whorein the Unit Agreement was approved effective November 20, 1968.

Yours very truly,

PAN AMERICAN PETROLEUM CORPORATION

JACK D. ANDERSON

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Enclosures

# UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE EAST BUFFALO VALLEY UNIT AREA COUNTY OF CHAVES, STATE OF NEW MEXICO

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Exhibit "A" (Map)

Exhibit "B" (Description of interests subject to agreement)

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1	UNIT ASTERIORT	, J
2	FOR THE DEVELOPMENT AND OPERATION	2
3	OF THE	2
4	EAST BUFFALO VALLEY UNIT AREA	С Ц
5	COUNTY OF CHAVES	E
6	STATE OF NEW MEXICO	6
7	No.	· . 7
- 8	THIS AGREENENT, entered into as of the 1st day of July , 1968,	8
9	by and between the parties subscribing, ratifying, or consenting hereto, and	9
10	herein referred to as the "parties hereto",	10
11	WITNESSETH:	11
<u>15</u> -		- 12
13	oil and gas interests in the unit area subject to this agreement; and	13
24	WEEREAS, the term "Working Interest" as used herein shall mean the in-	14
15	terest held in unitized substances or in lands containing unitized sub-	15
16	stances by virtue of a lease, operating agreement, fee title, or otherwise,	16
<u>1</u> 7	which is chargeable with and obligated to pay or bear all or a portion of	17
18	the cost of drilling, developing, producing, and operating the land under	18
19	the unit or cooperative agreement. The right delegated to Unit Operator as	19
20	such by this agreement is not to be regarded as a working interest; and	20
21	WHEREAS, the Mineral Leasing Act of February 25, 1920, 41 Stat. 437, as	21
-22	emended, 30 U.S.C., Secs. 181 et seq., authorizes Federal lessees and their	22
23	representatives to unite with each other, or jointly or separately with	23
24	others, in collectively adopting and operating a cooperative or unit plan of	24
25	development or operation of any oil or gas pool, field, or like area, or any	25
26	part thereof for the purpose of more properly conserving the natural re-	26
27	sources thereof whenever determined and certified by the Secretary of the	27
26	Interior to be necessary or advisable in the public interest; and	28
29	WHEREAS, the Commissioner of Public Lands of the State of New Maxico	29
30	is authorized by an Act of the Legislature (Sec. 1, Chap. 162, Laws of 1951,	30
31	and Secs. 1 and 2, Chap. 176, Laws of 1961, See Chap. 7, Article 11, Secs.	31
32	39, 40 and 41 New Mexico Statutes 1953, Annotated) to consent to or approve	32
33	this agreement on behalf of the State of New Mexico, insofar as it covers and	33
34	includes lends and mineral interests of the State of New Mexico; and	34
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WHEREAS, the Oil Conservation Commission of the State of New Mexico is authorized by Act of Legislature (Chap. 168, Laws 1949) to approve this agreement and the conservation provisions hereof; and

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

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

11 NOW, THEREFORE, in consideration of the premises and the promises herein 12 contained the parties hereto commit to this agreement their respective in-13 terests in the below-defined unit area, and agree severally among themselves 14 as follows:

1. ENABLING ACT AND REGULATIONS. The Mineral Leasing Act of February 25, 1920, as amended, supra, and all valid pertinent regulations, including opera-ting and unit plan regulations, heretofore issued thereunder or valid, perti-nent, and reasonable regulations hereafter issued thereunder are accepted and made a part of this agreement as to Federal lands, provided such regulations are not inconsistent with the terms of this agreement; and as to non-Federal lands, the oil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations, not inconsistent with the terms hereof or the laws of the State in which the non-Federal land is located, are hereby accepted and made a part of this agreement. 

25 2. UNIT AREA. The area specified on the map attached hereto marked Ex26 hibit A is hereby designated and recognized as constituting the unit area, con26 taining 15,350.23 acres, more or less.
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Exhibit A shows, in addition to the boundary of the unit area, the boun-daries and identity of tracts and leases in said area to the extent known to the Unit Operator. Exhibit B attached hereto is a schedule showing to the extent known to the Unit Operator the acreage, percentage, and kind of owner-ship of oil and gas interests in all land in the unit area. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest 

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or interests as are shown in said map or schedule as owned by such party. Echibits A and B shall be revised by the Unit Operator whenever changes in the unit area render such revision necessary, or when requested by the Oil and Gas Supervisor, hereinefter referred to as "Supervisor" and not less than six copies of the revised cohibits shall be filed with the Supervisor, and two copies each with the Commissioner of Public Lands of the State of New Maxido, hereinafter referred to as the "Commissioner", and the Oil Conservation Commission, hereinafter referred to as "Conmission".

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The above-described unit area shall when practicable be expended to in-clude therein any additional tract or tracts regarded as reasonably necessary or aivisable for the purposes of this agreement, or shall be contracted to ex-clude lands not within any participating area whenever such expansion or con-traction is necessary or advisable to conform with the purposes of this agree-nent. Such expansion or contraction shall be effected in the following mamer: (a) Unit Operator, on its own motion or on demand of the Director of the Geological Survey, hereinafter referred to as "Director", or on demand of the Commissioner after preliminary concurrence by the Director, shall prepare a notice of proposed expansion or contraction describing the contemplated charges in the boundaries of the unit area, the reasons therefor, and the proposed ef-fective date thereof, preferably the first day of a month subsequent to the date of notice. 

(b) Said notice shall be delivered to the Supervisor and the Commissioner end copies thereof mailed to the last known address of each working interest owner, lessee, and lesser whose interests are affected, advising that 30 days will be allowed for submission to the Unit Operator of any objections. 

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

(d) After due consideration of all pertinent information, the expansion or contraction shall, upon approval by the Director and the Commissioner, be-come effective as of the date prescribed in the rotice thereof.

(e) All legal subdivisions of unitized lands (i.e., 40 acres by Govern-ment survey or its nearest lot or tract equivalent in instances of irregular surveys, however, unusually large lots or tracts shall be considered in mul-tiples of 40 acres, or the nearest aliquot equivalent thereof, for the purpose h of elimination under this subsection), no parts of which are entitled to be in a participating area within 5 years commencing the first day of the month follow-ing the effective date of the first initial participating area established under this unit agreement, shall be eliminated automatically from this agreement, effective as of the first day thereafter, and such lands shall no longer ò be a part of the unit area and shall no longer be subject to this agreement, unless at the expiration of said 5-year period diligent drilling operations are in progress on unitized lands not entitled to participation, in which event all such lands shall remain subject hereto for so long as such drilling opera-tions are continued diligently, with not more than 90 days' time elapsing be-tween the completion of one such well and the commencement of the next such well, except that the time allowed between such wells shall not expire earlier than 30 days after the expiration of any period of time during which drilling operations are prevented by a matter beyond the reasonable control of unit operator as set forth in the section hereof entitled "Unavoidable Delay"; pro-vided that all legal subdivisions of lands not in a participating area and not entitled to become participating under the applicable provisions of this agree-ment within 10 years after said first day of the month following the effective date of said first initial participating area shall be eliminated as above speci- 23 fied. Determination of creditable "Unavoidable Delay" time shall be made by unit 24 operator and subject to approval of the Director and the Commissioner. Elimina-tion taking place after the completion of a well that has deferred climination shall be effective on the first day after the time allowed to commence the next well. The unit operator shall, within 90 days after the effective date of any elimination hereunder, describe the area so climina d to the satisfaction of the Director and the Commissioner and promptly notify all parties in interest. If conditions verrant extension of the 10-year period specified in this subsection 2(e), a single extension of not to exceed 2 years may be accomplished -32 by consent of the owners of 90% of the current unitized working interest and 60% of the current unitized basic royalty interests (exclusive of the basic

royalty interests of the United States), on a total-nonparticipating-acreage basis, respectively, with approval of the Director and the Commissioner, pro-vided such extension application is submitted to the Director and the Commis-Ŀ sioner not later than 60 days prior to the expiration of said 10-year period. Any expansion of the unit area pursuant to this section which embraces lands theretofore eliminated pursuant to this subsection 2(e) shall not be considered automatic commitment or recommitment of such lands. 3. UNITIZED LAND AND UNITIZED SUBSTANCES. All land committed to this agreement shall constitute land referred to herein as "unitized land" or "land subject to this agreement". All oil and gas in any and all formations of the unitized land are unitized under the terms of this agreement and herein are called "unitized substances". 4. UNIT OPERATOR. Pan American Petroleum Corporation is hereby designated <u>1</u>4 as Unit Operator and by signature hereto as Unit Operator agrees and consents to accept the duties and obligations of Unit Operator for the discovery, development, and production of unitized substances as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in 17 that capacity and not as an owner of interest in unitized substances, and the term 18 "working interest owner" when used herein shall include or refer to Unit Operator as the owner of a working interest when such an interest is owned by it. 5. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the right to resign at any time prior to the establishment of a participating area or areas hereunder, but such resignation shall not become effective so as to re-lease Unit Operator from the duties and obligations of Unit Operator and ter-minate Unit Operator's rights as such for a period of 6 months after notice of intention to resign has been served by Unit Operator on all working interest owners, the Director and the Commissioner, and until all wells then drilled hereunder are placed in a satisfactory condition for suspension or abandonment, whichever is required by the Supervisor, unless a new Unit Operator shall have been selected and approved and shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period. Unit Operator shall have the right to resign in like manner and subject to like limitations as above provided at any time a participating area established hereunder is in existence, but, in all instances of resignation or removal, un-til a successor unit operator is selected and approved as hereinafter provided,

the working interest owners shall be jointly responsible for performance of the  $\frac{5}{5}$ 

duties of unit operator, and shall not later than 30 days before such resigna- 1 tion or removal becomes effective appoint a common egent to represent them in 2 any action to be taken hereunder. 3

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The resignation of Unit Operator shall not release Unit Operator from any 4 liability for any default by it herounder occurring prior to the effective date 5 of its resignation.

The Unit Operator may, upon default or failure in the performance of its 7 duties or obligations hereunder, be subject to removal by the same percentage 8 vote of the owners of working interests determined in like manner as herein pro-9 vided for the selection of a new Unit Operator. Such removal shall be effective 10 upon notice thereof to the Director and the Commissioner. 11

The regignation or removal of Unit Operator under this agreement shall not 12 13 13 terminate its right, title, or interest as the owner of a working interest or 14 14 other interest in unitized substances, but upon the resignation or removal of 15 Unit Operator becoming effective, such Unit Operator shall deliver possession of 15 16 all equipment, materials, and appurtenances used in conducting the unit opera-:16 17 tions and owned by the working interest owners to the new duly qualified succes- 17 18 18 sor Unit Operator or to the owners thereof if no such new Unit Operator is 19 elected, to be used for the purpose of conducting unit operations hereunder. 19 20 Nothing herein shall be construed as authorizing removal of any material, equip- 20 21 21 ment and appurtenances needed for the preservation of any wells.

22 6. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall tender his 23 or its resignation as Unit Operator or shall be removed as hereinabove pro-24 vided, or a change of Unit Operator is negotiated by working interest owners, 25 the owners of the working interests in the participating area or areas accord-26 ing to their respective acreag. interests in such participating area or areas, 27 or, until a participating area shall have been established, the owners of the 28 working interests according to their respective acreage interests in all uni-29 tized land, shall by majority vote select a successor Unit Operator: Provided, 30. that, if a majority but less then 75 per cent of the working interests quali-31 fied to vote are owned by one party to this agreement, a concurring vote of 32 one or more additional working interest owners shall be required to select a 33 new operator. Such selection shall not become effective until

(a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and

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(b) the selection shall have been filed with the Supervisor and approved by 1 the Commissioner. If no successor Unit Operator is selected and qualified as 2 herein provided, the Director at his election may declare this unit agreement 3 terminated.

7. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT. If the Unit Opera-tor is not the sole owner of working interests, costs and expenses incurred by Unit Operator in conducting unit operations hereunder shall be paid and appor-tioned among and borne by the owners of working interests, all in accordance with the agreement or agreements entered into by and between the Unit Operator and the owners of working interests, whether one or more, separately or collec-tively. Any agreement or agreements entered into between the working interest owners and the Unit Operator as provided in this section, whether one or more, are herein referred to as the "unit operating agreement". Such unit operating agreement shall also provide the manner in which the working interest owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases, or other independent contracts, and such other rights and obligations as between Unit Operator and the working interest owners as may be agreed upon by Unit Operator and the working interest owners; however, no such unit operating agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve the Unit Operator of any right or obligation established under this unit agreement, and in case of any in-consistency or conflict between the unit agreement and the unit operating agree-ment, this unit agreement shall prevail. Three true copies of iny unit operat-ing agreement executed pursuant to this section should be filed with the Super-visor and two true copies with the Commissioner, prior to approval of this unit agreement. 

8. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR. Except as otherwise speci-fically provided herein, the exclusive right, privilege, and duty of exercis-ing any and all rights of the parties hereto which are necessary or conven-ient for prospecting for, producing, storing, allocating, and distributing the unitized substances are hereby delegated to and shall be exercised by the Unit Operator as herein provided. Acceptable evidence of title to said rights shall be deposited with said Unit Operator and, together with this agreement, shall constitute and define the rights, privileges, and obligations of Unit Operator

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

б 9. DRILLING TO DISCOVERY. Within 6 months after the effective date here-of, the Unit Operator shall begin to drill an adequate test well at a location approved by the Supervisor if such location is upon lands of the United States, 8. end if upon State or patented lands, such location shall be approved by the Commission and the Commissioner, unless on such effective date a well is being drilled conformably with the terms hereof, and thereafter continue such drill- $J_{23}$ ing diligently until the Mississippien formation is encountered or until at a lesser depth unitized substances shall be discovered which can be produced in paying quantities (to-wit: quantities sufficient to repay the costs of drill-ing, and producing operations, with a reasonable profit) or the Unit Operator shall at any time establish to the satisfaction of the Supervisor as to wells on Federal lands, or to the Commission and the Commissioner es to wells on State or ratented lends, that further drilling of said well would be unwarrant-ed or impracticable, provided, however, that Unit Operator shall not in any event be required to drill said well to a depth in excess of 9,500 feet. Un-til the discovery of a deposit of unitized substances capable of being produced in paying quantities, the Unit Operator shall continue drilling diligently one well at a time, ellowing not more than o months between the completion of one well and the beginning of the next well, at locations approved by the Super-visor if such locations are on lends of the United States, and if-upon-State or patented lands at locations approved by the Commission and the Commissioner, until a well careble of producing unitized substances in paying quantities is -27 completed to the satisfaction of said Supervisor and Commissioner or until it is reasonably proved that the unitized lend is incepable of producing uni-tized substances in paying quantities in the formations drilled hereunder. Nothing in this section shall be deemed to limit the right of the Unit Opera-tor to resign as provided in Section 5 hereof, or as requiring Unit Operator to commence or continue any drilling during the period pending such resignation becoming effective in order to comply with the requirements of this section. The Director and the Commissioner may modify the drilling requirements of this 

section by granting reasonable extensions of time when, in their opinion, such action is warranted. 

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

10. PLAN OF FURTHER DEVELOPMENT AND OPERATION. Within 6 months after com-pletion of a well capable of producing univized substances in paying quantities. 8 the Unit Operator shall submit for the approval of the Supervisor, the Commis-sioner and the Commission an acceptable plan of development and operation for-the unitized land which, when approved by the Supervisor, the Commissioner and the Commission, shall constitute the further drilling and operating obligations of the Unit Operator under this agreement for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for the approval of the Supervisor, the Cormissioner and the Commission a plan for an additional specified period for the development 16 end operation of the unitized land. Any plan submitted pursuant to this section shall provide for the explora-tion of the unitized area and for the diligent drilling necessary for deter-mination of the area or areas thereof capable of producing unitized substances in paying quantities in each and every productive formation and shall be as com-plete and adequate as the Supervisor, the Commissioner and the Commission may determine to be necessary for timely development and proper conservation of the oil and gas resources of the unitized area and shall (a) specify the number and locations of any wells to be drilled and the proposed order and time for such drilling; and (b) to the extent practicable specify the operating practices regarded as necessary and advisable for proper conservation of natural resources. 28. Separate plans may be submitted for separate productive zones, subject to the approval of the Supervisor, the Commissioner and the Commission. Plans shall be modified or supplemented when necessary to meet changed conditions or to protect the interests of all parties to this agreement. Reasonable diligence shall be exercised in complying with the obligations of 

the approved plan of development. The Supervisor and the Commissioner are

authorized to grant a reasonable extension of the 6-month period herein pre-scribed for submission of an initial plan of development where such action is justified because of unusual conditions or circumstances. After completion hereunder of a well capable of producing any unitized substance in paying quantities, no further wells, except such as may be necessary to afford protection against operations not under this agreement or such as may be specifically ap-proved by the Supervisor and the Commissioner, shall be drilled except in ac-cordance with a plan of development approved as herein provided.

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11. PARTICIPATION AFTER DISCOVERY. Upon completion of a well capable of producing unitized substances in paying quantities or as soon thereafter as re quired by the Supervisor and the Commissioner, the Unit Operator shall submit for approval by the Director, the Commissioner and the Commission, a schedule based on subdivisions of the public-land survey or aliquot parts thereof, of all unitized land then regarded as reasonably proved to be productive of uni-tized substances in paying quantities; all lands in said schedule on approval of the Director, the Commissioner and the Commission to constitute a partici-pating area, effective as of the date of completion of such well or the effec-tive date of the unit agreement, whichever is later. The acceages of both Federal and non-Federal lands shall be based upon appropriate computations from the courses and distances shown on the last approved public-land survey as of the effective date of the initial participating area. Said schedule also shall set forth the percentage of unitized substances to be allocated as herein pro-vided to each unitized tract in the participating area so established, and shall govern the allocation of production from and after the date the parti-cipating area becomes effective. A separate participating area shall be es-tablished in like manner for each separate pool or deposit of unitized sub-stances or for any group thereof produced as a single pool or zone, and any two or more participating areas so established may be combined into one with the consent of the owners of all working interests in the lands within the participating areas so to be combined, on approval of the Director, the Com-missioner and the Commission. The participating area or areas so established shall be revised from time to time, subject to like approval, whenever such action appears proper as a result of further drilling operations or otherwise to include additional land then regarded as reasonably proved to be produc-tive in paying quantities, or to exclude land then regarded as reasonably

proved not to be productive in paying quantities and the percentage of alloca-tion shall also be revised accordingly. The effective date of any revision **?**\. shall be the first of the month in which is obtained the knowledge or informa-tion on which such revision is predicated, provided, however, that a more ap-propriate effective date may be used if justified by the Unit Operator and ap-proved by the Director and the Commissioner and the Commission. No land shall be excluded from a participating area on account of depletion of the unitized substances. .9 It is the intent of this section that a participating area shall represent the area known or reasonably estimated to be productive in paying quantities; but, regardless of any revision of the participating area, nothing herein con-tained shall be construed as requiring any retroactive adjustment for produc-tion obtained prior to the effective date of the revision of the participating area. 1.5 In the absence of agreement at any time between the Unit Operator and the Director, the Commissioner and the Commission as to the proper definition or re-definition of a participating area, or until a participating area has, or areas have, been established as provided herein, the portion of all payments affected <u>`</u>19 thereby may be impounded in a manner mutually acceptable to the owners of work-:0 ing interests, except royalties due the United States and the State of New Mexico, which shall be determined by the Supervisor and the Commissioner, re-spectively, and the amount thereof deposited, as directed by the Supervisor and the Commissioner, respectively, to be held as unearned money until a partici-pating area is finally approved and then applied as earned or returned in ac-cordance with a determination of the sum due as Federal and State royalty on the basis of such approved participating area. Whenever it is determined, subject to the approval of the Supervisor, as to the wells on Federal lands, the Commissioner as to wells on State lands, 

end the Commission as to wells on patented lands, that a well drilled under this agreement is not capable of production in paying quantities and inclusion of the land on which it is situated in a participating area is unwarranted, production from such well shall, for the purposes of settlement emong all par-ties other than working interest owners, be allocated to the land on which the well is located so long as such land is not within a participating area es-tablished for the pool or deposit from which such production is obtained.

Settlement for working interest benefits from such a well shall be made as provided in the unit operating agreement.

12. ALLOCATION OF PRODUCTION. All unitized substances produced from each participating area established under this agreement, except any part thereof used in conformity with good operating practices within the unitized area for drilling, operating, camp and other production or development ourposes, for re-pressuring or recycling in accordance with a plan of development approved by the Supervisor, the Commissioner and the Commission, or unavoidably lost, shall. be deemed to be produced equally on an acreage basis from the several tracts of -20 unitized land of the participating area established for such production and, for the purpose of determining any benefits accruing under this agreement, each such tract of unitized land shall have allocated to it such percentage of said produc- 12 tion as the number of acres of such tract included in said participating area bears to the total acres of unitized land in said participating area, except that 14 allocation of production hereunder for purposes other than for settlement of the royalty, overriding royalty, or payment out of production obligations of the re-spective working interest ewners, shall be on the basis prescribel in the unit operating agreement whether in conformity with the basis of allocation herein set forth or otherwise. It is hereby agreed that production of unitized sub-stances from a participating area shall be allocated as provided herein regard-less of whether any wells are drilled on any particular part or tract of said participating area. If any gas produced from one participating area is used for repressuring or recycling purposes in enother participating area, the first gas withdrawn from such last-mentioned perticipating area for sale during the life of this agreement shall be considered to be the gas so transferred until an amount equal to that transferred shall be so produced for sale and such gas shall be allocated to the participating area from which initially produced as ,28 constituted at the time of such final production.

13. DEVELOPMENT OR OPERATION OF NON-PARTICIPATING LAND OR FORMATIONS. Any party hereto oming or controlling the working interest in any unitized land having thereon a regular well location may with the approval of the Supervisor, the Commissioner or the Commission, at such party's sole risk, costs, and expense, drill a well to test any formation for which a partici-pating area has not been established or to test any formation for which a

participating area has been established if such iduation is not within said participating area, unless within 90 days of receipt of notice from said party of his intention to drill the well the Unit Oremator elects and commentes to drill such a well in like manner as other wells are drilled by the Unit Orera-tor under this agreement.

3----If any well drilled as afore said by a working interest owner results in production such that the land upon which it is situated may properly is in-cluded in a participating area, such participating area shall be established or enlarged as provided in this agreement and the well shall thereafter be ïĊ operated by the Unit Operator in accordance with the terms of this agreement and the unit operating agreement. يرود مربع مربقت المستنف المراز المراز

If any well drilled as aforesaid by a working interest coner obtains pro-duction in quantities insufficient to justify the inclusion in a participating area of the land upon which such well is situated, such well may be operated and produced by the party drilling the same subject to the conservation re-quirements of this agreement. The royalties in arount or value of projuction from any such well shall be paid as specified in the unterlying lease and agree- 17 ments affected.

14. ROYALTY SETTLEMENT. The United States and the State of New Maximo and 19 all royalty owners who, under existing contract, are estitled to take in kini a share of the substances now unitized hereunder produced from any tract, shall hereafter be entitled to the right to take in kind their share of the unitized substances allocated to such tract, and Unit Operator, or in case of the opera-tion of a well by a working interest comer as herein in special cases provided for, such working interest owner, shall make deliveries of such royalty share taken in kind in conformity with the applicable contracts, laws, and regula-tions. Settlement for royalty interest not taken in kind shall be made by working interest owners responsible therefor under existing contracts, laws and regulations on or before the last day of each month for unitized sub-stances produced during the preceding calendar month; provided, however, that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any royalties due under their leases. 

If gas obtained from lands not subject to this agreement is in brodius

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into any participating area hereunder, for use in repressuring, stimulation of production [ ] increasing ultimate recovery, which shall be in conformity with a plan first approved by the Supervisor and the Commissioner, a like amount of Ť gas, after settlement as herein provided for any gas transferred from any ot-her participating area and with due allowance for loss or depletion from any cause, may be withdrawn from the formation into which the gas was introduced, royalty free as to dry gas, but not as to the products extracted therefron; pro-7 vided that such althdraval shall be at such time as may be provided in the plan 8 of operations or as may otherwise be consented to by the Supervisor, the Commissioner and the Commission as conforming to good petroleum engineering prac-tice; and provided further, that such right of withicaval shall terminate on the termination of this unit agreement.

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Reyalty due the United States shall be computed as provided in the opera-ting regulations and pail in value or delivered in kind as to all unitized sub- 14 stand on the basis of the amounts thereof allocated to unitized Federal land 15 as provided herein at the rates specified in the respective Federal leases, or at such lover rate or rates as may be authorized by law or regulation; pro-vided, that for leases on which the royalty rate depends on the daily average production per well, said average production shall be determined in accordance with the operating regulations as though each participating area were a single consolidated lease.

15. RENTAL SETTLEMENT. Rental or minimum royalties due on leases con-mitted hereto shall be paid by working interest owners responsible therefor under existing contracts, laws, and regulations, provided that nothing mersin contained shall operate to relieve the lessees of any land from their respec-tive lease obligations for the payment of any rental or minimum royalty in lieu thereof due under their leases. Rental or minimum royalty for lands of the United States subject to this agreement shall be paid at the rate speci-fied in the respective leases from the United States unless such rental or minimum royalty is waived, suspended, or reduced by law or by approval of the Secretary or his duly authorized representative. Rentals on State of New Mexico lands subject to this agreement shall be paid at the rates specified in the respective leases, or may be reduced and suspended upon the order of the Commissioner of Fublic Lands of the State of New Mexico pursuant to ap-plicable laws and regulations.

With respect to any lease on non-Federal last containing provisions which 1 yould terminate such lease unless drilling operations were within the time 2 therein specified commenced upon the land covered thereby or rentals paid for 3 the privilege of deferring such drilling operations, the rentals required 4 thereby shall, hotwithstanding any other provision of this agreement, be deexed 5 to accrue and become payable during the term thereof as extended by this agrees 6 ment and until the required drilling operations are commenced upon the land 7 covered thereby or some portion of such land is included within a participating 8 area.

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16. CONSERVATION. Operations hereurder and production of unitized substances shall be conducted to provide for the most economical and efficient 11 necovery of said substances without waste, as defined by or pursuant to State 12 or Federal law or regulation.

17. DRAINAGE. The Unit Operator shell take appropriate and adequate  $(\mathbf{y})$ measures to prevent drainage of unitized substances from unitized land by wells 15 on laid not subject to this agreement, or, with prior consent of the Director 16 or the Commissioner, pursuant to applicable regulations pay a fair and reason-17 able compensatory royalty as determined by the Supervisor or the Commissioner. 38 18. LEASES AND CONTRACTS CONFORMED AND EXTENDED. The terms, conditions, 19 and provisions of all leases, subleases, and other contracts relating to ex-20 ploration, drilling, development, or operation for oil or gas of lands con-21 mitted to this egreement are hereby expressly modified and amended to the ex-22 tent necessary to make the same conform to the provisions hereof, but other-23 wise to remain in full force and effect; and the parties hereto hereby con-24 sent that the Secretary and the Commissioner, respectively, shall and by their 25 approval hereof, or by the approval hereof by their duly authorized represen-26 tatives, do hereby establish, alter, change, or revoke the drilling, pro-27 ducing, rental, minimum royalty, and royalty requirements of Federal and 58 State leases committed hereto and the regulations in respect thereto to con-29 form said requirements to the provisions of this agreement, and, without 30 limiting the generality of the foregoing, all leases, subleases, and con-31 tracts are particularly modified in accordance with the following: 32

(a) The development and operation of lands subject to this agreement under the terms hereof shall be deemed full performance of all obligations

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for development and operation with respect to each and every part or separately 1 owned tract subject to this agreement, regardless of whether there is any development of any particular part or tract of the unit area, notwithstanding any-3 thing to the contrary in any lease, operating Hgreement or other contract by and between the parties hereto, or their resp/ctive predecessors in interest, К or any of them.

(b) Drilling and producing operations performed hereunder upon any tract 7 of unitized lands will be accepted and deemed to be reformed upon and for the 8 benefit of each and every tract of unitized land, and no lease shall be deemed 9 to expire by reason of failure to drill or produce wells situated on the land therein embraced.

(c) Suspension of drilling or producing operations on all unitized lands pursuant to direction or consent of the Secretary or his duly authorized re-presentative, and on all unitized lands of the State of New Mexico pursuant to the consent of the Commissioner, or his duly recognized representative shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every tract of unitized land. 

(d) Each lease, sublease or contract relating to the exploration, drill-ing, development or operation for oil or gas of lands other than those of the United States committed to this agreement, which, by its terms might expire prior to the termination of this agreement, is hereby extended beyond any such 21 term so provided therein so that it shall be continued in full force and effect 22 for and during the term of this agreement.

(e) Any Federal lease for a fixed term of twenty (20) years or any re-newal thereof or any part of such lease which is made subject to this agree-ment shall continue in force beyond the term provided therein until the ter-mination hereof. Any other Federal lease committed hereto shall continue in force beyond the term so provided therein or by law as to the land committed so long as such lease remains subject hereto, provided that production is had in paying quantities under this unit agreement prior to the expiration date of the term of such lease, or in the event actual drilling operations are commenced on unitized land, in accordance with the provisions of this egree-ment, prior to the end of the primary term of such lease and are being dili-gently prosecuted at that time, such lease shall be extended for two years and

so long thereafter as oil or gas is produced in paying quantities in accordance with the provisions of the Mineral Leasing Act Revision of 1960.

(f) Each sublease or contract relating to the operation and development 3 of unitized substances from lands of the United States committed to this agreement, which by its terms would expire prior to the time at which the underlying 5 lease, as extended by the immediately preceding paragraph, will expire, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of the underlying lease as such term is herein extended.

(g) The segregation of any Federal lease committed to this agreement is govern? 1 by the following provision in the fourth paragraph of Sec. 17(j) of the Mineral Leasing Act, as amended by the Act of September 2, 1960 (74 Stat. 781-784): "Any (Federal) lease heretofore or hereafter committed to any such 抖 (unit) plan embracing lands that are in part within and in part cutside of the area covered by any such plan shall be segregated into separate leases as to the lands committed and the lands not committed as of the effective date of unitizetion: Provided, however, That any such lease as to the nonunitized portion shall 17 continue in force and effect for the term thereof but for not less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities." 

(h) Any lease, other than a Federal lease, having only a portion of its 21 lands committed hereto shall be segregated as to the portion committed and the 22 portion not committed, and the provisions of such lease shall apply separately 23 to such segregated portions commencing as of the effective date hereof. In 24 the event any such lease provides for a lump-sum rental payment, such payment 25 shall be prorated between the portions so segregated in proportion to the acreage of the respective tracts. 27

19. COVENANTS RUN WITH LAND. The covenants herein shall be construed to 28 be covenants running with the land with respect to the interest of the parties 29 hereto and their successors in interest until this agreement terminates, and 30 any grant, transfer, or conveyance of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges 32 and obligations hereunder by the grantee, transferse, or other successor in interest. No assignment or transfer of any working interest, royalty, or other 3<sup>1</sup>/<sub>2</sub>

interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, photostatic, or certified copy of the instrument of transfer. 20. EFFECTIVE DATE AND TERM. This agreement shall become effective upon ķ approval by the Secretary and the Commissioner or their duly authorized repre-

sentatives and shall terminate five (5) years from said effective date unless (e) such date of expiration is extended by the Director and the Commis-

sioner, or

(b) it is reasonably determined prior to the expiration of the fixed term or any extension thereof that the unitized land is incarable of pro-duction of unitized substances in paying quartities in the formations tested hereunder and after notice of intention to terminate the agreement on such ground is given by the Unit Operator to all parties in interest at their last <u>\_</u>\_ known addresses, the agreement is terminated with the approval of the Director end the Commissioner, or

(c) a valuable discovery of unitized substances has been made or accepted on unitized land during said initial term or any extension thereof, in which event the agreement shall remain in effect for such term and so long as uni-tized substances can be produced in quantities sufficient to pay for the cost of producing same from wells on unitized land within any participating area established hereunder and, should production cease, so long thereafter as dili-gent operations are in progress for the restoration of production or discovery of new production and so long thereafter as the unitized substances so dis-covered can be produced as aforesaid, or

(d) it is terminated as heretofore provided in this agreement. This agreement may be terminated at any time by not less than 75 per centur, on an acreage basis, of the owners of working interests signatory hereto, with the approval of the Director and the Commissioner; notice of any such approval to be given by the Unit Operator to all parties hereto.

21. RATE OF PROSPECTING, DEVELOPMENT, AD PRODUCTION. The Director is hereby vested with authority to alter or modify from time to time in his dis-cretion the quantity and rate of production under this agreement when such quantity and rate is not fixed pursuant to Federal or State law or does not conform to any state-wide voluntary conservation or allocation program, which

is established, recognized, and generally adhered to by the majority of operators in such State, such authority being hereby limited to alteration or modifleation in the public interest, the purpose thereof and public interest to be served thereby to be stated in the order of alteration or modification. Without regard to the foregoing, the Director is also hereby vested with authority to alter or modify from time to time in his discretion the rate of prospecting and development and the quantity and rate of production under this agreement when such alteration or modification is in the interest of attaining the conservation objectives stated in this agreement and is not in violation of any applicable Federal or State law; provided, further, no such alteration or modification shall be effective as to any land of the State of New Mexico as to the rate of prospecting and development in the absence of the specific written approval thereof by the Commissioner and as to lands of the State of New Mexico or privately owned lands subject to this agreement as to the quantity and rate of production in the absence of specific written ap-proval thereof by the Commissioner.

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Powers in this section vested in the Director shall only be exercised af-ter notice to Unit Operator and opportunity for hearing to be held not less then 15 days from notice.

22. APPEARANCES. Unit Operator shall, after notice to other parties af-fected, have the right to appear for and on behalf of any and all interests affected hereby before the Department of the Interior and to appeal from cr-ders issued under the regulations of said Department or to apply for relief from any of said regulations or in any proceedings relative to operations before the Department of the Interior or any other legally constituted author-ity; provided, however, that any other interested party shall also have the right at his own expense to be heard in any such proceeding.

23. NOTICES. All notices, demands or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given if given in writing and personally delivered to the party or sent by postpaid registered mail, addressed to such party or parties at their respective ad-dresses set forth in connection with the signatures hereto or to the ratifi-cation or consent hereof or to such other address as any such party may have furnished in writing to party sending the notice, demand or statement.

24. NO WAIVER OF CERTAIN RIGHTS. Nothing in this agreement contained shall 1 be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State wherein said unitized lands are located, or of the United States, or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive.

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

26. NONDISCRIMINATION. In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), which are hereby incorporated by reference in this agreement.

27. LOSS OF TITLE. In the event title to any tract of unitized land shall fail and the true owner cannot be induced to join in this unit agreement, such tract shall be automatically regarded as not committed hereto and there shall be such readjustment of future costs and benefits as may be required on ac-count of the loss of such title. In the event of a dispute as to title as to any royalty, working interest, or other interests subject thereto, payment or delivery on account thereof may be withheld without liability for interest until the dispute is finally settled; provided, that, as to Federal and State land or leases, no payments of funds due the United States or the State of New Mexico should be withheld, but such funds shall be deposited as directed by the Supervisor and the Commissioner, respectively, to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement. 

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

NON-JOINDER AND SUESEQUENT JOINDER. If the owner of any substantial 1 28. 2 interest in a tract within the unit area fails or refuses to subscribe or consent to this agreement, the owner of the working interest in that tract may 3 4 withdraw said tract from this agreement by written notice to the Director, the Commissioner and the Unit Operator prior to the approval of this agreement by 5 6 the Director and the Commissioner. Any oil or gas interests in lands within the unit area not committed hereto prior to submission of this agreement for 7 8 final approval may thereafter be committed hereto by the owner or owners there-9 of subscribing or consenting to this agreement, and, if the interest is a working interest, by the owner of such interest also subscribing to the unit operat- 10 ing agreement. After operations are commenced hereunder, the right of subse-11 12 quent joinder, as provided in this section, by a working interest owner is subject to such requirements or approvals, if any, pertaining to such joinder, as 13 14 may be provided for in the unit operating agreement. After final approval hereof joinder by a mon-working interest owner must be consented to in writing 15 by the working interest owner committed hereto and responsible for the payment 16 of any benefits that may accrue hereunder in behalf of such non-working interest.17 Joinder by any owner of a non-working interest, at any time, must be accompanied 18 19 by appropriate joinder by the owner of the corresponding working interest in 20 order for the interest to be regarded as committed hereto. Joinder to the unit 21 agreement by a working-interest owner, at any time, must be accompanied by ap-55 propriate joinder to the unit operating egreement, if more than one committed 23 working-interest owner is involved, in order for the interest to be regarded 24 as committed to this unit agreement. Except as may otherwise herein be pro-25 vided subsequent joinders to this agreement shall be effective as of the first 26 day of the month following the filing with the Supervisor and the Commissioner 27 of duly executed counterparts of all or any papers necessary to establish ef-28 fective commitment of any tract to this agreement unless objection to such 29 joinder is duly made within 60 days by the Director or the Commissioner. 29. COUNTERPARTS. This agreement may be executed in any number of 30 31 counterparts no one of which needs to be executed by all parties or may be 32 ratified or consented to by separate instrument in writing specifically re-33 ferring hereto and shall be binding upon all those parties who have executed 34 such a counterpart, ratification, or consent hereto with the same force and 35 effect as if all such parties had signed the same document and regardless of

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whether or not it is executed by all other parties owning or claiming an in-terest in the lands within the above-described unit area. 30. SURREIDER. Nothing in this agreement shall prohibit the exercise by any working interest owner of the right to surrender vested in such party in any lease, sub-lease, or operating agreement as to all or any part of the lands covered thereby, provided that each party who will or might acquire such works ing interest by such surrender or by forfeiture as hereafter set forth, is bound by the terms of this agreement. If as a result of any such surrender, the working interest rights as to such lands become vested in any party other than the fee owner of the uni-tized substances, said party shall forfeit such rights and no further bene-3.1 fits from operation hereunder as to said land shall accrue to such party. unless within ninety (90) days thereafter said party shall execute this egree-ment and the unit operating agreement as to the working interest acquired <u>1</u>4 through such surrender. effective as though such land had remained continuously subject to this agreement and the unit operating agreement. And in the event such agreements are not so executed, the party next in the chain of title shall 17 be and become the owner of such working interest at the end of such ninety (90) day period, with the same force and effect as though such working interest had been surrendered to such party. If as the result of any such surrender or forfeiture the working interest rights as to such lands become vested in the fee owner of the unitized sub-stances, such owner may: (1) Execute this agreement and the unit operating agreement as a working interest owner, effective as though such land had remained contin-uously subject to this agreement and the unit operating agreement. (2) Again lease such lands but only under the condition that the holder of such lease shall within thirty (30) days after such lands are so leased execute this agreement and the unit operating agreement as to each partici-pating area theretofore established hereunder, effective as though such land had remained continuously subject to this agreement and the unit operating agreement. (3) Operate or provide for the operation of such land independently of this agreement as to any part thereof or any oil or gas deposits therein not

then included within a participating area.

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If the fee owner of the unitized substand's does not execute this agree-ment and the unit operating agreement as a working interest owner or again lease such lands as above provided with respect to each existing participa-ting area, within six (6) months after any such surrender or forfeiture, such fee owner shall be deemed to have waived the right to execute the unit operat-ing agreement or lease such lands as to each such participating area, and to have agreed, in consideration for the compensation hereinafter provided, that operations hereunder as to any such participating area or areas shall not be affected by such surrender.

For any period the working interest in any lands are not expressly conmitted to the unit operating agreement as the result of any such surrender or forfeiture, the benefits end obligations of operations accruing to such lands under this agreement and the unit operating agreement shall be shared by the remaining owners of unitized working interests in accordance with their respective participating working interest ownerships in any such participating area or 16 areas, and such owners of working interests shall compensate the fee owner of unitized substances in such lands by paying sums equal to the rentals, minimum royalties, and royalties applicable to such lands under the lease in effect when the lands were unitized, as to such participating area or areas.

Upon commitment of a working interest to this agreement and the unit op-erating agreement as provided in this section, an appropriate accounting and settlement shall be made, to reflect the retroactive effect of the commit-ment, for all benefits accruing to or payments and expenditures made or in-curred on behalf of such surrendered working interest during the period be-tween the date of surrender and the date of recommitment, and payment of any moneys found to be owing by such an accounting shall be made as between the parties then signatory to the unit operating agreement and this agreement within thirty (30) days after the recommitment. The right to become a par-ty to this agreement and the unit operating agreement as a working interest owner by reason of a surrender or forfeiture as provided in this section shall not be defeated by the nonexistence of a unit operating agreement and in the event no unit operating agreement is in existence and a nutually ac-ceptable agreement between the proper parties thereto cennot be consummated,

the Supervisor and the Commissioner may prescribe such reasonable and equitable 1 agreement as they deem warranted under the circumstances.

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

31. TAXES. The working interest owners shall render and pay for their account and the account of the royalty owners all valid taxes on or measured by the unitized substances in and under or that may be produced, gathered and sold from the land subject to this contract after the effective date of this agreeds derived the proceeds or net proceeds derived therefrom. The work-ing interest owners on each tract shall and may charge the proper proportion of said taxes to the royalty owners having interests in said tract, and may currently retain and deduct sufficient of the unitized substances or derivative products, or net proceeds thereof from the allocated share of each royal-ty owner to secure raimbursement for the taxes so paid. No such taxes shall be charged to the United States or to any lessor who has a contract with his lessee which requires the lessee to pay such taxes.

32. CONFLICT OF SUPERVISION: Neither the Unit Operator nor the working interest owners nor any of them shall be subject to any forfeiture, termina-tion, or expiration of any rights hereunder or under any leases or contracts subject hereto, or to any penalty or liability for delay or failure in whole or in part to comply therewith to the extent that the said Unit Operator, working interest owners or any of them are hindered, delayed, or prevented from complying therewith by reason of failure of the Unit Operator to obtain with the exercise of due diligence the concurrence of the representatives of the United States and the representatives of the State of New Mexico in and about any matters or thing concerning which it is required herein that such concurrence be obtained. The parties hereto, including the Commission, agree that all powers and authority vested in the Commission in and by any provi-sions of this contract are vested in the Commission and shall be exercised by 3ŕ it pursuant to the provisions of the laws of the State of New Mexico and

subject in any case to appeal or judicial review as may now or hereafter be 1 1 provided by the laws of the State of New Mexico. 2 2 33. NO PARTNERSHIP. It is expressly agreed that the relation of the 3 3 4 parties hereto is that of independent contractors and nothing in this agree-4 ment contained, expressed or implied, nor any operations conducted hereunder, 5 5 6 6 shall create or be deemed to have creater a partnership or association between 7 the parties hereto or any of them. 7 8 8 IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and have set opposite their respective names the date of execution. 9 9 UNIT OPERATOR ATTEST: PAN ALERICAN PETROLEUM-CORPORATION Assis DATE: Box 1410 P. 0. august 15, 1468 Oil and Gas Building Fort Worth, Texas 76101 WORKING INTEREST OWNERS ATTEST: DATE: Bν Secretary President Address ATTEST: DATE: By Secretary President Address: ATTEST: DATE: President Secretary Address: ATTEST: DATE: By Secretary President Address

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Serial No. 6 Betration         Basic Reputy is community between processing         Lase is community is co		Sec. 20: W/2 SW/4 80.00		8: NE/4 SE/4, NE/4 120. SW/4 18: SE/4 NE/4 -S. B-28-F	Sec. 19: Lote 1, 2, 3, 4, Sec. 30: Lots 1, 2, 3, 4, E/2 W/4 Sec. 31: Lots 1, 2, 3, 4, E/2 W/2 E/2 W/2	2055	Wo. Land Acres	
Marte     Overriding       Pan     American Petro- leum Corporation     K. J. Feil and wife, Norman L. Stevens, Jr.       Pan American Petro- leum Corporation     Marie A. Feil - 27, Srife, Jocelyn M. Schram and Lum Corporation       Pan American Petro- leum Corporation     Harry F. Schram and wife, Jocelyn M. Schram - 107, of 57, Ernet A. Hansen - 907, of 57, Strate, Shartige and wife, Shartige and wife, Shartige and wife, Shartige and wife, Shartige and Strange - 37, Strange - 37, Strange and Strange - 37, Strange - 37, Strange and wife, Strange - 37,			<b>2 7</b>	76		0	2 2 B	
Overriding Royalty and Percentage Percentage A. Feil - 27, farie A. Feil - 27, farie A. Feil - 27, farie, Jocelyn M. life, Jocelyn M. life, Beulah Irene ansen - 107 of 57, far, Sherrie R. Fange - 37, and range - 37, berrie R.		11 Pan American Leum Corpora		Pan American Petro leum Corporation		Normar les B. Kead Stevens	Royal ty	
		Strange and Sherrie R.	F. Schram and Jocelyn M. n - 107 of 5%; A. Hansen and Beulah Irene 1 - 90% of 5%	rcia 🤉. Lane -		K. J. Feil and wife, Marie A. Feil - 2%		

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280.00 NM-0239609 USA - All Corrine B. Grace (12.5%)	Leum	8       T-14-S, R-29-E Sec. 6:       Lots 1, 2, 3, 4, 5, 6, 7, SE/4 NW/4, S/2 NE/4, E/2 SW/4, SE/4       635.43       NM-078077       USA - 11       Frank D. Brown, Jr., Ka         10       6, 7, SE/4 NW/4, S/2 NE/4, E/2 SW/4, SE/4       635.43       5-31-70       (2)       (12.5%       H. Barksdale Brown, and Mercantile Safe Deposit Du and Trust Co., Trustees, Ka         11       Frank D. Brown, Jr., Ka       X       S-31-70       (2)       (12.5%       H. Barksdale Brown, and Mercantile Safe Deposit Du and Trust Co., Trustees, Ka         11       Ka       Sarksdale Brown, Jr., Ka       Sarksdale Brown, Jr., Ka       Sarksdale Brown, Jr., Ka         11       Sarksdale Brown, Jr., Ka       Sarksdale Brown, Jr., Ka       Sarksdale Brown, Jr., Ka       Sarksdale Brown, Jr., Ka         12       Sarksdale Brown, Jr., Ka       Sarksdale Brown, Jr., Ka       Sarksdale Brown, Jr., Ka         11       Sarksdale Brown, Jr., Ka       Sarksdale Brown, Jr., Ka       Sarksdale Brown, Jr., Ka         12       Sarksdale Brown, Jr., Ka       Sarksdale Brown, Jr., Ka       Sarksdale Brown, Jr., Ka         12       Sarksdale Brown, Jr., Ka       Sarksdale Brown, Jr., Ka       Sarksdale Brown, Jr., Ka         13       Sarksdale Brown, Jr., Ka       Sarksdale Brown, Jr., Ka       Sarksdale Brown, Jr., Ka         14       Sarksdale Brown, Jr., Sarka       Sarksdale B	7 Sec. 14: SW/4, S/2 NW/4, 280.00 NM-024759-A USA - All Ernest A. Hansen No: NW/4 NW/4 NW/4 11-30-68 (3) (12.5%)	4C:C: NM-02475) USA - All Ernest A. Hanson 11-30-68 (3) (12.5%) Ernest A. Hanson	- <u>S, R-29-E</u> 960.00 NM-2827 USA - All Pan American Petroleum 19: <u>SE/4</u> 7-31-77 (12.5%) Corporation	Tract       Description of       Number of       Serial No. &       Basic Royalty       Lessee         No.       Land       Acres       Expiration       & Ownership       of         No.       Land       Acres       Date of Lesse       Percentage       Record
None	Raymond Chorney and Wife, Joan Chorney, Joyce Wolf and hus- Joand, Erving Wolf -	Katherine S. Foster and husband, Richard R. Foster, Brook H. Duncan II and wife, Katherine F. Duncan - \$350.00 per acre production payment out of 1/32 of 8/8	None	acre production payment out of 5% None	Henry J. Folse and wife, Helen-C. Folse - \$750.00 per	Overriding Royalty and Percentage
Corrine B. Grace - 100%	. Zacha Petrol - 1007	Frank D. Brown, Jr., H. Barksdale Brown, John B. Rich & Mercantile Safe Deposit and Trust Co., Trustees - 87.343757, Larry Seaman - 6.257, John B. Rich156257, Neville G. Penrose -	Ernest A. Hansen - 100%	Ernest A. Hanson - 100%	Pan American Petroleum Corporation - 100%	Working Interest and Percentage

Tract No.	Description of Land	Number of Acres	Serial No. & Expiration Date of Lease	Basic Royalty & Ownership Percentage	Lessee of Record	Overriding Royalty and Percentage	Working Interest and Percentage
11	<u>T-14-S, R-28-E</u> Sec. 12: W/2 E/2, N/2 SW/4, Sec. 13: W/2 E/2, S/2 NW/4, <u>T-14-S, R-29-E</u> Sec. 20: E/2 SW/4 Sec. 29: W/2	1200.00	NM-02791.64 7-31-72	USA - All (12.5%)	Pan American Pecroleum Corporation	Velma M. Duncan and husband, Walter Dun- can - \$1000.00 per acre production pay- ment out of 4%; James C. Vandiver and wife, Evelyn J. Vandiver - 1%	Pan American Patroleum Corporation - 100%
12	<u>T-14-S, R-28-E</u> Sec. 24: NW/4, N/2 NE/4, SW/4 NE/4, N/2 SW/4, NW/4 Sec. 25: NE/4	560.00	NM-0279154 -A 7-31-72	USA - All (12.5%)	Sun Oil Company	Velma M. Duncan and hus- S band, Walter Duncan - 2%, James C. Vandiver and wife, Evelyn J. Vandiver - 1%	Sun Oil Co <b>mpany - 100%</b> e,
13	Sec. 25: NW/4 SW/4	40.00	NM-0317130 10-31-72	USA - All (12.5%)	Midwest Oil Corpora-	Helen Witalec and husband, Stanley Witalec - 3%	Midwest Oil Corporation
14	Sec. 14: SE/4, S/2 NE/4	240.00	NM-0402600 6-30-73	USA - All (12.5%)	Pan American Petrol«um Corporation	C. A. Mehurin and wife, Evelyn G. Mehurin - \$300 per acre production pay- ment out of 3%	Pan American Petroleum Corporation - 100%
15	Sec. 23: A11	640.00	NM-0402600-A 6-30-73	USA - All (12.5%)	Pan American Petroleum Corporation	C. A. Mehurin and wife Evelyn G. Mehurin - \$300 per acreproduction pay- ment out of 3%	Pan American Petroleum Corporation - 100%
16	<u>T-14-S, R-29-K</u> Sec. 5: Lots 1.2, S/2 NE/4	159.36	им-0416180 7-31-73	USA - All (12.5%)	Pan American Petroleum Corporation	W. C. Bolton and wife, Jacqueline L. Bolton - \$750 per acre produc- tion payment out of 5%	Pan American Petroleum Corporation - 100%
17	<u>T-14-S, R-28-E</u> Sec. 24: SW/4 SW/4	40.00	NM-0554483 7-31-74	USA - All (12.5%)	Pan American Petroleum Corporation	F. J. Bradshaw and wife, B. J. Bradshaw - 5%	Pan American Petrolaum Corporation - 100%

Exhibit "B" - East Euffalo Valley Unit Area, Chaves County, New Maxico

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Page, 3
			FXUTOTL	"B" - East Buffalo	o Valley Unit Area,	a, Chaves County, New Mexico	1co	Page 4
Tract No.	ict Description of Land	<b>Ph</b>	Number of Acres	Serial No. & Expiration Date of Lease	Basic Royalty & Ownership Percentage	y of Record	Overriding Royalty and Percentage	Working Literest and Percentage
18	<u>T-14-S, R-29-E</u> Sec. 17: S/2, S/2 NW/4, N/2	S/2 N/2, NE/4 N/2 NE/4	600.00	NM-0555291 10-31-74	USA - All (12.5%)	Pan American Petroleum Corporation	m John C. Keeler - 2%, Harold A. Witz and Wife, Sylvia Witz - 75% of 1%, W. R. Carter and wife, EMizabeth H. Carter - 12.5% of 1%, Michael Shearn - 12.5% of 1%	Pan American Petrcleum Corporation - 1007
19	<u>T-14-S, R-28-E</u> Sec. 26: N/2, SW/4		480.00	NH-0537324 6-30-75	USA - A11 (12.5%)	Pan American Petroleum Corporation	John B. Trustee Catherin Sarter J of Decem 24%, Joh Jr., Tru Jr., Tru Jstate c 1960 - 2	Pan American Petroleum Corporation - 1007
19 1	Federal Tracts: 9,270.39	-39 Acres						
na pompetere na construction de mais en la construction de construction de la construction de la construction d		ona con na manager y constant o con e commu	A CALL CALL CALL CALL CALL CALL CALL CA		an a fa a shundan an a			
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Exhibit "B" - East Buffalo Valley Unit Area, Chaves County, New Mexico

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		Exhibit '	"B" - East Buf	Buffalo Valley Unit Area	Area, Chaves County, New Mexico	0	Page 5
Tract No.	Description of Land	Number of Acres	Serial No. & Expiration Date of Lease	& Basic Royalty & Ownership se Percentage	Lessee of Record	Overriding Royalty and Percentage	Working Interest and Percentage
Stat	State Acreage						
20 <u>T-14-S</u> , Sec. 5:	-S, R-29-E 5: Lots 3 and 4	79 . 84	B-8156-75 HBP	State - 12.5%	Pan American Petroleum Corporation	Leonice Brennan and W. Irvin Brennan - 5%	Pan American Petroleum Corporation - 100%
21 Sec. Sec. Sec.	5: N/2 SE/4 8: NW/4 SW/4 18: NW/4 NE/4	160.00	B-8318-86	State - 12.5%	Pan American P⊴troleum Corporatio	. 5: N/2 SE/4 - a Spurck, Indivi lly and as Execu x of the Estate liam Spurck, dec - 4%; Zada L. Ba	Pan American Corporation
						Sec. 8: NW/4 SW/4, Sec. 18: NW/4 NE/4 - Vada Spurck, Indivi- dually and as Execu- trix of the Estate of William Spurck, deceased - 5%	ŭ, I
22 Sec.	5: SW/4 NW/4	40.00	B-8823-44 HBP	State - 12.5%	Pan American Petroleum Corporation	Milan S. Moore and Eleanor Roberts - 5%	Pan American Petroleum Corporation - 100%
23 Sec.	18: Lot 3	39.79	`В-104.18-50 НВР	State - 12.5%	Pan American Petroleum Corporation	Florence M. Gregory - 5%	Pan American Petroleum Corporation - 100%
24 <u>T-14-S</u> Sec. 35: Sec. 36:	<u>-S, R-28-E</u> 35: SE/4 NW/4 36: W/2 NW/4, SE/4 NW/4	160.00	B-10/18-85 HBP	State - 12.5%	Sun Oil Company	Vada Spurck, Indivi - Su dually and as Execu- trix of the Estate of William Spurck, deceased - 3%	Sun Oil Company - 100% nd -

Tate         Interpretation of Basic         Status of Mass         Status of Factor (Factor Network)         Status (Factor Network)         Lass (Factor Network)         Over (All Network)         Network) (Factor Network)         Interpretation (Factor Network)         Interpretation (Factor Network)         Network)         Interpretation (Factor Network)         Interpretation (Factor Network)         Network)         Interpretation (Factor Network)         Network)         Interpretation (Factor Network)         Network)         Network)	-		Exhibit "B"	' - East Buffalo Valley	Unit	Area, C. aves County, New Mexico		Page 6
11.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1	Tract No.	Description of Land		Serial No. & Expiration Date of Lease	Basic Royalty & Ownership Percentage	Lessee of Record	Overriding Royalty and Percentage	<u> </u>
Internal State	25	<u>T-14-S, R-28-E</u> Sec. 36: E/2 NE/4	80.00	B - 10424 HBP	- 12.5%	tta Coo of the Cockbu	Johney Cockburn - \$1,500,000.00 pro- duction payment out of 47.5% of 33.33%	Suetta Cockburn - 2/3 P. Dunigan - 75% of 1/3 Harrell, Jr 10% of Spears - 5% of 1/3 Harrell - 5% of 1/3
Titles, De Jest         De Jest         State         The Sec         De Jest         State         De Jest	a construction of the second	a ser e a companya da antica da Antica da antica da an	and a second	al a calendara a calendara a calendara	and a subscription of the			GULLANOIN,-EXECUTIIX-OI tate of W. S. Gullahorn 1/3
Tailing Regist NZ, NU/A SE/A, SE/A       40.12       K-175       State - 12.57       Ball Petroleum Co.       Noise A. Cuili- Sec. 11: \$/2 SU/A       Noise A. Cuili- Sec. 11: \$/2 SU/A       Bell Petroleum Co.       State - 12.57       Ball Petroleum Co.       State - 12.57       Bell Petroleum Co.       State - 12.57	26	R-29-E 3: Lot 1, NE/4 NE/4 NE/4, E/2 SW/4		0 <u>G</u> -5221-2 3-17-69		1		Pan American Petroleum Corporation - 100%
Sec. 11:         S/2         SE/A         280.00         K-267         State - 12.5%         Ball Petroleum Co.         Wei A. M 11.7%         Ball Petroleum Co.         Wei A. M 11.7%         Ball Petroleum Co.         Wei A. M 11.7%         Ball Petroleum Co.         Sec. 33:         Wei A. M 17.7%         Ball Petroleum Co.         Sec. 31:         Sec. 31:         Sec. 32:         Wei A. M 17.7%         Ball Petroleum Co.         Sec. 41:         Sec	27 7	<u>R-28-E</u> Lots 1, 2, 3, 4 N/2, NW/4 SE/4, SE/4	401,12	K-175 2-16-70	•		Myles A. Culli- gan - 1.75%; Wm. B. Barnhill and wife, Catharine	Petroleum Co
Sec. 35         NP/L, NP/L         NP/L         SN/L	28	11: S/2 SE/4 12: S/2 SW/4, NE/4 14: N/2 NE/4	280.00	K-267 3-15-70	0 1	Petroleum	A. Cu 1.75% rnh111 Cathai	Petroleum Co
see. 24: SPL/A NR/4, SPL/4 320.00 K-939 State : 12.5% Sum Oil Company None Sun Oil Company see. 25: E/2 NN/4, SN/4 NN/4 11:15-70 State : 12.5% Fain American Perroleum Avalanche Jouinal Pan American Perrol See. 19: NR/4, E/2 NN/4 240.00 K:20070 State : 12.5% Fain American Perroleum Statishing Co Corporation : 100 12:20:70 State : 12.5% Pain American Perroleum Statishing Co Corporation : 100	29	35: NE/4, N/2 NW/4, NW/4 36: W/2 NE/4, NE/4 1		K-841 10-18-70	ַר 1. וי: 1. וי	011	None	Company -
T-14-S. R-29-E Sec. 19: NE/A, E/2 NW/4     240.00     K-1011-2 12-2/0-70     State - 12.5%     Pain American Perroleum Statisting Co Corporation - S%     Avalanche Journal S%     Pain American S%	30	24: SE/4 NE/4, E/2 SW/4 SE/4, SE/ 25: E/2 NW/4, SW/4		K-939 11-15-70		011	None	Company -
		$\frac{29-E}{NE/4}$ , E/2 NW/4	240.00	K-1011-2 12-20-70			Avalanche Journal Publishing Co 5%	American poration -

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			Exhibit - "	"B" - East Buffalo	o Valley Unit Area,	Chaves County,	New Mexico	Page 7
U N N	No.	Description of Land	Number of Acres	Serial No. & Expiration Date of Lease	Basic Royalty & Ownership Percentage	Lessee of Record	Overriding Royalty and Percentage	Working Interest and Percentage
32		<u>T-14-S, R-29-E</u> Sec. 5: S/2 SE/4 Sec. 8: NW/4	240.00	K-2283 3-20-72	State - 12.5%	Superior Oil Co.	None	Superior Oil Co 100%
33		Sec. 20:	320.00	K-2852-1 11-20-72	State - 12.5%	Pan American Petroleum Corpora: tion	L. C. Harris and wife, Marion V. Harris - \$750.00 per acre pro- duction payment out of 5%	Pan American Petroleum Corporation - 100%
34		<u>T-14-S, R-23-E</u> Sec. 35: S/2 Sec. 36: S/2	640.00	L-179 8-15-77	State - 12.5%	Pan American Petro- leum Corporation	None	Pan American Petroleum Corporation - 1007
5 3		<u>T-14-S, R-29-E</u> Sec. 32: All	640.00	L-130 8-15-77	State - 12.5%	Pan American Petrc- leum Corporation	None	Pan American Petroleum Corporation - 170%
36		Sec. 8: NE/4, NW/4 SE/4, S/2 S/2 Sec. 18: Lots 2, 4, SW/4 NE/4, SE/4 NW/4	519-58	L-650 2-20-78	State - 1.2.5%	Pan American Petro- leum Corporation	None	Pan American Petroleum Corporation - 100%
37		<b>T-14-S, R-28-E</b> Sec. 2: SW/4, SW/4 SE/4, NE/4 Sec. 12: SE/4 Sec. 12: SE/4 NE/4, E/2 SE/4 Sec. 13: N/2 NW/4, E/2 E/2	600. 00	L-727 3-19-78	State - 12.5%	Pan American Petrcleum Corporation	None	Pan American Petroleum Corporation - 100%
38		T-14-S, R-29-E Sec. 5: SW/4, SE/4 NW/4 Sec. 17: NW/4 NW/4	240.00	L-728 3-19-78	State - 12.5%	Pan American Petroleum Corporation	None	Pan American Petroleum Corporation - 100%
	State	Tracts: 5,759.84 Acres						
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Text         Description         factor inform          factor inform		Exhibit "E"	r Ha S t	Buffalo Valley Unit Area, Chaves County, New Mexico	ew Mex1co	Page 8
Pres Accesse Sec. 7:         VI VI VI VI VI Sec.         Superior Oil (a):         Name Sec.	Description Land	Number Acre	Serial No. & Expiration Date of Lease		Overriding Royalty and Percentage	Working Interest and Percentage
9 <u>1.14.5, E-35.4</u> sec. 7; E/2         300.00         5-2.72         thes Robits - 3.123         Separtor 0.1 Co.         Non           2-13.78         Goy X, (Juli) - 2-14-73         Goy X, (Juli) - shain, State and A.2732         En American Balancia State Barning A.2732         Bon Barning A.2732         Non           Per Tract:         30.00 Arrest Federal State         9.270.39 Arrest 5.759.04 - 15.350.23 Arrest         Bon Barning Arrest 13.350.23 Arrest         Bon Barning Arrest 13.350.23 Arrest         Non	Fee Acreage					
2-13-78     Giyth, 0'Dill - Bercham, Orr, 2-14-73     Bercham, Orr, Bercham, Orr, and Adys, Orco Daan, of Enroleum Orr, Bercham, Orr, 4-4375     Some Adys, Orco Daan, of Enroleum Orr, and Adys, Orco Daan, of Enroleum Orr, Adys, Orr, Barcian, Some Adys,	39 <b>T-14-S</b>	320.00	5-2-72	Robbins - 3.125%		Co.
State         State <th< td=""><td></td><td></td><td>2-23-78 2-14<b>-</b>73</td><td></td><td></td><td>Pan American Petroleum Corporation - 75%</td></th<>			2-23-78 2-14 <b>-</b> 73			Pan American Petroleum Corporation - 75%
Tree Tract:         320.00 Arres           State:         -<				American - er		•
voal         Federal         9,270.39         Acres           Fee         5759.84         "         15,350.39         Acres           15,350.33         Acres         15,350.43         Acres         15,350.43         Acres	Fee Tract: 320.00	С. С. 1	Ĵ			
state         9,7270.49           Fee         320.00           15,390.23         Acres						
15,350.73 Acres	= _	9,270.39 Acres 5,759.84 " 320.00 "				
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#### KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHERFAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

		BELL PETROLEUM COMPANY,
		$\mathcal{D} \mathcal{D} \mathcal{D}$
· ·		By A. Tack
		Its: President
		Fleshent Call
· .		Attacts (
		Attast:
	•	
		Secretary
	•	
COUNTY OF LOS ANGELES The foregoing inst	) trument was acknowle	edged before me this <u>22nd</u> dey of
COUNTY OF LOS ANGELES The foregoing inst August Company. My Conmission expires: July 13, 1970	) trument was acknowle 1968 by R. L. P OFFICIAL SEAL AGNES GREE NOTARY FUBLIC - CALL PATHORPAL OFFICE LOS ANGELES COU	Packer, President of Bell Petroleum
COUNTY OF LOS ANGELES The foregoing inst August Company. My Commission expires: July 13, 1970	) trument was acknowle 1968 by R. L. P OFFICIAL SEAL AGNES GREE NOTARY FUBLIC - CALL PATHORPAL OFFICE LOS ANGELES COU	N FORNIA IN NY Notary Public in and for
COUNTY OF LOS ANGELES The foregoing inst August Company. My Confission expires: July 13, 1970	AGNES GREE NOTARY FUBLIC - CALI PARICIPAL OFFICE LOS ANGELES COU My Commission Expires July 13, 1	N FORNIA IN NY Notary Public in and for
COUNTY OF <u>LOS ANGELES</u> The foregoing inst <u>August</u> Company. My Conmission expires: July 13, 1970 STATE CF	AGNES GREE NOTARY FUBLIC - CALI PARICIPAL OFFICE LOS ANGELES COU My Commission Expires July 13, 1	N FORNIA IN NY Notary Public in and for
Argust Company. My Condission expires: July 13, 1970 STATE CF COUNTY OF The foregoing inst	) trument was acknowle 1968 by R. I. P OFFICIAL SEAL AGNES GREE NOTARY FUBLIC - CALL PARTICIPAL OFFICE LOS ANGELES COU My Commission Expires July 13, 1 ) ; ; ; ; ; ; ; ; ; ; ; ; ;	N FORNIA
COUNTY OF LOS ANGELES The foregoing inst August Company. My Commission expires: July 13, 1970 STATE CF COUNTY OF The foregoing inst	) trument was acknowle 1968 by R. I. P OFFICIAL SEAL AGNES GREE NOTARY FUBLIC - CALL PARTICIPAL OFFICE LOS ANGELES COU My Commission Expires July 13, 1 ) ; ; ; ; ; ; ; ; ; ; ; ; ;	Packer. President of Bell Petroleum N FORNIA NY Notary Public in and for 1970 Los Angeles County, Californi edged before me this day of
COUNTY OF LOS ANGELES The foregoing inst August Company. My Conmission expires: July 13, 1970 STATE CF COUNTY OF The foregoing inst	) trument was acknowle 1968 by R. I. P OFFICIAL SEAL AGNES GREE NOTARY FUBLIC - CALL PARTICIPAL OFFICE LOS ANGELES COU My Commission Expires July 13, 1 ) ; ; ; ; ; ; ; ; ; ; ; ; ;	Packer. President of Bell Petroleum N FORNIA NY Notary Public in and for 1970 Los Angeles County, Californi edged before me this day of

#### KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

By\_

Its:

Attest:

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth in its acknowledgement.

Ernest Hanson

Swinh Jam Beulah Irene Harson

STATE: OF A MENI MEXICO ) COUNTY OF LIDVES

The foregoing instrument was acknowledged before me this 30 th day of justs , 1968 by Ernest Hanson and wife, Beulah Irene Hanson

Commission expires: 1-

COUNTY OF

1 Fau Notary Public in and for CHAVES County, M.

STATE OF

The foregoing instrument was acknowledged before re this \_\_\_\_ day of \_\_\_\_\_, 1968 by \_\_\_\_\_\_

My Commission expires:

of

Notary Public in and for County,

# KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby ocknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement", and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffelo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREPORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth in its acknowledgement.

to all and a	Mercantile Safe Deposit and Trust
Frank D. Brown, Jr., Trustee	Company, Trustee,
to sastulo man	By: Thu Junit
H. Barksdale Brown, Trustee	R. M. SMITH
B-Ray V2	Its: VICE PRESIDENT
John B. Rich, Individually and Trustee	
For Poplar	Attest: C. & Alicerneren
Herrict R.G. Rich	TRUST OFFICER
Larry Seaman Varial Socimen	
Larry Seaman Varia Socimen	
Seaman	
STATE OF TESS	
COUNTY OF Taxant	
The foregoing instrument, was, ackn Ant. 1968; 59 (1944)	nowledged before me this <u>13th</u> day of <u>y Seaman and wife</u> , <u>Rufu H Seaman</u> .
	MElvin B. Wilde
My Commission expires:	Notary Public in and for
	County,
	My Commission Expires June 1, 1992
60UUT.	MELVIN B. WILDE Notary Public, Tarrant County
My Commission expires	Der at (1) startes
	Notary Public in and for
	Anne angelie County, Maglace

Notary Public

+ STATE OF mas COLINYY OF Him The fore me this \_\_\_\_\_\_, 1968, by \_\_H. Barksdale Brown, Trustee 11th day of Commission expires: in and for County, Notary Publ mil Jake of ... تقلق و STATE OF Cit, COUNT The foregoing instrument was acknowledged before me this <u>117h</u> day of <u>1968</u>, by John B. Rich, Individually and Trustee, and wife, Margart R.G. Rich. Wilencer My Commission expires Notary Fublic in and f County, May in Ũ Sector Contractor STATE OF THYSE COUNTY OF Tarrant The foregoing instrument, was acknowledged before me this  $13^{-h}$  day of n.t., 1968; **by** <u>Marry Seaman and wife</u>, <u>Rudu H Seaman</u> Ruty H Seaman . B. Wilde Elvin My Commission expires: Notary Public in and for County, My Commission Expires June 1, 1969. C0U117 MELVIN B. WILDE Notary Public, Tarrant County

N V

# KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whather one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalt overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

Lanes P. Dunigan mal Justine Harrell Anne B. Dunigan 20 Schullshorn IXXX an Jóe B. Harrell, Jr. Nan S. Gullahorn, undividually and as Executrix of the Estate of W. S. Gullahorn, Marie Han Axtantx deceased. Marie Harrell Bubba Spears Lois Spears STATE OF COUNTY OF • ) The foregoing instrument was acknowledged before me this \_ (. day of , 1968 by James P. Dunigan and wife, Anne B. Dunigan. My Conclission expires: Notary Public in and for County, STATE OF COUNTY OF The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_, 1968 by \_\_\_\_ of. My Commission expires: Notary Public in and for County,

STATE OF COUNTY OF \_ The foregoing instrument was acknowledged before me this 27 day of Marie Harrell. Ocommission expires: )orders Notary Public in and for ) County, 6 COUNT STATE OF ; COUNTY OF (. The foregoing instrument was acknowledged before me this day of n 1968, by Bubba Spears and wife, Lois Spears My Commission expires: Notary Public in and for County, \_ 54 CUU i milinationa STATE OF COUNTRY OF . The foregoing instrument was acknowledged before me this 1842 day of August 1968, by F. M. Harrell and wife, Justine Hairell. ky commission expires: GLADYS CRUMP Notary Public in and for County, Deipas :: CON STATE OF 5 COUNTY OF The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of , 1968, by Nan S. Gullahorn, Individually and as Executrix of the Estate of W. S. Gullahorn, deceased. My Commission expires: J. Notary Public in and for 1 14 6 /\_\_\_ County, \_\_\_/ COUNT Amount

# KNON ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth in its acknowledgement.

Neveille G. Penrose

XXXXXXX Archary Lola Zachary

By Its Attest:

STATE OR COUNTY OF

Condission expires:

Mv

STATE OF

COUNTY OF

A TOP AND THE

The foregoing instrument was acknowledged before me this //thay of

ary Public in and for L\_ County

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1968 by \_\_\_\_\_,

)

My Commission expires:

of

. E

Notary Public in and for \_\_\_\_\_ County,

STATE OF TN 2 COUNTY OF ŕ The Foregoing instrument was acknowledged before me this MAC, 1968, by J. M. Zachary and wife, Lola the day of Zachary .  $\overline{\mathcal{O}}$ My Commission expires: CARMEN RIOS, Notary Public in and for Torizh County, Texas Ny commission expires June 1, 1969 Hotory Public in and for 11 ÷ 63. . . . . . . . .

# KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undereigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and dose hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

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Norman L. Stevens Jr.						
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STATE OF NEW MEXICO )		•				
COUNTY OF CHAVES )						
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September, 1968 b	y Charl	es B. Read	and wif	e, Jear	Read.	) <b>L</b>
My Commission expires:			·			
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August 22, 1972		1507-633				
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STATE OF )		<u>C</u> ledged befo	haves bre re t	Co	ounty, <u>N</u>	

Notary Public in and for County,

€ 2 STATE OF NEW MEXICO COUNTY OF \_\_\_\_\_CHAVES The Iorce Sepresher My Commission expires: Com Marianne S. The foregoing instrument was acknowledged before me this 23rd day of an and wife, \_\_\_\_\_\_\_\_, 1968, by Norman L. Stevens, Jr. and wife, \_\_\_\_\_\_\_St 1 j Stevens. Notary Public in and for <u>Chaves</u> County, New Me Ser 1 County, New Mexico ١. ц. **1** I CARLON CONTRACTOR < iيد الحوالة , t

# KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment intersats hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the Sast Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

			SUN OIL COMPANY,		
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COUNTY OF The foregoing inst: My Commission expires: STATE OF STATE OF COUNTY OF COUNTY OF DALLAS Movember	) rument was act , 1968 by)) rument was act , 1968 by	knowledged Cecil A. C	otary Public in	and for County, 6th day o , Agent	£

# KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Ares, and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned cwner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to safi Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

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STATE OF 7/10	d hik	/ )		
The fore	going instrumen	nt was acknow 968 by <u>Maggie</u>	ledged before me this $\frac{24}{2}$ . Suetta Cockburn, a widow,	THUTATOOAT
My Commission e			n new set a state of the set of t	
<u></u>	<i>i L.</i>	<b>-</b> .	Notary Public in and Eddy Cou	for
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# KNOW ALL MEN BY THESE PRESTATS:

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WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, of the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

K. Z. Feil	
Marie at il	By
Marie A. Feil	
	Its:
a the states of the second	
Winning	Attest:
STATE OF 1220 )	
COUNTY OF 1/11/ )	
	nowledged before me this $3 < day of$
The foregoing instrument was ackn	nowledged before me this <u>3</u> day of J. Feil and wife, Marie A, Feil
The foregoing instrument was acknown, 1968 by <u>K.</u> My Commission expires:	J, Feil and wife, Marie A, Feil
The foregoing instrument was acknown in the foregoing for the second sec	J. Feil and wife, Marie A. Feil
The foregoing instrument was acknown, 1968 by <u>K.</u> My Commission expires:	J. Feil and wife, Marie A. Feil
The foregoing instrument was acknown, 1968 by <u>K.</u> My Commission expires:	J. Feil and wife, Marie A. Feil
The foregoing instrument was acknown, 1968 by <u>K.</u> My Commission expires: <u>My Commission expires</u> : <u>My Commission expires</u> :	J. Feil and wife, Marie A. Feil
The foregoing instrument was acknown, 1968 by <u>K.</u> My Commission expires: <u> </u>	J. Feil and wife, Marie A. Feil Notary Public in and for County,
The foregoing instrument was acknown, 1968 by <u>K.</u> My Commission expires: <u> </u>	J. Feil and wife, Marie A. Feil Notary Public in and for County,
The foregoing instrument was acknown, 1968 by <u>K.</u> My Commission expires: <u> </u>	J. Feil and wife, Marie A. Feil Notary Public in and for County,

### KNUW ALL MEN BY CHESE PRESENTS:

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WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

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IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth in its acknowledgement

Marcie P. Lans Marcia P. Lane

 			By
			Its:
			Attest:
000 NG 9		 	
LOU I WANN	STATE OF $(i+1FcRN_1)$		ار پر این
ROLLE C STATE OF STATE OF	COUNTY OF <u>Les Diversus</u> ) S The foregoing instrument was <u>S</u> <u>1968</u> by	acknowled	dged before me this $\frac{25^{-44}}{25^{-4}}$ day of Marcia P. Lane
	My Commission expires:		Care Clorenan
	y <del>γ<sup>-1</sup> Ny Contrast on the parts Negless 24, 19/1</del> ∞		Notary Public in and for County,
	STATE OF		•
	COUNTY OF)		
	, 1968 by	acknowled	dged bofore-me this day of
a na sa	of		•
	My Commission expires:		
			Notary Public in and for

County,

# KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

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	COUNTY OF	CHAV foregoin July	YES g instrum	) ) nent was 1968 by	acknowled Harry F.	ged before Schram and	me this	20th day	of Schram
	COUNTY OF	CHAV foregoin	YES g instrum	) ) nent was 1968 by	acknowled Harry F.	ged oefore Schram and	me this	29th day	of Schram
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	COUNTY OF TH My Commis Marc STATE C? COUNTY OF	CHAV e foregoin July sion expire th 29, 1971	g instrum es: g instrum	1968 by	Acknowled	Schram and Notary C	wife, Joca <i>lin</i> Public in a haves	and for County,	Schram IIII N. M.
	COUNTY OF Th My Commiss Marc STATE CF COUNTY OF The	CHAV c foregoing July sion expire th 29, 1971 c foregoing of	g instrum es: g instrum	1968 by	Acknowled	Schram and Notary C	wife, Joca Public in a haves (	and for County,	Schram IIII N. M.
	COUNTY OF Th My Commiss Marc STATE CF COUNTY OF The	CHAV e foregoin July sion expire th 29, 1971	g instrum es: g instrum	1968 by	Acknowled	Schram and Notary C	wife, Joca Public in a haves (	and for County,	Schram IIII N. M.

#### KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the unders) gned owner (whether one or more) of working interests hereby acknowledges is eipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

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WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by s id Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unif Freement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

By\_

Its:

Attest:

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth in its acknowledgement.

ange Sherrie R. Strange

STATE OF COUNTY OF

d.	The	foregoing	instrument was	acknow	vledged before me	this day of	
						Sherrie R. Strange	

My Commission expires: RUTH SCHRECKENDACH, No My Commission Dispires Sept.	tary Public 23, 1970		
		Notary Public in and	i for Min SCI RECKENSA
STATE CF	>		MARY PUBLIC - CALIFOR OTINCIPAL OFFICE IN
COUNTY OF	)		KERN COUNTY
The foregoing i	nstrument was ackno , 1968 by	wledged before we this	day of
~£			

My Commission expires:

~~~ SUC - CALIFORNIA

#### KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

W EREAS, the undersigned represents that it is the owner of a royalty, overrid is royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITEESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth in its acknowledgement.

Helen C. Folse

By Its Attest:

a oil

STATE OF Louisiance ) Onleans ) COUNTY CF

| The foregoing inst     | rument was a | icknowledged before we this $\angle 7 - d_{3y}$ of                                |
|------------------------|--------------|-----------------------------------------------------------------------------------|
| 1.5264                 | _, 1968 by _ | Henry J. Folse and wife, Helen C. Folse                                           |
| My Commission expires: |              |                                                                                   |
| - CE dunth             |              | Robert H. Burton II                                                               |
|                        | ******       | Notary Public in and for                                                          |
|                        |              | Silleping County, Ma                                                              |
| STATE CF               | `)           | ROBERT H. BURTON, 11                                                              |
| COUNTY OF              | )            | Notary Public, Parish of Origans, States and<br>My Commission is issued for life. |

|     | *******   |                |                        |      |        |
|-----|-----------|----------------|------------------------|------|--------|
| The | foregoing | instrument was | acknowledged before me | this | day of |
|     |           | , 1968 by      |                        |      |        |
|     | of        |                |                        |      | •      |

My Commission expires:

| Notary |  |      | for |
|--------|--|------|-----|
|        |  | Cour | άv. |

## KNOW ALL MEN BY THESE PRESENTS:

THAT, WEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

| ÷ • ; |                                     |                                              |                                              |
|-------|-------------------------------------|----------------------------------------------|----------------------------------------------|
|       | 11-A 1 A B                          |                                              | · •                                          |
|       | Nelliongs Aralis                    |                                              |                                              |
| ·     | Katherine S. Foster                 |                                              |                                              |
| *     | Vice and Millione Sitters           | р ву                                         |                                              |
|       | Richard R. Foster                   |                                              |                                              |
|       | Proster Councerta                   | Its:                                         |                                              |
|       | Brook H. Duncan II                  |                                              |                                              |
|       |                                     | Attest:                                      |                                              |
| -     | Katherine F. Duncan                 |                                              |                                              |
|       | Kallinia F. Duncan                  |                                              |                                              |
|       |                                     |                                              |                                              |
| *     | Death certificate attached          |                                              |                                              |
|       |                                     |                                              |                                              |
|       |                                     | · · ·                                        |                                              |
|       | (Jarie OF Journey)                  |                                              | here .                                       |
|       | COUNTY OF)                          |                                              |                                              |
|       | The foregoing instrument was ac     | knowledged before me this 17th day of 1      |                                              |
|       |                                     | atherine S. Foster and lusband- the chard-R. | 275to                                        |
|       | My Commission expires:              | AF 15                                        |                                              |
|       | at death                            | Willer Ater, for 0:                          | <u>.                                    </u> |
|       |                                     | Notary Public in and for                     | 111.                                         |
|       |                                     | 0000000,                                     | -                                            |
|       | STATE OF fourine :                  |                                              | ۰.                                           |
|       | COUNTY OF Min :                     |                                              | •                                            |
| •     | COUNTY OF                           | i i i i i i i i i i i i i i i i i i i        |                                              |
|       | The foregoing instrument was acknow | ledged before me this 19th day of            | •                                            |
| 4     | am 2 1918                           | hu                                           |                                              |
|       | , 19 <u>67</u> ,                    |                                              |                                              |
|       | Brook H. Duncan II an               | nd wife, Katherine F. Duncan                 |                                              |
|       |                                     | Real Hand                                    |                                              |
|       | My Commission Expires:              | Willia Mer M                                 | -                                            |
| •     | al docto                            | Notary Public in any for                     |                                              |

| 2000 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - |                                                                                                                  | · · · · · · · · · · · · · · · · · · ·                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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| стория <b>на кандина</b><br>Стородски и правити<br>Правити стородски и правити                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | * ,                                                                                                              | CITY OF NEW OR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | LEANS                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| la alexa (promite)<br>bay Christiany Ly                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                  | STATE OF LOUIS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                | CITY NO COOOMADO 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| ي به تر مسمند، م غرب<br>م                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                  | CERTIFICATE OF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | DEATH                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| - ADONNE DATA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 20. Lord Rano of Deceated                                                                                        | 1b. Pirat Natao                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Ic. Second Ranio                                                                               | 2a. Month Day Vent 11.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| NA PECEVCED NAV                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | FOSTER                                                                                                           | RICHARD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Rushton                                                                                        | Direct 9- 39. 66 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| a second s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | C. Sett- Mala or Female                                                                                          | A. Color or Race                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 6. Married W Never Line                                                                        | and the second se |
| oligio er print namae.<br>Socia ers anmerais                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 17 - 10                                                                                                          | White                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1 51                                                                                           | ried [] Co. New of Lander 21.5 . Os. Lange                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| t morner of Conth.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 7. Date of Divis of Deceared                                                                                     | 18. Age of Deceased   It todat 24 H                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 이 집에 있는 것 같아요. 이 이 비싸지 않는 것 같아요.                                                               | State) [ 26. Childen of Simt Crimtry                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Section box 22 188                                                                                               | Yers Moaths Days Hours Life                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Pass Christia                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Color totte di witting life, eren il retirel)                                                                    | 105. Lind of Industry or Business                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 111. Who Dectased ever in i                                                                    | J.S. Ard. M Forena 7 Phil. Echal State                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| · · ·                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Pi-asident                                                                                                       | Foster Co.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | (Les, no, or<br>unknown) sylil (11 yes,                                                        | cervice) (123-10-6771                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| and the second s | 122. City, Town, or Location                                                                                     | 1703101 20.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 12b. Patish                                                                                    | 12c. Longe of Loy Saller Octors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| CE OF DEATH                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | NEW ORLEANS                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ORLEANS                                                                                        | 75 Maria 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 124 Perma co-Hospital or Institution                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ive street address or location)                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| n (* 1977)<br>1979 - Sannara Difference (* 1990)<br>1979 - Sannara Difference (* 1990)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | TOURS Inform                                                                                                     | APU.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                | 7 Devis                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| UNAL RESIDENCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 182 City of Town-                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 100. 12003                                                                                     | 106 State                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| ) DECEASED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | New Orlean                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Orleans                                                                                        | Louisinni                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Litricated Hurd.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 13d. Street Address(ff saral give)                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 13c. Is itesidence inside C<br>Limita?                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Sector Contains (1995)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 10 Audubo                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Yes [G- No ]]                                                                                  | Yes [] 110 []                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| NAMEN TS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 14a. Numbel Father                                                                                               | 140. Brithboe of Faiter (City at i State)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 15a. Liniden Name of Mot                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| a a construction of the second second                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Bearge Rushion Fos                                                                                               | to state ' when the first first and the state of the stat | MEN Grovers                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| CECCRETARY'S                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | I certify that the obove rinted<br>information is true and correct                                               | Naturo et Informent and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                | 10/1 9-30-66                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| TIFICATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | to the best of my knowledge.                                                                                     | 1.10L~~//(.~.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 15:30 27171: 27: 1                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| USEL OF DEATH                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 14.<br>Part I. Death Was Caused By:                                                                              | Cerchart                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | - Plan p                                                                                       | Interval Detroit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| linter only eas cause per                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Immediate Cauzo (a)                                                                                              | - Cier Divile /                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 10mm Since                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| (c) (a), (b) and (c)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Conditions, if any<br>solicit cars vise to Due to                                                                | - Amalia                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Or Ininall                                                                                     | none                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| 3321                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | in Part I(c)                                                                                                     | <u> </u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <u>),</u>                                                                                      | Yes 🗌 🔤 🔤                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                  | le 195. Describe How Injary Occui                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Enter naturo of injury in                                                                      | Part 1 or Part 11 of Rep. 17.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
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| ot such class                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | lie. Time of Hear Month, Day, Ye<br>Islary 0.51.                                                                 | G                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| EDVICE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | p. 17.                                                                                                           | lace of Irjury (e. p., in or about home,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Line City Diama and analysis                                                                   | Paris Santo                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| مرور می من                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Work 📑 At Work 🗍 [<br>1 2013 erzy dát l anerati La Games]                                                        | [and that death occurred   21a. Signa                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ture of Pily jeizh                                                                             | 215. Date of Siguature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| CONTRACTOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 177-2- 1202:46                                                                                                   | and that death occurred Zin. Signs<br>on the date and hour                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | nani salarin                                                                                   | × 12.2. Marta 13                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| ان والم المراجع من المراجع من المراجع المراجع المراجع المراجع المراجع المراجع المراجع المراجع المراجع المراجع<br>المراجع المراجع br>المراجع المراجع                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Listnevel - 1 - 7-39-56                                                                                          | Melairie-New Dr<br>125. Parisher Lisce                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 126. Date of Lance                                                                             | AAT. Simanue . Deraty he                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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| Pis 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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CHARTER THAT THE ABOVE IS A TRUE COPY OF THE ORIGINAL RECORD DULY RECORDED TO THE CENTER OF THE REGISTRAR OF BIRTHS, MARRIAGES AND DEATHS FOR THE PARISH

TITLD AND CONT OF HEN OFLEANS. 

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Mane .

#### KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and doe's hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

| Rand Chromen                                                                            |                                                     |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------|
| Raymond Chorney<br>Gan Charney                                                          | By                                                  |
| Joan Chorney                                                                            | Its:                                                |
|                                                                                         | Attest:                                             |
|                                                                                         |                                                     |
|                                                                                         |                                                     |
|                                                                                         |                                                     |
| STATE OF WYOMING )                                                                      |                                                     |
| The foregoing instrument_was-                                                           | acknowledged before me this 6th day of              |
| My Commission expires                                                                   | Raymond Chorney and wife, Joan Chorney .            |
| County of State of<br>Natrona Wyoming<br>My Commission Expires Feb. 2, 1971<br>STATE CF | Notary Public in and fir<br>Natrona County, Wyoming |
| COUNTY OF )                                                                             |                                                     |
| The foregoing instrument was, 1968 by                                                   | acknowledged before we this day of;;                |
| of                                                                                      | ······································              |
| My Commission expires:                                                                  |                                                     |
|                                                                                         | Notery Public in and for<br>County,                 |

#### KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

| and the first                                             |                                                                                                                 |           |      |                                       |                 |                                                                                                                 |                  |                            |       | and the second se                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|-----------|------|---------------------------------------|-----------------|-----------------------------------------------------------------------------------------------------------------|------------------|----------------------------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Joyce Wolf                                                | 7                                                                                                               | •<br>     | B    | · · · · · · · · · · · · · · · · · · · | те              |                                                                                                                 |                  |                            |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Erving Wolf                                               |                                                                                                                 |           | I    | 8:                                    |                 |                                                                                                                 |                  | -                          |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                                           | en der Konstant                                                                                                 | 1997 - A. | A    | test:                                 |                 |                                                                                                                 |                  | :<br>:<br>:                |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                                           | a second a second a                                                                                             | -<br>     |      |                                       |                 | 1                                                                                                               |                  |                            |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                                           | ану — Стала ани стала |           |      |                                       |                 | a de la compañía de l |                  | •                          |       | and the second                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| STATE OF COLORADO                                         |                                                                                                                 |           |      |                                       |                 |                                                                                                                 |                  | 1<br>2<br>4 - 12 - 41<br>2 | н<br> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| COUNTY OF DENVER<br>The foregoing instrumen<br>August, 19 |                                                                                                                 |           |      |                                       |                 |                                                                                                                 |                  |                            | f     | د.<br>در                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| My Coumission expires:                                    | La construction de la construcción  |           |      | Man                                   |                 | <u>7</u> 7                                                                                                      |                  |                            |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                                           |                                                                                                                 |           |      | Notary                                | Public<br>Denve | : in<br>r                                                                                                       | and fo<br>County | , <u>C</u>                 | olora | de                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| STATE CF                                                  | _)<br>_)                                                                                                        |           |      |                                       | •               | •                                                                                                               |                  |                            |       | A second second second                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| The foregoing instrumen, 19                               | t was a<br>68 by                                                                                                | cknowle   | edge | l befor                               | e me ti         | nis                                                                                                             |                  | day                        | of    | and all and the second                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| of                                                        | . 1                                                                                                             |           |      |                                       |                 | 1                                                                                                               |                  |                            | ٠     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| My Commission expires:                                    |                                                                                                                 |           |      |                                       |                 |                                                                                                                 |                  |                            |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| My Commission expires:                                    |                                                                                                                 |           |      | Notary                                | Public          |                                                                                                                 | and fo<br>County |                            |       | 1. S. Martin and M. Martin and M<br>Martin and M. Martin and M<br>Martin and M. Martin and M<br>Martin and M. Martin and M<br>Martin and M. Martin and |

# KNOW ALL MEN BY THESE PRESENTS:

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THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

| Velma M. Duncan                                                                                                                                                                                     |                                   |                              |                            | <u>م</u><br>ب م |                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|------------------------------|----------------------------|-----------------|-------------------------------------------------|
| _ ( WATU DUMKA                                                                                                                                                                                      | 111                               |                              | Ву                         |                 |                                                 |
| Walter Duncan                                                                                                                                                                                       |                                   | ,                            | 1<br>1<br>1                |                 |                                                 |
|                                                                                                                                                                                                     |                                   |                              | Its:                       |                 |                                                 |
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|                                                                                                                                                                                                     |                                   |                              |                            |                 |                                                 |
|                                                                                                                                                                                                     |                                   |                              |                            |                 |                                                 |
| STATE OF COLORADO                                                                                                                                                                                   | 3                                 |                              | •                          |                 | •                                               |
| GIUN AL COROUNDO                                                                                                                                                                                    |                                   |                              |                            |                 |                                                 |
| COUNTY OF DENVER                                                                                                                                                                                    |                                   |                              | а<br>-<br>-                |                 |                                                 |
| COUNTY OF DENVER                                                                                                                                                                                    | ument was                         | acknowled                    | ged before m               | e this 13       | th day of                                       |
|                                                                                                                                                                                                     |                                   |                              |                            |                 |                                                 |
| COUNTY OF DENVER                                                                                                                                                                                    |                                   |                              | Duncan and h               | usband, Wa      | lter Duncan                                     |
| COUNTY OF <u>DENVER</u><br>The foregoing instru-<br><u>September</u><br>My Commission expires:                                                                                                      |                                   |                              | Duncan and h               | usband, Wa      | lter Duncan                                     |
| COUNTY OF DENVER<br>The foregoing instru<br>September                                                                                                                                               |                                   |                              | Duncan and h               | usband, Wa      | lter Duncan                                     |
| COUNTY OF DENVER<br>The foregoing instru-<br>September<br>My Commission expires:<br>My Commission expires:                                                                                          |                                   |                              | Duncan and h               | usband, Wa      | lter Duncan                                     |
| COUNTY OF DENVER<br>The foregoing instru-<br>September<br>My Commission expires:<br>My Commission expires:<br>STATE OF                                                                              |                                   |                              | Duncan and h               | usband, Wa      | lter Duncan                                     |
| COUNTY OF DENVER<br>The foregoing instru-<br>September<br>My Commission expires:<br>My Commission expires:                                                                                          |                                   |                              | Duncan and h               | usband, Wa      | lter Duncan                                     |
| COUNTY OF DENVER<br>The foregoing instru-<br>September<br>My Commission expires:<br>My Commission expires:<br>My Commission expires Aug. 26, 1972<br>STATE OF<br>COUNTY OF<br>The foregoing instru- | , 1968 by)<br>)<br>)<br>ument was | <u>Velma N.</u><br>acknowled | Duncan and hu<br>Notary Pu | usband, Wa      | <u>lter Duncan</u><br>d for<br>ounty,<br>day of |
| COUNTY OF DENVER<br>The foregoing instru-<br>September<br>My Commission expires:<br>My Commission expires:<br>My Commission expires Aug. 26, 1972<br>STATE OF<br>COUNTY OF<br>The foregoing instru- | , 1968 by)<br>)<br>)<br>ument was | <u>Velma N.</u><br>acknowled | Duncan and hu<br>Notary Pu | usband, Wa      | <u>lter Duncan</u><br>d for<br>ounty,<br>day of |
| COUNTY OF DENVER<br>The foregoing instru-<br>September<br>My Commission expires:<br>My Commission expires:<br>My Commission expires Aug. 26, 1972<br>STATE OF<br>COUNTY OF<br>The foregoing instru- | , 1968 by)<br>)<br>)<br>ument was | <u>Velma N.</u><br>acknowled | Duncan and hu<br>Notary Pu | usband, Wa      | <u>lter Duncan</u><br>d for<br>ounty,<br>day of |

## KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hareby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desired to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

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| O av                                                                                                             | liver                                                                                                          |                      |                            |                                          | 17 E<br>-                                   |                                  |                      |
| JAMES C. VANDIVE                                                                                                 | R                                                                                                              | 4                    |                            |                                          |                                             |                                  |                      |
| Evelun D. Wanc                                                                                                   |                                                                                                                |                      | 1. A.                      |                                          |                                             |                                  |                      |
| and the second | the second s |                      | Ву                         | ·                                        |                                             |                                  |                      |
| EVELYN J. VANDIVER, h                                                                                            | is wite                                                                                                        | Ĺ.                   |                            |                                          |                                             |                                  |                      |
|                                                                                                                  |                                                                                                                | . •.                 | Its:                       | a ta ana ana ana ana ana ana ana ana ana |                                             |                                  |                      |
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| € <mark>-12-17-17-</mark>                                                                                        |                                                                                                                |                      | · · · ·                    |                                          |                                             |                                  |                      |
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| · · · ·                                                                                                          |                                                                                                                | 200                  |                            |                                          |                                             |                                  |                      |
| STATE OF New Mexico                                                                                              | )                                                                                                              | -                    |                            | •                                        |                                             |                                  |                      |
| COUNTY OF San Juan                                                                                               |                                                                                                                |                      |                            |                                          |                                             |                                  |                      |
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| The toregoing inch                                                                                               | mumant was as                                                                                                  | en anzi a da         |                            |                                          |                                             |                                  |                      |
| Who September                                                                                                    | rument was acl<br>1968 by JAM                                                                                  | cnowledg<br>ES C.V   | ANDIVER                    | e me thi<br>and EVEL                     | YN J. V.                                    | ANDIVER                          | , hi                 |
| Sto September                                                                                                    | rument was ack<br>_, 1968 by <u>JAM</u>                                                                        | knowledg<br>ES C.V   | and befor                  | e me thi<br>and EVEL                     | YN J. V.                                    | ANDIVER                          | , hi                 |
| My Consission expires:                                                                                           | rument was ack<br>_, 1968 by JAM                                                                               | knowledg<br>IES C. V | ANDIVER                    | and EVEL                                 | YN J. V                                     | ANDIVER                          | l, hi                |
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| My Consission expires:                                                                                           | rument was ack<br>_, 1968 by JAM                                                                               | knowledg<br>IES C. V | ANDIVER                    | Public                                   | YN J. V.<br>))<br>in and                    | ANDIVER<br>2020<br>for           | 1, hi                |
| My Consission expires:                                                                                           | rument was ack<br>_, 1968 by JAM                                                                               | knowledg<br>IES C. V | ANDIVER                    | and EVEL                                 | YN J. V.<br>))<br>in and                    | ANDIVER<br>2020<br>for           | 1, hi                |
| March 4, 1972                                                                                                    | rument was ack<br>_, 1968 by JAM                                                                               | knowledg<br>IES C. V | ANDIVER                    | Public                                   | YN J. V.<br>))<br>in and                    | ANDIVER<br>2020<br>for           | 1, hi                |
| March 4, 1972<br>STATE CF<br>COUNTY OF                                                                           |                                                                                                                | ES C. V              | ANDIVER<br>Notary<br>San J | Public                                   | In and<br>Count                             | ANDIVER<br>for<br>aty, <u>Ne</u> | (, hi                |
| March 4, 1972<br>STAR CF<br>CCUNTY OF<br>The foregoing inst                                                      |                                                                                                                | ES C. V              | ANDIVER<br>Notary<br>San J | Public                                   | In and<br>Count                             | ANDIVER<br>for<br>aty, <u>Ne</u> | (, hi<br>./<br>w_ Me |
| March 4, 1972<br>STAR CF<br>CCUNTY OF<br>The foregoing inst                                                      |                                                                                                                | ES C. V              | ANDIVER<br>Notary<br>San J | Public                                   | In and<br>Count                             | ANDIVER<br>for<br>aty, <u>Ne</u> | (, hi<br><br>w_ Me   |
| My Consission expires:<br>March 4, 1972<br>STACE CE<br>COUNTY OF<br>The foregoing inst<br>of                     |                                                                                                                | ES C. V              | ANDIVER<br>Notary<br>San J | Public                                   | In and<br>Count                             | ANDIVER<br>for<br>aty, <u>Ne</u> | (, hi                |
| My Consission expires:<br>March 4, 1972<br>STACE CE<br>COUNTY OF<br>The foregoing inst                           |                                                                                                                | ES C. V              | ANDIVER<br>Notary<br>San J | Public                                   | In and<br>Count                             | ANDIVER<br>for<br>aty, <u>Ne</u> | (, hi                |
| My Consission expires:<br>March 4, 1972<br>STACE CE<br>COUNTY OF<br>The foregoing inst<br>of                     |                                                                                                                | ES C. V              | ANDIVER<br>Notary<br>San J | Public                                   | IN J. V.<br>in and<br>Count<br>is<br>in and | for<br>ty, <u>Ne</u><br>day      | (, hi<br>./<br>w_ Me |

# KNOW ALL MEN BY THESE PRESENTS:

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WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, over fiding royalty or production payment interests desires to and does hereby ratil,, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

| 6. G. Mehmm                                                                          |                      |                                       | ·           |                                                                                                                                          |
|--------------------------------------------------------------------------------------|----------------------|---------------------------------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------|
| C. A. Mehurin J. Milling                                                             | ipt                  | By                                    |             |                                                                                                                                          |
| Evelyn G. Mehurin                                                                    |                      |                                       |             |                                                                                                                                          |
|                                                                                      |                      | Its:                                  |             | la sel en la ser de<br>La sector de la sector |
|                                                                                      |                      | Attest:                               | .*          |                                                                                                                                          |
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| •                                                                                    |                      |                                       |             |                                                                                                                                          |
| STATE OF <u>Summan</u> )<br>GOUNTY OF <u>Orlean</u> )<br>The foregoing instrument wa | s acknowledg         | ed before me t                        | his 27th di | y of                                                                                                                                     |
| My Commission expires:                                                               | y <u>C. A. Men</u> t | Notary Publi                          | mai         | 10                                                                                                                                       |
| STATE OF )                                                                           | •                    | aleans.                               | County      | 2                                                                                                                                        |
| COUNTY OF )                                                                          |                      |                                       | · · · · · · |                                                                                                                                          |
| The foregoing instrument wa<br>, 1968 b                                              |                      |                                       |             |                                                                                                                                          |
| , of                                                                                 |                      | · · · · · · · · · · · · · · · · · · · |             | *                                                                                                                                        |
| My Commission expires:                                                               |                      | ţ                                     |             | <b>.</b>                                                                                                                                 |
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| W. C. Bolton                                                                                                    | Bolton                              | B                         | У                                                           |                | et i                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |              |
| /Jacquéline L. Boltón                                                                                           |                                     | 1                         | ts:                                                         |                |                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | -<br>-<br>-  |
|                                                                                                                 | - · · ·                             |                           | ttest:                                                      |                |                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |              |
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|                                                                                                                 | e i                                 |                           |                                                             | -<br>          |                                    | a presidente de la companya de la compan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 1            |
| STATE OF LOUISIANA                                                                                              | )                                   |                           |                                                             |                |                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |              |
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| The foregoing instru<br>September                                                                               | ment_was-ac                         | knowledge<br>C. Bolto     | d before me<br>n and wife.                                  | this<br>Jacque | 17the                              | day of<br>L' Ból                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ,<br>t ón    |
| The foregoing instru<br>September<br>My Commission expires:<br>At Deaths                                        | ment_was-ac<br>, 1968 by <u>W</u>   | knowledge<br>C. Bolto     | n and wife,                                                 |                | liele                              | L' <u>Bol</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ton          |
| September<br>My Commission expires:                                                                             | ment_was-ac<br>, 1968 by <u>W</u> _ | C. Bolto                  | d before me<br>n and wife,<br><u>Matary</u> Pub<br>ouisiana | Jacque         | eline<br>luille<br>arc t           | $\frac{1}{2} \frac{1}{2} \frac{1}$ | ton          |
| September<br>My Commission expires:                                                                             | , 1968 by <u>W.</u>                 | C. Bolto                  | n and wife,                                                 | Jacque         | eline<br>luille<br>arc t           | $\frac{1}{2} \frac{1}{2} \frac{1}$ | ton          |
| September<br>My Commission expires:<br>At Death.                                                                | , 1968 by <u>W.</u>                 | C. Bolto                  | n and wife,                                                 | Jacque         | eline<br>luille<br>arc t           | $\frac{1}{2} \frac{1}{2} \frac{1}$ | ton          |
| September<br>My Commission expires:<br><u>At Deaths</u><br>STATE OF<br>COUNTY OF                                | , 1968 by <u>W</u>                  | <u>C. Bolto</u><br>-<br>I | n and wife,                                                 | Jacque         | eline<br>luille<br>and f<br>Counts | I's Boll                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              |
| September<br>My Commission expires:<br><u>At Deaths</u><br>STATE OF<br>COUNTY OF<br>The foregoing instru-<br>of | , 1968 by <u>W</u>                  | <u>C. Bolto</u><br>-<br>I | n and wife,                                                 | Jacque         | eline<br>luille<br>and f<br>Counts | I's Boll                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              |
| September<br>My Commission expires:<br><u>At Deaths</u><br>STATE OF<br>COUNTY OF                                | , 1968 by <u>W</u>                  | <u>C. Bolto</u><br>-<br>I | n and wife,                                                 | Jacque         | eline<br>luille<br>and f<br>Counts | I's Boll                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              |

# KNOW ALL MEN BY THESE PRESENTS:

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THAT, WHEREAS, "e undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hareby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of Jaid Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify confir and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of i.s interests in all of the tracts identified by said exhibits.

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| 1 5 Brocklow                    |                         |             |                                          | · · · _ · · _ · _ ·          |                                                                                                                 |
| F. J. Bradshaw                  |                         |             |                                          |                              |                                                                                                                 |
| F. J. Bradshaw<br>B J Bradchard |                         | · · · · ·   | Ву                                       |                              | -                                                                                                               |
| B. J. Bradshaw                  |                         |             |                                          |                              |                                                                                                                 |
|                                 | 54.<br>                 |             | Its:                                     |                              | :<br>                                                                                                           |
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| STATE OF Utah                   | )                       |             | · · · ·                                  |                              |                                                                                                                 |
| COUNTY OF SALL LAIRE            |                         |             |                                          |                              |                                                                                                                 |
|                                 |                         |             |                                          | 31ct 1                       |                                                                                                                 |
| The foregoing instrum           | 1968 by                 | F. J. I     | ged before me this<br>Bradshaw and wife, | $B_{\bullet} J_{\bullet} Br$ | adshaw                                                                                                          |
| My Commission expires:          |                         |             | $\cap$                                   | × 6                          | $\frown$                                                                                                        |
| 1-15-69                         |                         |             | A and a                                  | <u> </u>                     | 100:1                                                                                                           |
| <u></u>                         |                         |             | Notary Public i                          | in and to                    | r 🦾                                                                                                             |
|                                 |                         |             | Still Lake                               | _ County                     | . <u>Itah</u>                                                                                                   |
| STATE OF                        | )                       |             | •                                        | 1. 2                         |                                                                                                                 |
| COUNTY OF                       | )                       |             |                                          |                              |                                                                                                                 |
| The foregoing instrum           |                         |             |                                          |                              |                                                                                                                 |
|                                 | aent was a              | acknowled   | ged before me this                       |                              | day of                                                                                                          |
|                                 | aent was a<br>1968 by _ | acknowled   | ged before me this                       | · ·                          | day of                                                                                                          |
| ,,                              | aent was a<br>1968 by _ | acknowled   | ged before me this                       | · · ·                        | day of                                                                                                          |
| of,<br>My Commission expires:   | nent was a<br>1968 by _ | acknowled   | ged before me this                       | · · ·                        | day of                                                                                                          |
| ,,                              | nent was a<br>1968 by _ | acknowled   | ged before me this<br>Notary Public i    |                              | *                                                                                                               |

#### KNOW ALL MEN BY THESE TRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, of of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFURE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all or its interests in all of the tracts identified by said exhibits.

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| Michael Shea                                                                                                     | rn                                                                                                             |                                       |                                                                           |                                                                                                                                                                                                                                    |
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| STATE OF                                                                                                         | TEXAS                                                                                                          | )                                     |                                                                           |                                                                                                                                                                                                                                    |
| STATE OF<br>COUNTY OF                                                                                            | EL PASO                                                                                                        | )<br>)                                |                                                                           |                                                                                                                                                                                                                                    |
| COUNTY OF                                                                                                        | EL PASO                                                                                                        | )<br>)<br>ent was acknow<br>1968 by W | wledged before me this _                                                  | 12th day of                                                                                                                                                                                                                        |
| COUNTY OF                                                                                                        | EL PASO<br>pregoing instrum                                                                                    | )<br>)<br>ent was ackno<br>1968 byM   | wledged before me this _<br>fichael Shearn                                | 12th day of                                                                                                                                                                                                                        |
| COUNTY OF<br>The fo<br>August<br>My Commission                                                                   | EL PASO<br>pregoing instrum<br>expires:                                                                        | )<br>)<br>ent was ackno<br>1968 byP   | fichael Shearn                                                            | ·                                                                                                                                                                                                                                  |
| COUNTY OF                                                                                                        | EL PASO<br>pregoing instrum<br>expires:                                                                        | )<br>)<br>ent was ackno<br>1968 byP   | wledged before me this                                                    | •                                                                                                                                                                                                                                  |
| COUNTY OF<br>The fo<br>August<br>My Commission<br>June 1, 1                                                      | EL PASO<br>pregoing instrum<br>expires:                                                                        | 1968 by}                              | fichael Shearn                                                            | •                                                                                                                                                                                                                                  |
| COUNTY OF<br>The fo<br>August<br>My Commission<br>June 1, 1                                                      | EL PASO<br>pregoing instrum<br>expires:<br>969                                                                 | 1968 by}                              | fichael Shearn                                                            | •                                                                                                                                                                                                                                  |
| COUNTY OF<br>The fo<br>August<br>My Commission<br>June 1, 1<br>STATE CF<br>COUNTY OF                             | EL PASO<br>pregoing instrum<br>expires:<br>969                                                                 | 1968 by}<br>)<br>)                    | Aichael Shearn<br>Notary Public in<br>El Paso                             | and for<br>County, <u>Texas</u>                                                                                                                                                                                                    |
| COUNTY OF<br>The fo<br>August<br>My Commission<br>June 1, 1<br>STATE CF<br>COUNTY OF                             | EL PASO<br>pregoing instrum<br>expires:<br>369<br>pregoing instrum                                             | 1968 by }<br>)<br>)<br>ent was acknow | fichael Shearn                                                            | and for<br>County, <u>Texas</u><br>day of                                                                                                                                                                                          |
| COUNTY OF<br>The fo<br>August<br>My Commission<br>June 1, 1<br>STATE CF<br>COUNTY OF<br>The fo                   | EL PASO<br>pregoing instrum<br>expires:<br>969<br>pregoing instrume<br>of                                      | 1968 by }<br>)<br>)<br>ent was acknow | Vichael Shearn<br>Notary Public in<br>El Paso<br>Wledged before me this _ | and for<br>County, <u>Texas</u><br>day of                                                                                                                                                                                          |
| COUNTY OF<br>The fo<br>August<br>My Commission<br>June 1, 1<br>STATE CF<br>COUNTY OF                             | EL PASO<br>pregoing instrum<br>expires:<br>969<br>pregoing instrume<br>of                                      | 1968 by }<br>)<br>)<br>ent was acknow | Vichael Shearn<br>Notary Public in<br>El Paso<br>Wledged before me this _ | and for<br>County, <u>Texas</u><br>day of                                                                                                                                                                                          |
| COUNTY OF<br>The fo<br>August<br>My Commission<br>June 1, 1<br>STATE CF<br>COUNTY OF<br>The fo                   | EL PASO<br>pregoing instrum<br>expires:<br>969<br>pregoing instrume<br>of                                      | 1968 by }<br>)<br>)<br>ent was acknow | Vichael Shearn<br>Notary Public in<br>El Paso<br>Wledged before me this _ | and for<br>County, <u>Texas</u><br>                                                                                                                                                                                                |

#### KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE. the Undersigned other of Toyalcy, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracth identified to the unities.

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| y Commission $Q_c + q_r$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | n expires:<br>196.9                              | _, 1968 by                            | John C,                                      | Keeler and                                                              | wife; Market                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | rjoric K                     |               |
| Ay Commission<br>$(O_c - 1 - 9_{-})$<br>STATE OF<br>COUNTY OF<br>The for                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | n expires:<br><u>1969</u><br>oregoing instr      | _, 1968 by<br>)<br>)<br>cument was ac | John C,<br>J/<br>Not<br>J31<br>knowledged be | Keeler and<br><u>Marala</u><br>ary Public<br><u>Jan</u><br>efore me thi | wife, Market Market Stranget S | rjoric K<br>Alexandric<br>or | $\sim \beta$  |
| Ay Commission<br>$(O_c - 1 - 9_{-})$<br>STATE OF<br>COUNTY OF<br>The for                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | n expires:<br>191.9                              | _, 1968 by<br>)<br>)<br>cument was ac | John C,<br>J/<br>Not<br>J31<br>knowledged be | Keeler and<br><u>Marala</u><br>ary Public<br><u>Jan</u><br>efore me thi | wife, Market Market Stranget S | rjoric K<br>Alexandric<br>or |               |
| y Commission<br>(C. 1. 9<br>TATE OF<br>OUNTY OF<br>The for                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | n expires:<br><u> 9%</u><br>oregoing instr<br>of | _, 1968 by<br>)<br>)<br>cument was ac | John C,<br>J/<br>Not<br>J31<br>knowledged be | Keeler and<br><u>Marala</u><br>ary Public<br><u>Jan</u><br>efore me thi | wife, Market Market Stranget S | rjoric K<br>Alexandric<br>or |               |
| $\frac{2}{\sqrt{2}}$ $\frac{\sqrt{2}}{\sqrt{2}}$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | n expires:<br><u> 9%</u><br>oregoing instr<br>of | _, 1968 by<br>)<br>)<br>cument was ac | John C,<br><br>Nof<br><br>knowledged be      | Keeler and<br><u>Marala</u><br>ary Public<br><u>Jan</u><br>efore me thi | wife, Mark                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | day of                       |               |

# KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Nexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty; overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty-everyding royalty of production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth in its acknowledgement.

W. O. Chastain

Chastain

Valura a. Chastain

Ser. State

By Its Attest

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|-----------|---------|---|---|--------|
| STATE OF  | WYOMING |   | > |        |
| COUNTY OF | WESTON  |   | ) |        |

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|------------------------------|-----------------------------------------|
| The foregoing instrument was | acknowledged before me this (9th day of |
| September , 1968 by          |                                         |

| My Commission expires: | Lavoras Roberts.             | Notary Public | Yarra    | ne Ka     | leats.                            |  |
|------------------------|------------------------------|---------------|----------|-----------|-----------------------------------|--|
|                        | Jastos (                     | Byoming       | Notary F | ublic in  | and for<br>County, <u>Let 111</u> |  |
| STATE OF               | Di Commission espiras        | 1xhy 13, 19/1 |          |           |                                   |  |
| COUNTY OF              | >                            |               |          |           |                                   |  |
| The foregoing in       | nstrument was a<br>, 1968 by | acknowledge   | d before | re this _ | day of                            |  |
| of                     |                              |               |          |           | ·                                 |  |
| My Commission expires: |                              |               |          |           |                                   |  |
|                        |                              | -             | Notery P | ublic in  | and for<br>County.                |  |

#### KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreemint, and the undersigned owner of working interests only, or the owner of loth working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

| Harold A. Witz                                           |                                       |                                                                                                                                                                                                                                                              |
|----------------------------------------------------------|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                          |                                       |                                                                                                                                                                                                                                                              |
| Sylvia Witz                                              |                                       | By                                                                                                                                                                                                                                                           |
| Sylvia Witz 7                                            |                                       |                                                                                                                                                                                                                                                              |
|                                                          |                                       | Its:                                                                                                                                                                                                                                                         |
|                                                          |                                       |                                                                                                                                                                                                                                                              |
|                                                          |                                       | Attest:                                                                                                                                                                                                                                                      |
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|                                                          | 1.<br>1.                              |                                                                                                                                                                                                                                                              |
|                                                          | a<br>Vi                               |                                                                                                                                                                                                                                                              |
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| STATE OF )                                               | 1                                     |                                                                                                                                                                                                                                                              |
| STATE OF <u>11.113</u> )<br>COUNTY OF <u>11. Prisc</u> ) |                                       |                                                                                                                                                                                                                                                              |
| The foregoing instrument was                             | s acknowled<br>v Harold               | dged before me this 3 day of<br>A. Witz and wife Sylvia Witz                                                                                                                                                                                                 |
| My Commission expires:                                   | /                                     |                                                                                                                                                                                                                                                              |
| 6-1-69                                                   | e e e e e e e e e e e e e e e e e e e | 0                                                                                                                                                                                                                                                            |
|                                                          |                                       | Notary Public in and for                                                                                                                                                                                                                                     |
|                                                          |                                       | County,                                                                                                                                                                                                                                                      |
| STATE OF )                                               |                                       |                                                                                                                                                                                                                                                              |
| COUNTY OF )                                              | -                                     |                                                                                                                                                                                                                                                              |
| The forecastic instrument the                            | 1.1.1                                 |                                                                                                                                                                                                                                                              |
|                                                          |                                       | dged before me this day of                                                                                                                                                                                                                                   |
|                                                          |                                       | dged before me this day of                                                                                                                                                                                                                                   |
| , 1968 by                                                |                                       |                                                                                                                                                                                                                                                              |
| , 1968 by                                                |                                       |                                                                                                                                                                                                                                                              |

#### KNOW ALL MEN BY THESE PRESENTS:

13

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo. Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, IXHISITS "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desire; to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working intersite only. If the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

| 10 A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |            |                      |                       |                                              |                    |                                                                                             |
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| Elizabeth H. C.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | inter      |                      | By                    |                                              |                    |                                                                                             |
| Elizabeth H. Carter                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |            |                      |                       |                                              |                    |                                                                                             |
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| · · · · · · · · · · · · · · · · · · ·                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |                      | Attest                |                                              |                    |                                                                                             |
| $C_{i} = \sum_{i=1}^{n} \sum_{j=1}^{n} \sum_{j=1}^{n} \sum_{i=1}^{n} \sum_{j=1}^{n} \sum_{j=1}^{n} \sum_{i=1}^{n} \sum_{i=1}^{n} \sum_{i=1}^{n} \sum_{i=1}^{n} \sum_{i=1}^{n} \sum_{j=1}^{n} \sum_{i=1}^{n} \sum_{i=1}^{n} \sum_{i=1}^{n} \sum_{i=1}^$ |            |                      |                       |                                              |                    |                                                                                             |
| <u></u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |            | ······               | والمتعادية والمتعادية |                                              |                    | <u> </u>                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |            |                      |                       |                                              | - N.2.             |                                                                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |            |                      |                       |                                              |                    |                                                                                             |
| omimp on test de                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | •          |                      |                       |                                              |                    |                                                                                             |
| STATE OF TEXAS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            | _ )<br>、             |                       | -                                            |                    |                                                                                             |
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| The foregoing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | instrument | _was-ackni<br>8 by W | wledged before and    | re me this                                   | heth W Cart        | or                                                                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |            | سفللسر والم          |                       |                                              |                    | · · · · · · · · · · · · · · · · · · ·                                                       |
| My Complexity expires                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 31         |                      |                       |                                              |                    |                                                                                             |
| My Commission expires                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |                      | Acres                 | Course la l                                  |                    |                                                                                             |
| <ul> <li>A second s</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            |                      | Acon Notar            | <u>Cauchal</u><br>y Public in                | and for            |                                                                                             |
| My Commission expires                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |                      | Anna<br>Notar         | V Public in                                  | and for<br>County, | ۲<br>۲<br>۲<br>۲<br>۲<br>۲<br>۲<br>۲<br>۲<br>۲<br>۲<br>۲<br>۲<br>۲<br>۲<br>۲<br>۲<br>۲<br>۲ |
| My Commission expires                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            | )                    |                       | y Public in                                  | and for<br>County; |                                                                                             |
| My Commission expires                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            | >                    |                       | <u>Cauvala</u><br>y Public in<br><u>Vigo</u> | and for<br>County  |                                                                                             |
| My Commission expires                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | instrument | )                    | wledged befo          | re me this                                   | County ,           |                                                                                             |
| My Commission expires                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | instrument | )                    | wledged befo          | re me this                                   | County ,           |                                                                                             |
#### KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth in its acknowledgement.

| Bula J. Burkan                 | ~           |          | -<br>-<br>-   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |               |                                         |             |
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| Zada L. Barham                 |             |          |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | n ar          |                                         |             |
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| hy Commission expires:         |             |          | Helen         | 12                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 15            | in Line                                 |             |
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# KNOW ALL MEN BY THESE PRESENTS:

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THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, of the owner of both working interests and royally, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth in its acknowledgement.

| -Vada-Spurck<br>Executrix o                                                                  | - Individu                                                         | ally and                                 |                                                  |                                                                                                       |                                                                |                                                                       |                                        |
|----------------------------------------------------------------------------------------------|--------------------------------------------------------------------|------------------------------------------|--------------------------------------------------|-------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|-----------------------------------------------------------------------|----------------------------------------|
| Spurch, dec                                                                                  |                                                                    |                                          |                                                  | Ву                                                                                                    |                                                                |                                                                       |                                        |
| $\otimes$                                                                                    |                                                                    | 6                                        | •                                                |                                                                                                       |                                                                |                                                                       | ·                                      |
| <u> 19 a ala</u>                                                                             | <u></u>                                                            | 1/54                                     |                                                  | Its:                                                                                                  |                                                                |                                                                       |                                        |
| VADA SPURCK,                                                                                 | a widow                                                            | 2<br>7<br>7<br>8<br>8<br>8<br>8          |                                                  | Attest:                                                                                               | · · · · · · · · · · · · · · · · · · ·                          |                                                                       |                                        |
|                                                                                              | -<br>-                                                             |                                          |                                                  | -                                                                                                     |                                                                |                                                                       |                                        |
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| OUNTY OF<br>The fo                                                                           |                                                                    | , 196                                    | 8 by Vada                                        | Spurck, Indi<br>Estate of Wil                                                                         | vidually a                                                     | nd as Exe<br>k, deceas                                                | cutrix of<br>ed.                       |
| OUNTY OF<br>The for<br>ty Commission                                                         | expires:                                                           | , 196                                    | 8 by Vada                                        | Spurck, Indi<br>Estate of Wil                                                                         | vidually an<br>liam Spurch                                     | nd as Exe<br>k, deceas                                                | cutrix of<br>ed.                       |
| OUNTY OF<br>The for<br>ty Commission<br>TATE OF                                              | LIFORNIA                                                           | , 196                                    | 8 by Vada                                        | Spurck, Indi<br>Estate of Wil                                                                         | vidually an<br>liam Spurch                                     | nd as Exe<br>k, deceas                                                | cutrix of<br>ed.                       |
| OUNTY OF<br>The for<br>ty Commission<br>TATE OF <u>CAN</u><br>OUNTY OF <u>LOS</u><br>The for | LIFORNIA<br>3 ANCELES<br>pregoing in                               | , 196                                    | 8 by Vadi<br>the<br>)<br>)<br>was ackn<br>8 by V | Spurck, Indi<br>Estate of Will<br>Notary<br>Los And<br>owledged befor<br>ADA SPURCK                   | vidually an<br>liam Spurch<br>Public in<br>geles<br>re we this | nd as Exe<br>k, deceas<br>n and for<br>County,                        | cutrix_of<br>ed.<br>Californ           |
| ly Commission<br>STATE OF <u>CAN</u><br>COUNTY OF <u>LOS</u><br>The fo                       | LIFORNIA<br>S ANCELES<br>pregoing in<br>of 1544                    | , 196                                    | 8 by Vadi<br>the<br>)<br>)<br>was ackn<br>8 by V | Spurck, Indi<br>Estate of Will<br>Notary<br>Los And                                                   | vidually an<br>liam Spurch<br>Public in<br>geles<br>re we this | nd as Exe<br>k, deceas<br>n and for<br>County,                        | cutrix of<br>ed.<br>Californ<br>day of |
| OUNTY OF<br>The for<br>ty Commission<br>STATE OF<br>COUNTY OF<br>The for                     | LIFORNIA<br>S ANCELES<br>pregoing in<br>of <u>1544</u><br>expires; | , 196<br>nstrument<br>, 196<br>5 Ventura | 8 by Vadi<br>the<br>)<br>)<br>was ackn<br>8 by V | Spurck, Indi<br>Estate of Will<br>Notary<br>Los And<br>owledged befor<br>ADA SPURCK<br>uite 5, Sherma | vidually an<br>liam Spurch<br>Public in<br>geles<br>re we this | nd as Exe<br>k, deceas<br>n and for<br>County,<br>, a<br>, a<br>alif. | cutrix of<br>ed.<br>Californ<br>day of |

# KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968 hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "E" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAG, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, of the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth in its acknowledgement.

my loocba

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| Johney Cockburn                                                |                    | Ву                                                             |
|----------------------------------------------------------------|--------------------|----------------------------------------------------------------|
|                                                                |                    | Its:                                                           |
|                                                                |                    |                                                                |
|                                                                |                    | Attest:                                                        |
|                                                                | ,                  |                                                                |
|                                                                |                    |                                                                |
| STATE OF Language<br>COUNTY OF Language<br>The Foregoing insti | ument was ac       | knowledged before me this <u>26</u> day of                     |
| My Commission expires:                                         | _, 1908 by <u></u> | Johney Cockburn                                                |
| Maria 18 1                                                     |                    | Notary Public in and for<br><u>Company</u> County, <u>Isla</u> |
| STATE OF                                                       | >                  | <i>.</i>                                                       |
| COUNTY OF                                                      | )                  | • •                                                            |
|                                                                |                    | knowledged before me this day of                               |
| of                                                             |                    | •                                                              |
| My Commission expires:                                         |                    |                                                                |
|                                                                | •                  | Notary Fublic in and for                                       |
|                                                                |                    | County,                                                        |

# KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

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IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth in its acknowledgement.

Dame Wm. B. Barnhill

athanne W. Bar Catharine W. Barnhill

Colligan

Its Attest:

STATE OF <u>Alin Mexicy</u>) ODUNTY OF <u>Chares</u>)

The foregoing instrument was acknowledged before me this 6 day of Statimer, 1968 by Wm. B. Barnhill and wife. Catharine W. Barnhill. My Coumission expires:

ry Public-in-end for County,

3rd

Notary Public in and for

day of

STATE OF Texas

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

The foregoing instrument was acknowledged before me this

\_, 19<u>68</u>, by \_\_\_\_\_ Myles A. Colligan and wife,

<u>Coralee E</u> Colligan

My Commission Expires:

September

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## KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

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|                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | By Struthilenting                                             |
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|                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Attest: Dail & stallage                                       |
|                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Ass't. Sec. and Treas.                                        |
|                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                               |
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| STATE OF<br>County of                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | · · · · · · · · · · · · · · · · · · ·                         |
| The foregoing instr                                           | ument was acknowle<br>, 1968 by                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | dged before me this day of                                    |
| My Commission expires:                                        | n na                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                               |
| <b>Ben destruction en /b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Notary Public in and for<br>County,                           |
| STATE OF TEXAS                                                | <b>)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                               |
| COUNTY OF POTTER                                              | )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                               |
| September<br>President of Available                           | , 1968 by <u>S. B. V</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | dged before we this 20th day of<br><u>Vhittenburg</u> , Vice- |
|                                                               | anche Journal Publ                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                               |
| • ••                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | sume_company*                                                 |
| My Commission expires:                                        | 86. mar 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1 | Notacy Public in and for                                      |

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1-1/83

# KNOY ALL MEN BY THESE PRESENTS :-

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THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hareby acknowledges receipt of a true copy of the 'Unit Agreement for the Development ind Operat'. n of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner. (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with Trapect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth in its acknowledgement.

| L. C. Harris<br>Marion V. Harris<br>Narion V. Harris<br>Its:                                                                                                                               | - Ale                        | •                                     |                         |                     |                    | n i i i i i i i i i i i i i i i i i i i | 111. to 1 <u>.</u>                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|---------------------------------------|-------------------------|---------------------|--------------------|-----------------------------------------|--------------------------------------------|
| Marion V. Harris  Its:                                                                                                                                                                     |                              | i                                     | By                      |                     |                    |                                         | <del></del>                                |
| Attest:         STATE OF                                                                                                                                                                   | Marion V. Harris             | -                                     | -                       | ~                   |                    |                                         |                                            |
| STATE OF                                                                                                                                                                                   |                              |                                       | Its:                    | •                   |                    |                                         |                                            |
| COUNTY OF                                                                                                                                                                                  |                              |                                       | Attest:                 | -                   |                    |                                         | <u>```</u>                                 |
| COUNTY OF                                                                                                                                                                                  |                              |                                       |                         |                     |                    |                                         | ·                                          |
| COUNTY OF                                                                                                                                                                                  |                              |                                       | <u></u>                 | <u>.</u>            |                    |                                         | -                                          |
| COUNTY OF                                                                                                                                                                                  |                              |                                       |                         | ₽<br>               |                    | i<br>i                                  |                                            |
| The foregoing instrument was acknowledged before me this 23rd day of<br>.Tuly                                                                                                              | STATE OF )                   |                                       |                         | •                   |                    |                                         |                                            |
| July       , 1968 by       U. O. Harris and wife, Marion V. Harris         My Commission expires:       My Commission Expires Od. 31, 1968       Notary Public in and for         STATE CF | COUNTY OF )                  |                                       |                         |                     |                    |                                         |                                            |
| My Commission expires:       My Commission Expires Oct. 31, 1968         Notary Public in and for         STATE CF                                                                         | The foregoing instrument was | s acknowled<br>y <u>II. O. 1</u>      | ged befor<br>Tarris and | e me thi<br>wife, N | s 23rd<br>larion V | day of Harris                           |                                            |
| Notary Public in and for         STATE CF       )         COUNTY OF       )         The foregoing instrument was acknowledged before me this       day of                                  | Xý Commission expires:       |                                       |                         | $\mathcal{O}$       | 0.00               |                                         |                                            |
| STATE CF) COUNTY OF) The foregoing instrument was acknowledged before me this day of, 1968 by, of My Commission expires: Notary Public in and for                                          |                              |                                       |                         | Public              | in and             |                                         |                                            |
| COUNTY OF) The foregoing instrument was acknowledged before me this day of, 1968 by, of My Commission expires: Notary Public in and for                                                    |                              |                                       | <u> </u>                | 14.1                | Count              | Ey., <u>2007</u>                        | - 14 - C - C - C - C - C - C - C - C - C - |
| The foregoing instrument was acknowledged before re this day of                                                                                                                            | STATE CF )                   |                                       |                         |                     |                    | C. C. H. A. V. L.                       | in the                                     |
| The foregoing instrument was acknowledged before re this day of                                                                                                                            | COUNTY OF )                  |                                       |                         |                     | ·                  |                                         |                                            |
| of<br>My Commission expires:<br>                                                                                                                                                           | The foregoing instrument was |                                       |                         |                     |                    |                                         |                                            |
| Notery Public in and for                                                                                                                                                                   | of                           | · · · · · · · · · · · · · · · · · · · |                         |                     | ·····              | *                                       |                                            |
|                                                                                                                                                                                            | My Commission expires:       | •                                     |                         |                     |                    |                                         |                                            |
|                                                                                                                                                                                            |                              |                                       |                         |                     |                    |                                         | ***                                        |

#### EXHIBIT Y

To Accompany Pan American Petroleum Corporation's Application for Final Approval to Unit Agreement for the Development and Operation of The East Buffalo Valley Unit Area, Chaves County, New Mexico showing status, by tracts, of the commitment of royalty, overriding royalty and production payment interests

# TRACT 1

Federal Acreage - 2% overriding royalty owned by K. J. Feil is committed as indicated by enclosed Ratification.

## TRACT 2

Federal Acreage - 5% overriding royalty owned by Marcia P. Lane is committed as indicated by enclosed Ratification.

#### TRACT 3

Federal Acreage - 90% of 5% overriding royalty is owned by Ernest A. Hansen and is conditted as indicated by Ratification attached to the Unit Agreement as Mr. Hansen is also a Working Interest Owner in this unit. 10% of 5% owned by Harry F. Schram is committed as indicated by enclosed Ratification.

# TRACT 4

Federal Acreage - 3% overriding royalty owned by C. E. Strange is committed as indicated by enclosed Ratification.

# TRACT 5

Federal Acreage - 750.00 per acre production payment out of 5% overriding royalty owned by Henry J. Folse is committed as indicated by enclosed Ratification.

# TRACT 6

Federal Acreage - No overriding royalty.

## TRACT 7

Federal Acreage - No overriding royalty.

Federal Acreage - \$350.00 per acre production payment out of 1/32 of 8/8 owned by Katherine S. Foster, Brook H. Duncan II is committed as indicated by the enclosed Ratification. We also attach the Death Certificate for Richard R. Foster.

## TRACT 9

Federal Acreage - 5% overriding royalty owned by Raymond Chorney and Joyce Wolf committed as indicated by attached Ratifications.

#### TRACT 10

Federal Acreage - no overriding royalty. Working interest is not committed to the unit.

# TRACT 11

1.

Federal Acreage - \$1,000.00 per acre production payment out of 4% owned by Velma M. Duncan is committed as indicated by the enclosed Ratification. 1% overriding royalty owned by Janes C. Vandiver is committed as indicated by the enclosed Ratification.

#### TRACT 12

Federal Acreage - 2% overriding royalty owned by Velma M. Duncan is committed as indicated by the enclosed Ratification. 1% overriding royalty owned by James C. Vandiver is committed as indicated by the enclosed Ratification.

#### TRACT 13

Federal Acreage - 3% overriding royalty owned by Helen Witalec is not committed as the working interest is not committed to the unit.

#### TRACT 14

Federal Acreage - \$300.00 per acre production payment out of 3% owned by C. A. Mehurin is committed as indicated by the enclosed Ratification.

## TRACT 15

Federal Acreage - \$300.00 per acre production payment out of 3% owned by C. A. Mehurin is committed as indicated by the enclosed Ratification.

# TRACT 16

Federal Acreage - \$750.00 per acre production payment out of 5% owned by W. C. Bolton is committed as indicated by the enclosed Ratification.

Federal Acreage - 5% overriding royalty owned by F. J. Bradshaw is committed as indicated by the enclosed Ratification.

#### TRACT 18

Federal Acreage - 1% overriding royalty owned by John C. Keeler is committed as indicated by the enclosed Ratification and 1% overriding royalty owned by W. O. Chastain is committed as indicated by the enclosed Ratification. 75% of 1% overriding royalty owned by Harold A. Witz is committed as indicated by the enclosed Ratification.  $12\frac{1}{2}\%$  of 1% overriding royalty owned by W. R. Carter is committed as indicated by the enclosed Ratification.  $12\frac{1}{2}\%$  of 1% overriding royalty owned by Michael Shearn is committed as indicated by the enclosed Ratification.

#### TRACT 19

Federal Acreage - 2½% overriding royalty owned by John B. Carter, Jr. Trustee of the Catherine Browne Carter Trust Estate of December 1, 1960 and 2½% overriding royalty owned by John B. Carter, Jr., Trustee of the John Mason Carter Trust Estate of December 1, 1960 is not committed.

## TRACT 20

State Acreage - 5% overriding royalty owned by Leonice Brennan is not committed as we have been unable to locate the proper address.

#### TRACT 21

State Acreage - Section 5: N/2 SE/4 4% overfiding royalty owned by Vada Spurck is committed as indicated by the attached Ratification. 1% overriding royalty owned by Zada L. Barhan is committed as indicated by the enclosed Ratification. Section 8: NW/4 SW/4; Section 18: NW/4 NE/4 5% overriding royalty owned by Vada Spurck is committed as indicated by the enclosed Ratification.

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#### TRACT 22

State Acreage - 5% overriding royalty owned by Milan S. Moore is not committed as we have been unable to locate the proper address.

# TACT 23

State Acreage - 5% overriding royalty owned by Florence M. Gregory is not committed.

State Acreage - 3% overriding royalty owned by Vada Spurck is committed as indicated by the enclosed Ratification.

## TRACT 25

State Acreage - \$1,500,000 production payment out of 47.5% of 33.33% owned by Johney Cockburn is committed as indicated by the enclosed Ratification.

# TRACT 26

State Acreage - no overriding royalty.

## TRACT 27

1.75% overriding royalty cwned by Myles A. Culligan and 1.75% overriding royalty owned by Wm. B. Barnhill is committed as indicated by the enclosed Ratification.

# TRACT 28

State Acreage - 1.75% overriding royalty owned by Myles A. Culligan and 1.75% overriding royalty owned by Wm. B. Barnhill is committed as indicated by the enclosed Ratification.

## TRACT 29

State Acreage - no overriding royalty.

#### TRACT 30

State Acreage - no overriding royalty.

## TRACT 31

State Acreage - 5% overriding royalty owned by Avalanche Journal Publishing Company is committed as indicated by the enclosed Ratification.

## TRACT 32

State Acreage - no overriding royalty.

## TRACT 33

State Acreage - \$750.00 per acre production payment out of 5% owned by L. C. Harris is committed as indicated by enclosed Ratification.

State Acreage - no overriding royalty.

# TRACT 35

State Acreage - no overriding royalty.

# TRACT 36

State Acreage - no overriding royalty.

# TRACT 37

State Acreage - no overriding royalty.

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# TRACT 38

State Acreage - no overriding royalty.

# TRACT 39

11.

Fee Acreage - no overriding royalty. Royalty interest is not committed as the Working Interest Owners are not committed to the unit.

# EXHIBIT "X"

# To Accompany Pan American Petroleum Corporation's Application for Final Approval to Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, Chaves County, New Mexico, consisting of the following:

- 1. Letter to Mrs. Corrine B. Grace dated March 21, 1968, advising that the formation of the East Buffalo Valley Unit is proposed and suggesting that she either join in the Unit or farmout her acreage. No reply was received to our correspondence.
- Letter to Mrs. Corrine B. Grace dated April 3, 1968, wherein we again advised of t<sup>t</sup> é formation of the subject Unit and suggested that Mrs. Grace advise whether she would elect to join or farmout her acreage. No reply was received to this letter.
- 3. Letter to all Working Interest Owners dated April 16, 1968, in which joinder to the Unit was requested, or in the absence of joinder to the Unit, a request for farmout of their acreage to the working interest owners. The only refusal letters received at listed as follows:
  - (a) Letter from Midwest Oil Corporation dated May 1, 1968, stating that they were not interested in joining the Unit.
  - (b) Letter from Midwest Oil Corporation dated July 18, 1968, advising that they would not be interested in joining the Unit.
  - (c) Letter from The Superior Gil Company dated July 19, 1968, advising that they are not interested in joining the Unit.
- 4. Letter to all Royalty, Overriding Royalty and Production Payment Owners dated July 17, 1968, in which joinder and ratification to the Unit was requested. Unit operators' files contained registry receipts signifying that such letters were received by all parties except Leonice Brennan, who owns under Tract 20, and Milan S. Moore and Eleanor Roberts, who own under Tract 22 whom we were unable to locate.
- 5. Letter to Working Interest Owners dated August 20, 1968, who elected to either join in the formation of the Unit or to farmout their acreage to the Unit Working Interest Owners.
- 6. Letter to all Overriding Royalty and Production Payment Owners dated August 21, 1958, who had not executed ratifications as of this date.
- 7. Letter to Working Interest Owners dated September 4, 1968, requesting that they execute the ratifications and return them to this office.

## Novch 21, 1968

AVS 42,953 East Fulfalo Valley Valt Chaves County, New Mexico

live. Courtae B. Grace -1426 Rorth First -Phoenix, Arisona

#### Dear Mrs. Grace:

Fon American Febroleum Corporation is in the process of forming a Federal-State Replanatory Type Unit to be located in 2-148, R-203, and 2-148, R-203, Church County, Nor Merico, thich will be called the East Entield Valley Unit. The Unit will provide for a 9500-feet 200 of the Mesionippian test to be drilled in Section 13, T-148, R-288, at an approximate cost of \$179,000.00 for a producer or \$147,000.00 for a dry hole. En anclose a plat of the proposed with for your information.

A Bureau of Lond Munagement records indicate that you are the owner of Vederal Lease UN-9233603 covering the SE/4, B/2 SU/4, SU/4 SU/4 Section 25, V-143, R-253, containing 200 acres of land. In order for us to approach the formation of this wait in a realistic memory, we would approchase very such your advising if it is normally your desire to join in the unit as a working interest owner or if you would prefer to farment your acreage to Pan American Petroleum Composation. The unit will contain 15,350.23 acres, and of course your 200 acres would represent 1.82403 per cent of the unit area.

he would appreciate very much your edvising which of the above mentioned plane you would profer to coloct.

if, on the other hand, you would prefer to sell your lease to ran American, please advise what consideration you would require.

Yours very truly,

PAN AMERICAN PETROLEUN CORPORATION

Jack D. Anderson

April 3, 1963

ATA 43,953 Fast Defado Volley Unit Chaves Costy, New Maxico

Mrs. Courtes D. Geroe Box 933 Midland, Texas

#### Bear lass. Graces

Pan American Petroleum Corporation is in the process of forming a Foderal-State Exploratory Type Bait to be located in T-145, N-263, and T-145, N-293, Chaves County, Haw Hanked, which will be called the Bast Duffalo Valley Unit. The Unit will provide for a 9500-foot Yep of the Hesterippian test to be dellied in Section 13, T-145, N-233, at an appreciate cost of 4179,000:00 for a producer to fully for a dry hole. We enclose a plat of the proposed unit for your informations.

The Burgan of Land Management records indicate that you are the cuses of Followal Lease NE-020000 covering the SE/4, S/2 SU/4, SU/4 SU/4 Section 25, T-148, R-203, containing 200 cover of Land. In order for us to approach the formation of this unit in a realistic manar, we would approach to work your advising if it is normally your desine to join is the unit as a working interest outer or if you would profer to farmout your descess to Pan American Petroleum Corporation. The unit util contain 15,350.23 cores, and of course your 280 coves would represent 1.82403 per cast of the unit area.

We would appreciate very much your advising which of the above mentioned plans you would prefer to select.

If, on the other hand, you would prefer to cell your lease to Pan American, please advice what creation you would require.

Yours very truly,

PAH MERRICAN PREZOLEUM CORPORATION

Jack D. Anderson

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# PAN AMERICAN PETROLEUM CORPORATION

OIL AND GAS BUILDING P. O. BOX 1410 FORT WORTH, TEXAS-76101

April 16, 1968

AFE - 42,958 East Buffalo Valley Unit Chaves County New Mexico

#### Addressees On Attached List

# Gentlemen:

FORM 302 6-63

Pan American Petroleum Corporation is in the process of forming a "fixed type" Federal-State Exploratory Unit to be located in T-14S, R-28E, and T-14S, R-29E, Chaves County, New Mexico, which will be called the East Buffalo Valley Unit. We enclose a plat of the proposed unit for your information. The unit will provide for a 9,500 foot Top of the Mississippian test to be drilled in the SE/4 of Section 13, T-14S, R-28E, at an approximate cost of \$179,000 for a producer or \$147,000 for a dry hole. According to our information, the present ownership within the proposed unit is as follows.

|                                                                          | Acres     | Per Cant of Unit |
|--------------------------------------------------------------------------|-----------|------------------|
| Pan American                                                             | 9,998.85  | 65.13812         |
| Sun 611 Company                                                          | 1,440.00  | 9.38097          |
| Charles B. Read & Norman L. Stevens                                      | 1,395.20  | 9.08911          |
| Bell Petroleum Company                                                   | 681.12    | 4.43720          |
| John B. Rich, Frank D. Brown, Jr.,                                       | •         |                  |
| H. Barksdåle Brown & Mercantile Safe<br>Deposit and Trust Company; Larry |           |                  |
| Seaman, Neville G. Penrose, J. M.                                        |           |                  |
| Zachary, John B. Rich                                                    | 635.43    | 4.13955          |
| Superior Qil Company                                                     | 320.00    | 2.08466          |
| Ernest Hanson                                                            | 280.00    | 1.82408          |
| Corrine Grace                                                            | 280.00    | 1.82408          |
| Humble Oil & Refining Company                                            | 119.84    | .78070           |
| Maggie Suetta Cockburn, James P.                                         | •         |                  |
| Dunigan, Joe B. Harrell, Jr.,                                            |           | · · · · · ·      |
| Bubba Spears, F. W. Harrell,                                             |           |                  |
| Nan S. Gullahorn, Executrix of the                                       |           |                  |
| Estate of W. S. Guilahorn                                                | 80.00     | .52116           |
| Midwest Oil Corporation                                                  | 40.00     | .26058           |
| Irene Todhunter                                                          | 40.00     | .26058           |
| Belle Gregory & Florence Gregory                                         | 39.79     | .25921           |
|                                                                          | 15,350.23 | 100.00000        |

Addressees On Attached List April 16, 1968 Page 2

In order for us to be in a position to prepare the operating agreement covering this unit, we would appreciate very much your advising, at your carliest convenience, if it is your desire to participate in the drilling of this test well. For those who do not wish to participate in the drilling of the initial test well, we propose the following farmout agreement:

> The non-participating parties will give up an undivided one-half interest in their acreage within the unit outline for a well free of cost into the tanks. The nonparticipating parties will retain a 1/16 of 8/8 overriding royalty (proportionately reduced) which will be convertible to a one-half working interest after payout of the initial test well, with all development after the initial test to be based on the terms of a negotiated operating agreement.

Plana advise this office as seen as possible if you elect to join in the drilling of the test well or if you will be willing to farmout on the above basis. If you do wish to join, please advise if you are interested in acquiring any additional interest under the above farmout basis.

Since the formation of a unit of this type requires considerable time, we would appreciate your advising of your decision with the leas practical delay. Should you have any questions concerning this matter, please advise this office at the above address immediately.

Very truly yours,

PAN AMERICAN PETROLEUM CORPORATION

Jack D. Anderson

JDA/dw Enclosure

## LIST OF ADDRESSEES

Sun OIL Company P. O. Box 1861 Midland, Texas 79701 Attn: Mr. Ray E. Bray

Messrs. Charles B. Read & Norman L. Stevens P. O. Box 2126 Roswell, New Mexico 88201

Bell Petroleum Company Suite 400, 700 Wilshile Blvd. Los Angeles, California 90017 Attn: Mr. Ralph J. Tingle

Messra. John B. Rich, Frank D. Brown, Jr. H. Barksdale Brown, Larry Seaman,

and Mercantile Safe Deposit and Trust Company; all in care of Mr. John B. Rich 718 Mercantile Trust Bldg. Baltimore, Maryland 21202

Superior Oil Company P. O.Box 1900 Midland, Texas 79701 Attn: Mr. Raymond Parker

Mr. Ernest Hanson P. O. Box 1515 Roswell, New Mexico 88201

Ms. Corrine Grace P. O. Box 939 Midland, Texas 79701 Humble 011 & Relifting Company P. O. Box 1600 Midland, Texas 79701 Attn: Nr. L. W. Dewell

Ms. Maggie Suetta Cockburn Carper Bldg. Artesia, New Mexico

Messrs. James P. Dunigan, Joe B. Harrell, Jr., Bubba Spears, I. W. Marrell, and Ms. Nan S. Gullahorn, Executrix of the Estate of W. S. Gullahorn; all in care of Mr. James P. Dunigan 1534 S. Treadway Abilenc. Tenas

Midwest Oil Corporation 1500 Wilco Bldg. Midland, Texas 79701 Attn: Mr. J. R. Rowan

Ms. Irene Todhunter P. O. Box 1515 Roswell, New Mexico 88201

Mesdames Belle Gregory & Florence Gregory 606 South Gertryde Avenue Redondo Beach, California 90277



# MINNESS EIN LEURI BRANIES

1500 WILCO BUILDING MIDLAND, TEXAS

PHDEAR // TEARS

May 1, 1968

DIVISION OFFICE DO CONTINUENTAL NATIONAL BANK BUILDING FORT WORTH 2,TEXAS

GENERAL OFFICES DENVER 2, COLORADO

4-2958

Pan American Petroleum Corporation P. O. Box 1410 Fort Worth, Texas 76101

Attention: Mr. Jack D. Anderson

Re: L-7742 East Buffalo Valley Unit CHAVES COUNTY, NEW MEXICO

This, is to advise you that we are not interested in joining a unit of the size set out in your letter of April 16.

Our .0026058 fraction of this unit precludes our participation.

Very truly yours,

MIDWEST; OIL CORPORATION

J. R. Rowan District Landman

JRR:ddw

Gentlemen:

talket will Roman 5-3-68 of its task like we can form with they will the another look They doub wond to go to more growthe mer.

# MUNEST DE CORPORATION

1500 WILCO BUILDING MIDLAND, TEXAS

July 18, 1968

DIVISION OFFICE

GENERAL OFFICED 1700 BROADWAY DENVER 2,COLÓRADO

11

Pan American Petroleum Corporation P. O. Box 1410 Fort Worth, Texas 76101

Attention: Mr. Jack D. Anderson

Gentlemen:

# Re: L-7742 East Buffalo Valley Unit CHAVES COUNTY, NEW MEXICO

Under letter-dated May 1, 1968, we advised you that due to our extremely small interest under your proposed 15350.23 acre working interest unit that we could not recommend participation in the unit.

We have reconsidered your second request to join or farmout to the unit, however we still feel that our .0026058 proportionate interest of this unit is so small that it precludes either of these propositions.

Very truly yours,

MIDWEST OIL CORPORATION

Don F. Dow Landman

DFD:ddw

# THE SUPERIOR OIL COMPANY.

the godt AFE 9 953

P. 0. BOX 1900 MIDLAND, TEXAS 79701

July 19, 1968

Pan American Petroleum Corporation P. O. Box 1410 Fort Worth, Texas 76101

Attention: Mr. Jack D. Anderson

Re: Your AFE-42,958 East Buffalo Valley Unit Chaves County, New Mexico

# Gentlemen:

Reference is made to your letter of April 16, 1968, wherein you proposed the formation of a 15,350.23-acre unit for the drilling of a 9,500' Top of the Mississippian test.

After careful consideration of your proposal, we regret to advise that we are not interested in participating in this venture.

Yours very truly,

THE SUPERIOR OIL COMPANY

Parker aymond Raymond Parker

District Landman

RP:nd

# PANAMERICAN PETERIZIUM COMPUTATION

OIL AND GAS BUILDING P. O. BOX 1410

FORT WORTH, TEXAS---76101

July 17, 1968

# AFE 42,958 East Buffalo Valley Unit Chaves County, New Mexico

# TO ALL ROYALTY, OVERRIDING ROYALTY AND PRODUCTION PAYMENT OWNERS:

Pan American Petroleum Corporation is proposing the formation of a unit plan of exploration and operation for an area in Chaves County, New Mexico, which has been designated as the East Buffalo Valley Unit. The purpose of the unit is to more properly conserve the natural resources and provide for an equitable allocation of any oil or gas production which might be discovered in the unit area.

At our request the United States Geological Survey and the Commissioner of Fublic Lands, State of New Mexico, has designated this to be a logical unit area and has approved our proposed form of unit agreement. It is the standard form of unit agreement 30 CFR 226.12 (1961 reprint); however, they reserve the right to deny approval of any agreement which, in their opinion, does not have full commitment of sufficient lands to afford effective control of unit operations.

Section 9 of the Unit Agreement makes provision for the drilling of the initial test well to the top of the Mississippian formation or 9500 feet unless at a lesser depth unitized substances should be discovered in paying quantities. The location of the initial test well has not been definitely determined. Royalty, overriding royalty and production payment owners are, of course, not charged with any part of the cost and expenses in the drilling or operations of the test wells.

We believe that you will share our desire to have a deep test well drilled in this area, and it is our hope that you will join with us in the formation of this unit. We feel that unitization is the best feasible method of exploring and developing this area and if it is to be successful, sufficient interest must be committed to the unit to make it workable.

It is our belief that you are the owner of a royalty, overriding royalty or production payment under one or more of the oil and gas leases in the unit area; so we, therefore, attach a copy of the unit agreement and six Ratification forms by which you may commit your interest to this unit. If this is acceptable to you, please execute before a Notary Public and return to this office five of the Ratification forms. If you are married, it will be necessary for your spouse to join therein. You may retain one copy of the Ratification and the Unit Agreement for your records. We shall appreciate hearing TO ALL ROYALTY, OVERRIDING ROYALTY AND PRODUCTION PAYMENT OWNERS: July 17, 1968 Page 2

ср

Enclosures

from you as quickly as possible as we are anxious to complete this project at the earliest possible time. If there is any further information you desire, please feel free to contact this office.

Yours very truly,

PAN AMERICAN PETROLEUM CORPORATION

Jack D. Anderson

Royalty, Overriding Royalty and Production Payment Amers Under the East Buffalo Valley Unit

Nr. and Mrs. K. J. Feil 5722 Thirty-Fifth Avenue South Scattle, Washington, 98118

Marcia P. Lane 9470 Santa Monica Boulevard Beverly Hills, California, 90210

Mr. and Mrs. Henry J. Folse 2530 Calhoun New Orleans

Mr. and Mrs. Erving Wolf 308 Lincoln Tower Building Denver, Colorado

Mr. and Mrs. James C. Vandiver c/o Mr. Walter Duncan P. O. Box 137 Durango, Colorado, 81302

Mr. and Mrs. W. Irvin Brennan P. O. Box 289 Claremont, California

Mr. and Mrs. F. J. Bradshaw 337 Pierpont Salt-Lake-City, Utah

Mr. and Mrs. W. R. Carter 4715 Pershing Drive El Paso, Texas

Mr. John B. Carter, Jr. 2426 Bank of Southwest Building Houston, Texas

Mr. and Mrs. Wm. B. Barnhill Mr. Myles A. Culligan P. O. Box 1354 Roswell, New Mexico

Avalanche Journal Publishing Company 200 West Sixth Avenue Amarillo, Texas

Mr. and Mrs. W. C. Bolton Suite 504, The Howard Triangle 833 Howard Avenue New Orleans, Louisiana, 70113

Zada L. Barham c/o Mrs. Vada Spurck 1026 Foreman Building 707 South Hill Street Los Angeles, California Mr. and Mrs. Harry P. Schram P. O. Box 1515 Roswell, New Mexico

Mr. and Mrs. C. E. Scrange P. O. Box 61 Bakersfield, California

Mr. and Mrs. Raymond Chorney Box 144 Casper, Wyoming

Mr. and Mrs. Walter Duncan P. O. Box 137 Durango, Colorado, 81302

Mr. and Mrs. Harold A. Witz c/o Mr. Michael Shearn 3101 Fort Boulevard El Paso, Texas, 79930

Mr. and Mrs. C. A. Mehurin 1427 Second Street New Orleans, Louisiana

Mr. John C. Keeler Box No. 3 Arbuckle, California, 95912

Mr. Michael Shearn 3101 Tort Boulevard El Paso, Texas

Mr. Johney Cockburn 1708 Scenic Drive Fort Worth, Texas

Mr. Milan S. Moore Mrs. Eleanor Roberts 401 Burnside Avenue, Apartment 7E Los Angeles 36, California

Mr. and Mrs. L. C. Harris P. O. Box 1714 Roswell, New Mexico, 88201

Mrs. Vada Spurck 1026 Foreman Building 707 South Hill Street Los Angeles, California

Mr. and Mrs. Richard R. Foster Mr. and Mrs. Brook H. Duncan II c/o Mr. Robert Enfield P. O. Box 807 Roswell, New Mexico, 88201

# PAN AMERICAN PETROLEUM CORPORATION

FORT WORTH, TEXAS-76101 August 20, 1968

> AFE 42,958 East Buffalo Valley Unit Chaves County, New Mexico

Addressees On Attached List

#### Gentlemen:

We enclose one executed and one extra copy of Unit Agreement for The Development and Exploration of the East Buffalo Valley Unit Area along with one executed and one extra copy of Unit Operating Agreement for said Unit. We also enclose six Ratification and Joinder Agreements and would like to request that you execute and return to this officefive copies of the Ratifications after you have reviewed the Unit Agreement and Unit Operating Agreement.

Please be advised that Superior Oil Company and Midwest Oil Corporation refused to join the Unit Agreement as working interest owners and that we have received no reply to our correspondence addressed to Corrine Grace; and we, therefore, assume that she does not wish to join the Unit.

Since our letter to you dated April 16, 1968, we wish to advise that Pan American has acquired the interest which was originally owned by Humble Oil and Refining Company and Belle Gregory and Florence Gregory, and that Ernest Hanson has acquired the interest which was owned by Irene Todhunter.

We would appreciate receiving the five executed copies of the Ratification as soon as possible so that we may process with the USGS and the Commissioner of Public Lands. Should you have any questions concerning this matter, please telephone this office collect.

Yours very truly,

PAN AMERICAN PETROLEUM CORPORATION

Jack D. Anderson

ср

# List of Addressees

Sun Oil Company P. O. Box 1861 Midland, Texas, 79701 Attention: Mr. Ray E. Bray

Mr. John B. Rich 718 Mercantile Trust Building Baltimore, Marylan<sup>4</sup>, 21202

Mrs. Naggie Suetta Cockburn Carper Building Artesia, New Mexico

Messrs. Charles B. Read and Norman L. Stevens P. 0. Box 2126 Roswell, New Mexico, 88201 Bell Petroleum Company Suite 400, 700 Wilshire Boulevard Los Angeles, California, 90017 Attention: Nr. Ralph J. Tingle

Mr. Ernest Hanson P. O. Box 1515 Roswell, New Mexico, 88201

Mr. James P. Dunigan 1534—South-Treadiny Abilene, Texas

Messrs. Neveille G. Penrose and J. M. Zachary 1605 Commerce Building Fort Worth, Texas, 76102

# PAN AMERICAN PETROLEUM CORPORATION

OIL AND GAS BUILDING P. O. BOX 1410 FORT WORTH, TEXAS--76101 August 21, 1968

> AFE 42,958 East Buffalo Valley Unit Chaves County, New Mexico

TO: ALL OVERRIDING ROYALTY AND PRODUCTION PAYMENT OWNERS WHOSE NAMES APPEAR ON THE ATTACHED MAILING LIST

By letter dated July 17, 1968, we forwarded to you a copy of our Unit Agreement for our proposed East Buffalo Valley Unit, Chaves County, New Mexico, along with six Ratification forms. As of this date we have not received the executed Ratifications or a reply from you pertaining to your ratifying the Unit Agreement.

For your information we would like to state that of the 27 overriding royalty and production payment owners who have been contacted, we have received executed ratifications from 14 as of this date.

As we stated in our letter of July 17, 1968, we feel that the best feasible method of exploring and coveloping this area is by unitization; but if unitization is to be successful, a sufficient interest must be committed to the unit in order to make it workable.

We would like to again ask your cooperation in executing before a Notary Public and returning to this office five of the ratification forms so that we may process them for approval with ... United States Geological Survey and the Commissioner of Public Lands, State of New Mexico. If you are married, your spouse should join you in executing the instruments. We would appreciate receiving the executed ratifications or a reply to our letter within the next few days as we are anxious to complete this project at the earliest possible date.

Yours very truly,

PAN AMERICAN PETROLEUM CORPORATION

Jack D. Anderson

ср

<u>Registered</u> Return Receipt Requested

# LIST OF ADDRESSEES

Mr. and Mrs. Walter Duncan P. O. Box 137 Durango, Colorado, 81302

Avalanche Journal Publishing Company 200-West-Sixth-Avenue 309 10 11 110 Amarillo, Texas

Mr. and Mrs. James C. Vandiver c/o Mr. Walter Duncan P. O. Box 137 Durango, Colorado, 81302

Mr. John B. Carter, Jr. 2426 Bank of Southwest Building Houston, Texas Mr. and Mrs. K. J. Feil 5722 Thirty-Fifth Avenue South Seattle, Washington, 98118

Mr. Johney Cuckburn Route No. 1, Box No. 156 Lampasas, Texas, 76550

Mr. Myles A. Culligan Mr. and Mrs. William B. Barnhill P. O. Box 1354 Roswell, New Mexico

# PAN AMERICAN PETROLEUM CORPORATION

OIL AND GAS HUILDING P. O. BOX 1410 FORT WORTH, TEXAS--76101 September 4, 1968

> AFE 42,958 East Buffalo Valley Unit Chaves County, New Nexico

Addressees On Attached List

#### Gentlemen:

By our letter of August 20, 1968, we forwarded to you one executed and one extra copy each of the Unit Agreement and Unit Operating Agreement for the above captioned Unit, along with six Ratification and Joinder Agreements. As of this date, Bell Petroleum and Mr. Ernest Hanson have executed the Ratifications and returned them to this office. We would appreciate very much the remaining working, interest owners in the above captioned Unit to process the Ratifications as soon as possible so that they may be returned to this office for our further handling.

We request that five executed copies of the Ratification be returned to this office as we would like to process this Unit with the U. S. G. S. and the Commissioner of Public Lands in the very near future.

Yours very truly,

PAN AMERICAN PETROLEUM CORPORATION

Jack D. Anderson

ср

<u>Registered</u> Return Receipt Requested

# List of Addressees

Sun Oil Company P. O. Box 1861 Midland, Texas 79701 Attention: Mr. Ray E. Bray

Mrs. Maggie Suetta Cockburn Carper Building Artesia, New Mexico

Mr. John B. Rich 718 Mercantile Trust Building Baltimore, Maryland 21202 Messrs. Neveille G. Penrose and J. M. Zachary 1605 Commerce Building Fort North, Texas 76102

Mr. James P. Dunigan 1534 South Treadway Abilene, Texas

Messirs, Charles B. Read and Norman L. Stevens P. O. Box 2126 Roswell, New Mexico 98201

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

# ENST DUFFILO VALLEY UNIT CHAVES COUNTY, NEW MEXICO

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, the attached Agreement for the development and operation of acreage which is described within the attached Agreement, dated July 1, 1968, which is described within Agreement has been executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 7-11-39, 7-11-40, 7-11-41, 7-11-47, and 7-11-48, New Mexico Statutes Annotated, 1953 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, do hereby consent to and approve the said Agreement, however, such consent and approval being limited and restricted to such lands within the Unit Area, which are effectively committed to the Unit Agreement as of this date, and, Surther, that leases insofar as the lands covered thereby committed to this Unit Agreement shall be and the same are hereby amended to conform with the terms of such Unit Agreement, and said leases shall remain in full force and effect in accordance with the terms and conditions of said Agreement. This approval is subject to all of the provisions and requirements of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 19th. day of 1000 meeting 19 63

COMMIS ONER OF

of the State of New Mexico

# CERTIFICATION--DETERMINATION

Pursuant to the authority vested in the Secretary of Interior, under the act approved February 25, 1920, 41 Stat. 437, as amended, 30 U. S. C. secs. 181, et seq., and delegated to the Oil and Gas Supervisors of the Geological Survey (33 F.R. 5812), I do hereby:

A. Approve the attached agreement for the development and operation of the East Suffalo Valley Unit Area, State of New Mexico.

E. Certify and determine that the unit plan of development and operation contemplated in the attached agreement is necessary and advisable in the public interest for the purpose of more properly conserving the natural resources. C. Certify and determine that the drilling, producing, rental, minimum royalty, and royalty requirements of all Federal leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of this agreement.

Dated: November 20, 1968

Acting Oil and Gas Supervisor United States Geological Survey

Contract Number 14-08-0001-11563

# PAN AMERICAN PETROEEUM CORPORATION

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OIL AND GAS BUILDING FORT WORTH, THKAS-76101 December 233 1968

> AFE-42958 East Buffalo Valley Unit Area Chaves County, New Mexico

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New Mexico Oil Conservation Commission P. O. Box 871 Santa Fe, New Mexico 87501

# Gentlemen:

In accordance with Paragraph 3 on Page 2, Case No. 3825, Order No. R-3481, dated August 21, 1968, pertaining to the captioned unit, we enclose xerox copy of Ratification and Joinder for the captioned unit executed by Florence M. Gregory covering her overriding royalty interest in Tract 23 of Exhibit "B" for the captioned unit.

This Ratification has also been executed by Pan American Petroleum Corporation as Unit Operator and working interest owner of said Tract 23.

Very truly yours, PAN AMERICAN /PETROLEUM CORPORATION

JACK D. ANDERSON

ms encl.

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# KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, East Buffalo Valley Unit Area, County of Chaves, State of New Mexico", dated July 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the East Buffalo Valley Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth in its acknowledgement.

By

Tta

Attest:

Incon/

Notary Public in and for

. L

Pursuant to Section 28 of said Unit Agreement, Pan American Petroleum Corporation, Unit Operator and working interest owner of Tract 23, hereby consents to and accepts the foregoing provisions.

Minut. STATE OF COUNTY OF Ass Wine Res

PAN AMERICAN PETROLEUM CORPORATION APPROVED Its Attorney in Fact D. B. Habon, Jr.

allerm

The foregoing instrument was acknowledged before methis for day of November, 1968 by Jenerce m. Deegord

FENDES L. WILLIAMS STARY PUSHE CALIFORNIA PRINCIPAL OFFICE IN

LOS ANGELES COUNTY

My Commission expires:

My Commission Expluse Oct. 7, 1971 and a start a start and a start STATE OF COUNTY OF

The foregoing instrument was acknowledged before we this to veb \_\_\_, 1968 by \_\_\_\_\_

My Commission expires:

of

Notary Public in and for \_ County,



# UNITED STATES

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IN REPEY REFER TO:

Pen American Pervolaan Corporation P. C. Now 1410 Port North, Tenns 76101

Attention: Mr. Jack D. Anderson

# Sentlemen:

The East Builfalo Valley unit agreement, Chaves County, they Mersico, was approved on November 20, 1960. This agreement has been designated No. 14-00-0001-11563, and is effective as of the date of approval.

Enclosed are two approved copies of the unit space and your records. We request that you furnish the State of New Manice and other interested principals with appropriate evidence of this approval.

Sincerely yours,

# (ORIG SGD.) CARL C. TRAYWICK

OARI C. MARYON Acting Gil and the Supervisor

cc: Washington BLM, Santa Fe Comm. of Pub. Lands, Santa Fe NMOCC, Santa Fe Artesia BOMC, Roswell

E State of New Mexico



Commissioner of Public Lands

GUYTON B. HAYS CONDISSIONER

والمراجل



P. O. BOX 1148 SANTA FE, NEW MEXICO

Pan American Petroleum Corporation P. O. Box 1410 Fort Worth, Texas 76101

-

Re: East Buffalo Valley Unit Chaves County, New Mexico

ATTENTION : Mr. Jack D. Anderson

#### Gentlemen i

The Commissioner of Public Lands has this date approved your East Buffelo Velley Unit, Chaves County, New Mexico, subject to like approval by the United States Geological Survey.

Enclosed are five (5) Certificates of Approval.

This Unit Agreement is effective upon approval by the United States Geological Survey, therefore, please furnish us a copy of their Certificate of Effectiveness immediately so we can process this unit.

Very truly yours,

GUYTCH B. HAYS COMMISSIONER OF PUBLIC LANDS

BY:

Malcola L. Long, Supervisor Unit Division

GEE/TE/ML/s encls. 00: UEGS-Roswell, New Mexico OCC- Santa Fe, New Mexico

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

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

> CASE No. 3825 Order No. R-3481

APPLICATION OF PAN AMERICAN PETROLEUM CORPORATION FOR APPROVAL OF THE EAST BUFFALO VALLEY UNIT AGREEMENT, CHAVES COUNTY, NEW MEXICO.

. A. W. Marthas

URDER OF THE COMMISSION

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#### BY THE COMMISSION:

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This cause came on for hearing at 9 a.m. on August 21, 1968, at Santa Fe, New Mexico, barore Examiner Daniel S. Nutter.

NOW, on this 9th day of September, 1965, the Commission, a quorum being present, 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 Commission has jurisdiction of this cause and the subject matter thereof.

(2) That the applicant, Pan American Petroleum Corporation, seeks approval of the East Suffalo Valley Unit Agreement comprising 15,350.23 acres, more or less, of Federal, State, and Fee lands described as follows:

> CHAVES COURTY, NEW MEXICO <u>TOWNSHIP 14 SOUTH, RANGE 28 EAST, NMPM</u> Sections 1 and 2: All Sections 11 through 14: All Sections 23 through 26: All Sections 35 and 36: All

| TOWNSHIP | 14 | SOUTH,  | RANGE | 29 EAST, NMPM |
|----------|----|---------|-------|---------------|
| Sections | 5  | through | 8:    | A11           |
| Sections | 17 | through | 20:   | A11           |
| Sections | 29 | through | 32:   | A11           |
-2-CASE No. 3825 Order No. R-3481

(3) That approval of the proposed unit agreement should promote the prevention of waste and the protection of correlative rights within the unit area.

IT IS THEREFORE ORDERED:

approved.

(2) That the plan contained in said unit agreement for the development and operation of the unit area is hereby approved in principle as a proper conservation measure: provided, however, that motivitiestanding any of the provisions contained in said unit agreement, this approval shall not be considered as waiving or relinguishing, in any manner, any right, duty, or obligation which is now, or may hereafter be, vested in the Commission to supervise and control operations for the exploration and development of any lands committed to the unit and production of oil or gas therefrom.

(3) That the unit operator shall file with the Commission an executed original or executed counterpart of the unit agreement within 30 days after the effective date thereof; that in the event of subsequent joinder by any party or expansion or contraction of the unit area, the unit operator shall file with the Commission within 30 days thereafter counterparts of the unit agreement reflecting the subscription of those interests having joined or ratified.

(4) That this order shall become effective upon the approval of said unit agreement by the Commissioner of Public Lands for the State of New Mexico and the Director of the United States Geological Survey; that this order shall terminate <u>ipso facto</u> upon the termination of said unit agreement; and that the last unit operator shall notify the Commission immediately in writing of such termination.

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

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



STATE OF NEW MEXICO OIL CONSERVATION COMMISSION NAVID VTON

A. L. PORTER, Jr., Member & Secretary

GOVERNOR DAVID F. CARGO CHAIRMAN

| 40.1 | AT           |           |
|------|--------------|-----------|
| Utl  | Conservation | Vommusion |

State of New Mexico.

LAND COMMISSIONER GUYTON B. HAYS MEMBER



STATE GEOLOGIST A. L. PORTER, JR. BECRETARY - DIRECTOR

BOX 2068 SANTA FE

September 9, 1968

|                                                     | E: Case No.  | 3825      |      |
|-----------------------------------------------------|--------------|-----------|------|
|                                                     | Order No.    | R-3481    |      |
| Mr, Guy Buell<br>Pan American Petroleum Corporation | Applicant:   |           |      |
| Post Office Box 1410<br>Fort Worth, Texas 76101     | Pan American | Petroleum | Corp |

### Dear Sir:

Enclosed herewith are two copies of the above-referenced Commission order recently entered in the subject case.

Very truly yours,

A. L. PORTER, Jr. Secretary-Director

### ALP/ir

Carbon copy of drder also sent to:

X Hobbs OCC Artesia OCC\_ х Aztec OCC

Unit Division - State Land Office Other

State of New Mexico



Commissioner of Public Lands

CUYTON B. HAYS CONMISSIONER



P. O. BOX 1148 SANTA FE, NEW MEXICO

Pan American Petroleum Corporation P. O. Box 1410 Fort Worth, Texas 76101

> Re: East Buffalo Valley Unit Chaves County, New Mexico

ATTENTION: Mr. D. B. Mason, Jr.

Gentlemen:

The Commissioner of Public Lands has this date approved as to form and content your proposed East Buffalo Valley Unit, Chaves County, New Mexico, subject to compliance with the requested changes as proposed by the U.S.G.S. in the agreement and correction of the attached Exhibit "B" where marked in red.

Enclosed is your Official Receipt No. I 29638 in the amount of One Hundred-Twenty (\$120.00) Dollars which covers the filing fee.

Very truly yours,

GUYTON B. HAYS COMMISSIONER OF PUBLIC LANDS

BY: Eddie Fore

Eddie Lopez, Supervisor Unit Division

GBH/TB/EL/s encls.

### ATWOOD & MALONE

LAWYERS

JEFF D. ATWOOD (1883-1960) CHARLES F. MALONE RUSSELL D. MANN PAUL A. COOTER 808 F. TURNER ROBERT A. JOHNSON JOHN W. BASSETT ROBERT E. SADIN

P. O. DRAWER 700 TELEPHONE 505 622-6221 SECURITY NATIONAL BANK BUILDING ROSWELL, NEW MEXICO 86201

> AUGUST lst 1968

Mr. A. L. Porter, Jr. Oil Conservation Commission State Land Office Building Santa Fe, New Mexico

Re: Application for Approval of East Buffalo Valley Unit in Chaves County, New Mexico - Hearing -August 7, 1968 - Case No. (3825)

> J. K. Smith, Esquire (w/encl.) Guy Buell, Esquire (w/encl.)

Dear Mr. Porter:

In behalf of Pan American Petroleum Corporation, we enclose our Entry of Appearance in the above captioned case, to be heard August 7, 1968.

With best regards,

R E S

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Encls. Cc: Very truly yours,

ATWOOD & MALONE

obert & Sabin By:

200 AUG 2 AN (2 30

DOCKET MAILED

8-8-68 Date-

### BEFORE THE OIL CONSERVATION COMMISSION

### STATE OF NEW MEXICO

IN THE MATTER OF THE APPLICATION OF PAN AMERICAN PETROLEUM COR-PORATION FOR APPROVAL OF THE EAST BUFFALO VALLEY UNIT AREA COM-PRISING 15, 350 ACRES, MORE OR LESS, OF FEDERAL, STATE AND FEE LANDS IN TOWNSHIP 14 SOUTH, RANGES 28 and 29 EAST, CHAVES COUNTY, NEW MEXICO.

No. 3825

### ENTRY OF APPEARANCE

The undersigned, Atwood & Malone, licensed to practice law in New Mexico, hereby enter their appearance herein as co-counsel with Guy Buell, Esquire, and Gordon Ryan, Esquire, of Fort Worth, Texas, in behalf of Pan American Petroleum Corporation.

DATED at Roswell, New Mexico, this 1st day of August,

1968.

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ATWOOD & MALONE By

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Post Office Drawer 700 Roswell, New Mexico

260 Aug 2 141 8 35

DOCKET: EXAMINER HEARING - WEDNESDAY - AUGUST 7, 1968

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

The following cases will be heard before Elvis A. Utz, Examiner, or Daniel S. Nutter, Alternate Examiner:

CASE 3778: (Continued from the June 5, 1968 Examiner Hearing)

Application of Atlantic Richfield Company for a dual completion and salt water disposal, Lea County, New Mexico. Applicant, in the above-styled cause, seeks authority to dually complete its State BH Well No. 1 located 660 feet from the North and West lines of Section 13, Township 19 South, Range 34 East, Quail-Queen Pool, Lea County, New Mexico, in such a manner as to permit production of oil from 5080 feet to 5136 feet in the lower Queen formation through tubing and the disposal of produced salt water into the upper Queen formation through the casing-tubing annulus in the perforated interval from 4320 feet to 4830 feet.

Application of Atlantic Richfield Company for salt water disposal, Eddy County, New Mexico. Applicant, in the above-styled cause, seeks authority to dispose of produced salt inter into the San Andres and Paddock formations in its State "A" Well No. 45 located in Unit G, Section 26, Township 17 South, Range 28 East, Empire-Abo Paol, Eddy County, New Mexico, in the perforated interval from 2738 feet to 3032 feet (San Andres) and 3809 feet to 4030 feet (Paddock).

Application of Atlantic Richfield Company for a waterflood project, Eddy County, New Mexico. Applicant, in the above-styled cause, seeks authority to institute a waterflood project in its West Real Lake Unit Area by the injection of water into the Queen, Grayburg, and San Andres formations through 13 wells located in Sections 4, 5, 7, 8, and 9, Nowship 18 South, Range 27 East, Red Lake Queen Grayburg-San Andres Pool, Eddy County, New Mexico.

Application of Pan American Petroleum Corporation for a unit agreement, Chaves County, New Mexico. Applicant, in the above-styled cause, seeks approval of the East Buffalo Valley Unit Area comprising 15,350 acres, more or less, of Federal, State and Fee lands in Township 14 South, Ranges 28 and 29 East, Chaves County, New Mexico.

CASE 3642: (Reopened)

In the matter of Case No. 3642 being reopened jursuant to the provisions of Order No. R-3305, which order established 640-acres spacing units for the North Osudo-Morrow Gas Pool, Lee County, New Maxico, for a period of one year. All interested parties may appear and show cause why said pool should not be developed on 320-acre spacing units.

CASE 3825:

CASE 3824:

CASE 3823:



### UNITED STATES DEPARTMENT OF THE INTERIOR GEOLOGICAL SURVEY WASHINGTON, D.C. 20242

### APR 29 1968

Pan American Petroleum Corporation Post Office Box 1410 Fort Worth, Texas 76101

Attention: Mr. D. B. Mason, Jr.

#### Gentlemen:

Your application filed with the Regional Oil and Gas Supervisor, Roswell, New Mexico, on March 22, 1968, requests the designation of the East Buffalo Valley unit area embracing 15,350.23 acres, more or less, Chaves County, New Mexico, as logically subject to exploration and development under the unitization provisions of the Mineral Leasing Act, as amended.

Pursuant to unit plan regulations of December 22, 1950, 30 CFR 226.3 (1961 reprint), the land requested as outlined on your plat marked "Exhibit A, East Buffalo Valley Unit, Chaves County New Mexico," is hereby designated as a logical unit area.

Your proposed form of unit agreement will be acceptable with the indicated changes. One of the marked copies of said agreement is attached, one copy has been retained, and one copy is being sent to the Oil and Gas Supervisor, Roswell, New Mexico.

In the absence of any other type of land requiring special provisions or any objection not now apparent, a duly executed agreement identical to the 1961 reprint, modified only as outlined above and approved by the appropriate officials of the State of New Mexico, will be approved if submitted in approvable status within a reasonable time. However, the right is reserved to deny approval of any executed agreement which, in our opinion, does not have full commitment of sufficient lands to afford effective concrol of unit operations.

Chango pojes 4,5,7, 18,20

When the executed agreement is transmitted to the Supervisor for approval, include the latest status of all acreage. The format of the sample exhibits attached to the 1961 reprint of the standard form should be followed closely in the preparation of Exhibits A and B.

Inasmuch as the unit area contains State of New Mexico lands, we are sending a copy of this letter to the Commissioner of Public Lands in Santa Fe. Please contact the State of New Mexico before soliciting joinders, regardless of prior contacts with or clearances from the State.

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Sincerely yours,

stem Brown

Acting Director

Core 3825 : Run ad again to set for Aug. 21, 1968. George

Care 3825 Keard. 8 - 7-6 8. Rec. 8-9-68. - Grant Pan Que. approv their Z. Buffalo Valley amit aggreenent in usual form Hold. ander untel opter 8-210 E hearing as it will be readvertised because pour enorin last adrenterment. Lucol. A

Docket No. 25-68

### DOCKET: EXAMINER HEARING - WEDNESDAY - AUGUST 21, 1968

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

The following cases will be heard before Daniel S. Nutter, Examiner, or Elvis A. Utz, Alternate Examiner:

CASE 3825:

Application of Pan American Petroleum Corporation for a unit agreement, Chaves County, New Mexico. Applicant, in the above-styled cause, seeks approval of the East Buffalo Valley Unit Area comprising 15,350 acres, more or less, of Federal, State and Fee lands in Township 14 South, Ranges 28 and 29 East, Chaves County, New Mexico.

CASE 3826:

CASE 3837:

Application of Eugene E. Nearburg for salt water disposal, Chaves County, New Mexico. Applicant, in the above-styled cause, seeks authority to dispose of produced salt water into the Devonian formation in the open-hole interval from approximately 7965 feet to 8015 feet in his Magnolia Burt Federal Well No. 1 located in Unit P, Section 5, Township 8 South, Range 30 East, Cato Field, Chaves, County, New Mexico.

Application of Continental Gil Company for the consolidation of three non-standard gas proration units, Lea County, New Mexico. Applicant, in the above-styled cause, seeks the establishment of a 640-acre standard gas proration unit comprising all of Section 26, Township 23 South, Range 36 East, Jalmat Gas Pool, Lea County, New Mexico, to be simultaneously dedicated to its Lynn B-1 Wells Nos. 1, 3, and 4 located in Units J, C, and M, respectively, of said Section 26, and authority to produce the allowable assigned to the unit from the subject wells in any proportion. Said Well No. 1 is presently dedicated to a 320-acre unit comprising the E/2 of said Section 26, said Well No. 3 is presently dedicated to a 160-acre unit comprising the NW/4 of said Section 26, and said Well No. 4 is presently dedicated to a 160-acre unit comprising the SW/4 of said Section 26.

In the alternative, applicant seeks the consolidation of the non-standard units comprising the E/2 and the SW/4 of said Section 26 into one 480-acre non-standard unit to be dedicated to said Well No. 1.

CASE 3838:

Application of Continental Oil Company for an amendment to Order No. R-872 and an unorthodox gas well location, Lea County, New Mexico. Applicant, in the above-styled cause, seeks the amendment of Order No. R-872 to permit the dedication of the non-standard proration unit authorized therein to its Lockhart "B" Well No. 4 located in Unit H of Section 14 and its Lockhart "B" Well No. 7 located at an unorthodox location 330 feet from the North line and 330 feet from the West line of Section 13, both in Township 21 South, Range 36 East, Eumont Gas Pool, Lea County, New Mexico. Applicant further seeks authority to produce the allowable assigned to said unit from either of the aforesaid wells in any proportion.

CASE 3839:

Application of Continental Oil Company for a waterflood project, Lea County, New Mexico Applicant, in the above-styled cause, seeks

### EAST BUFFALO VALLEY UNIT

### CHAVES COUNTY, NEW MEXICO

| Total Acreage in Unit Area |           |        | 15,350.23 |
|----------------------------|-----------|--------|-----------|
| Federal Acreage            | 9,270.39  | 60.4%  | -         |
| State Acreage              | 5,759.84  | 37.5%  |           |
| Fee Acreage                | 320.00    | 2.1%   |           |
| Pan American owns          | 10,158.48 | 66.18% |           |

| Perce<br>Feder | Acreage Committed to<br>ntage of Acreage Committed<br>al Acreage Committed<br>Acreage Committed to | ltted to Uni<br>to Unit | t<br>8,950.39<br>5,519.84 | 14<br>96.5 <b>%</b><br>95.8 <b>%</b> | ,470.23<br>94.27 <b>%</b> |
|----------------|----------------------------------------------------------------------------------------------------|-------------------------|---------------------------|--------------------------------------|---------------------------|
|                | Pan American                                                                                       |                         | 9,918.48                  | 68.54404%                            | +                         |
| <i>e</i> .     | Sun                                                                                                |                         | 1,440.00                  | 9.95147%                             |                           |
|                | Charles Read and N.                                                                                | Stevens                 | 1,395.20                  | 9.64186%                             | ÷                         |
|                | Bell Petroleum                                                                                     |                         | 681.12                    | 4.70704%                             |                           |
|                | John Rich et al                                                                                    |                         | 635.43                    | 4.39129%                             |                           |
|                | Ernest Hanson                                                                                      |                         | 320.00                    | 2.21144%                             |                           |
|                | Maggie Cockburn et a                                                                               | L                       | 80.00                     | .55286%                              |                           |
| Total          | Acreage Uncommitted                                                                                | to Unit                 | 880 00                    | 5.73%                                |                           |
|                | Corrine Grace - Tract                                                                              |                         | 280.00                    | No reply                             | and the second            |
|                | Midwest Trac                                                                                       | : 13                    | 40.00                     | Refused by lett                      | er                        |
|                | Superior Trac                                                                                      | : 32                    | 240.00                    | Refused by lett                      | er                        |
| 5              | Superior and                                                                                       |                         | ¢                         |                                      |                           |
|                | Pan American Trac                                                                                  | 5 39                    | 320.00                    | · · · · ·                            |                           |
|                |                                                                                                    |                         |                           |                                      |                           |

BEFORE EXAMINER UTZ OIL CONSERVATION COMMISSION PAN HILLS EXHIBIT NO. \_\_\_\_\_ CASE NO. \_\_\_\_\_\_3225



### UNITED STATES DEPARTMENT OF THE INTERIOR GEOLOGICAL SURVEY WASHINGTON, D.C. 20242

APR 29 1969

Pan American Petroleum Corporation Post Office Box 1410 Fort Worth, Texas 76101

Attention: Mr. D. B. Mason, Jr.

#### Gentlemen:

Your application filed with the Regional Oil and Gas Supervisor, Roswell, New Mexico, on March 22, 1968, requests the designation of the East Buffalo Valley unit area embracing 15,350.23 acres, more or less, Chaves County, New Mexico, as logically subject to exploration and development under the unitization provisions of the Mineral Leasing Act, as amended.

Pursuant to unit plan regulations of December 22, 1950, 30 CFR 226.3 (1961 reprint), the land requested as outlined on your plat marked "Exhibit A, East Buffalo Valley Unit, Chaves County, New Mexico," is hereby designated as a logical unit area.

Your proposed form of unit agreement will be acceptable with the indicated changes. One of the marked copies of said agreement is attached, one copy has been retained, and one copy is being sent to the Oil and Gas Supervisor, Roswell, New Mexico.

In the absence of any other type of land requiring special provisions or any objection not now apparent, a duly executed agreement identical to the 1961 reprint, modified only as outlined above and approved by the appropriate officials of the State of New Mexico, will be approved if submitted in approvable status within a reasonable time. However, the right is reserved to deny approval of any executed agreement which, in our opinion, does not have full commitment of sufficient lands to afford effective control of unit operations.

|                             | EXAMINER UTZ       |  |  |  |
|-----------------------------|--------------------|--|--|--|
| OIL CONSEI                  | RVATION COMMISSION |  |  |  |
| OIL CONSERVATION COMMISSION |                    |  |  |  |
| CASE NO                     | 3825               |  |  |  |

Chango Poges 4,5,7, 18,20

When the executed agreement is transmitted to the Supervisor for approval, include the latest status of all acreage. The format of the sample exhibits attached to the 1961 reprint of the standard form should be followed closely in the preparation of Exhibits A and B.

Inasmuch as the unit area contains State of New Mexico lands, we are sending a copy of this letter to the Commissioner of Public Lands in Santa Fe. Please contact the State of New Mexico before soliciting joinders, regardless of prior contacts with or clearances from the State.

2

Sincerely yours,

Sonten Broken

Acting Director

State of New Mexico



Commissioner of Public Lands

CUYTON B. HAYS COMMISSIONER

May 28, 1968

Pan American Petroleum Corporation P. O. Box 1410 Fort Worth, Texas 76101

> Re: East Buffalo Valley Unit Chaves County, New Mexico

P. O. BOX 1148 SANTA FE, NEW MEXICO

ATTENTION: Mr. D. B. Mason, Jr.

Gentlemen:

GBH/TB/EL/s

encls.

The Commissioner of Public Lands has this date approved as to form and content your proposed East Buffalo Valley Unit, Chaves County, New Mexico, subject to compliance with the requested changes as proposed by the U.S.G.S. in the agreement and correction of the attached Exhibit "B" where marked in red.

Enclosed is your Official Receipt No. I 29638 in the amount of One Hundred-Twenty (\$120.00) Dollars which covers the filing fee.

Very truly yours,

GUYTON B. HAYS COMMISSIONER OF PUBLIC LANDS

BY: Eddie

Eddie Lopez, Supervisor Unit Division

| BEFORE EXAMINER UTZ         |
|-----------------------------|
| OIL CONSERVATION COMMISSION |
| PAN AILS EXHIBIT NO. 4      |
| CASE NO. 3825               |

### EAST BUFFALO VALLEY UNIT

### CHAVES COUNTY, NEW MEXICO

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|        | STAT AMDA | TUCATO      | 11.CO |

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|           | Acteage in unit Area                                                                                                                         |                                                                         |                                                                                 | 15,350.23                    |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|---------------------------------------------------------------------------------|------------------------------|
|           | Federal Acreage<br>State Acreage<br>Fee Acreage<br>Pan American owns                                                                         | 9,270.39<br>5,759.84<br>320.00<br>10,158.48                             | 60.4%<br>37.5%<br>2.1%<br>66.18%                                                |                              |
|           |                                                                                                                                              |                                                                         |                                                                                 |                              |
| Pe:<br>Fe | tal Acreage Committed to Unit<br>reentage of Acreage Committed to Unit<br>leral Acreage Committed to Unit<br>ate Acreage Committed to Unit   | 8,950.39<br>5,519.84                                                    | 96.5 <b>%</b><br>95.8 <b>%</b>                                                  | 14,470.23<br>94.27 <b>\$</b> |
|           | Pán American<br>Sun<br>Charles Read and N. Stevens<br>Bell Petroleum<br>John Rich et al<br>Ernest Hanson<br>Maggie Cockburn et al            | 9,918.48<br>1,440.00<br>1,395.20<br>681.12<br>635.43<br>320.00<br>80.00 | 68.544047<br>9.95147X<br>9.64186%<br>4.70704%<br>4.39129%<br>2.21144%<br>55286% |                              |
| Tot       | al Acreage Uncommitted to Unit<br>Corrine Grace - Tract 10<br>Midwest Tract 13<br>Superior Tract 32<br>Superior and<br>Pan American Tract 39 | 880.00<br>280.00<br>40.00<br>240.00<br>320.00                           | 5.73%<br>No reply<br>Refused by 1<br>Refused by 1                               | etter<br>etter               |
|           |                                                                                                                                              |                                                                         | 1 1 <b>1</b> 1                                                                  |                              |

DRAFT

GMH/esr

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

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

> CASE No. <u>3825</u> Order No. R-<u>348</u>

AN

APPLICATION OF PAN AMERICAN PETROLEUM CORPORATION FOR APPROVAL OF THE EAST BUFFALO VALLEY UNIT AGREEMENT, CHAVES COUNTY, NEW MEXICO.

### ORDER OF THE COMMISSION

### BY THE COMMISSION:

This cause came on for hearing at 9 a.m. on <u>August 21</u> 1968, at Santa Fe, New Mexico, before Examiner <u>Daniel S. Nutter</u>.

NOW, on this \_\_\_\_\_\_ day of <u>August</u>, 196<u>8</u>, the Commission, a guorum being present, 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 Commission has jurisdiction of this cause and the subject matter thereof.

(2) That the applicant, Pan American Petroleum Corporation,

seeks approval of the East Buffalo Valley Unit Agreement compris-15 3 50.2 3

ing 15,350 acres, more or less, of Federal, State, and Fee lands

desc. ibed as follows:

### CHAVES COUNTY, NEW MEXICO TOWNSHIP 14 SOUTH, RANGE 28 EAST, NMPM

Sections 1 and 2: are Sections 11 through 14: are Sections 23 through 26: are lections 35 and 36: are

TOWNSHIP 14 SOUTH, RANGE 29 EAST, NMPM Section 5 attack through 8 : all Section 17 through 20 : all Section 29 through 32 : all

(3) That approval of the proposed unit agreement should promote the prevention of waste and the protection of correlative rights within the unit area.

### IT IS THEREFORE ORDERED:

(1) That the <u>East Buffalo Valley</u> Unit Agreement is hereby approved.

(2) That the plan contained in said unit agreement for the development and operation of the unit area is hereby approved in principle as a proper conservation measure; provided, however, that notwithstanding any of the provisions contained in said unit agreement, this approval shall not be considered as waiving or relinquishing, in any manner, any right, duty, or obligation which is now, or may hereafter be, vested in the Commission to supervise and control operations for the exploration and development of any lands committed to the unit and production of oil or gas therefrom.

(3) That the unit operator shall file with the Commission an executed original or executed counterpart of the unit agreement within 30 days after the effective date thereof; that in the event of subsequent joinder by any party or expansion or contraction of the unit area, the unit operator shall file with the Commission within 30 days thereafter counterparts of the unit agreement reflecting the subscription of those interests having joined or ratified.

(4) That this order shall become effective upon the approval of said unit agreement by the Commissioner of Public Lands for the State of New Mexico and the Director of the United States Geological Survey; that this order shall terminate <u>ipso facto</u> upon the termination of said unit agreement; and that the last unit operator shall notify the Commission immediately in writing of such

termination.

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

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

-2-

# PAN AMERICAN PETROLEUM CORPORATION

D. L. RAY Division Engineer FORT WORTH, TEXAS-76101

Puce 3825 301, 5, 1960

File: GHF-355-986.510.1

Subject: Unit Agreement East Buffalo Valley Unit Chaves County, New Mexico

Mr. A. L. Porter (3) Secretary-Director New Mexico Oil Conservation Commission P. O. Box 871 Santa Fe, New Mexico

Dear Sir:

Pan American Petroleum Corporation respectfully requests that a hearing be scheduled to consider our application for approval of the Unit Agreement for the East Buffalo Valley Unit, comprising 15,350 acres of Federal, State and fee acreage in Township 14 South, Ranges 28 and 29 East, Chaves County, New Mexico. Attached is a copy of the Unit Agreement which contains as Exhibit "A" a plat of the Unit area and as Exhibit "B" a listing of working interest and royalty interest owners within the proposed Unit area.

Yours very truly,

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AH 8 23

DGW:mp Attachments

## PAN AMERICAN PETROLEUM CORPORATION

OIL AND GAS BUILDING P. O. BOX 1410 FORT WORTH, TEXAS-76101

ac 3822 Juli 5, 1960

File: GHF-355-986.510.1

Subject: Unit Agreement East Buffalo Valley Unit Chaves County, New Mexico

Mr. A. L. Forter (3) Secretary-Director New Mexico Oil Conservation Commission P. O. Box 871 Santa Fe, New Mexico

### Dear Sir:

M 446 8-66

D. L. RAY DIVISION ENGINEER

> Pan American Petroleum Corporation respectfully requests that a hearing be scheduled to consider our application for approval of the Unit Agreement for the East Buffalo Valley Unit, comprising 15,350 acres of Federal, State and fee acreage in Township 14 South, Ranges 28 and 29 East, Chaves County, New Mexico. Attached is a copy of the Unit Agreement which contains as Exhibit "A" a plat of the Unit area and as Exhibit "B" a listing of working interest and royalty interest owners within the proposed Unit area.

> > Yours very truly,

<u>) | {</u> 23

DGW:mp Attachments

# PAN AMERICAN PETROLEUM CORPORATION

OIL AND GAS BUILDING P. O. BOX 1410 FORT WORTH, TEXAS-76101

D. L. RAY Division Engineer

JRM 446 8-66

July 5, 1968

File: GHF-355-986.510.1

Subject: Unit Agreement East Buffalo Valley Unit Chaves County, New Mexico

Cuch 3825

Mr. A. L. Porter (3) Secretary-Director New Mexico Oil Conservation Commission P. 0. Box 871 Santa Fe, New Mexico

Dear Sir:

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Yours very truly,

D.L. Kay

DGW:mp Attachments

Date 8-818 Date 1-26-6

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Page 1

|    | NEW MEXICO OIL CONSERVATI | ION COMMISSION |  |
|----|---------------------------|----------------|--|
|    | EXAMINER HEARING          | <b>}</b>       |  |
| ·· | SANTA FE                  |                |  |
|    |                           | 2              |  |

Hearing Date\_\_\_\_\_

AUGUST 21, 1968

TIME: 9 A.M.

LOCATION NAME REPRESENTING AGUA, INC W.G. Abbott Hobbs , N. Mex. RWBYram NI Du Harmie SF- AUSTIN Eugene E. NEARBURG Solf. Dallas, TEx. Great Bend, Kansi Rice Engr. & Oper. Inc. Gordon Jones Rice Engli & Op u, Inc Loy B. Good heart Hobbs, New Minico. Hobbs, N. n. Victor T. Lyon CONTINENTAL OIL CO J. Roger Porter Kullah \$ 70x Sata Fe Jason W. Kellah Shell Oil Co Midlasd Teres GA Montoya

MR. NUTTER: The hearing will come to order, please. The first case this morning will be Case 3825.

2

MR. HATCH: Application of Pan American Petroleum Corporation for a unit agreement, Chaves County, New Mexico.

MR. NUTTER: I might point out that Case 3825 has been heard. There is a record in the Case. Due to a slight mistake in advertisement in Chaves County newspaper, we had to re-open the case. Are there any appearances in Case 3825? If not, the case stands.

STATE OF NEW MEXICO ) ) ss COUNTY OF BERNALILLO )

I, ADA DEARNLEY, Court Reporter in and for the County of Bernalillo, State of New Mexico, do hereby certify that the foregoing and attached Transcript of Proceedings before the New Mexico Oil Conservation Commission was reported by me, and that the same is a true and correct record to the best of my knowledge, skill and ability.

WITNESS my hand this 28th day of August, 1968.

I do hereby sertify that the foregoing is a complete record of the proceedings Ìп the Staminer hearing of Case Ho 826, ADA DEARNLEY heard by we on in ... Ereniner

Nexico Oil Conservation Cosmission



Page 1

|                |                                                                                                                                                                                                                                     | NEW MEXICO OIL CONSERVATI | ION COMMISSIO                         | N                                     |             |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------|---------------------------------------|-------------|
|                |                                                                                                                                                                                                                                     | EXAMINER HEARING          |                                       |                                       |             |
|                |                                                                                                                                                                                                                                     | SANTA FE                  | , NEW MEXIC                           | 0                                     |             |
| -              | Hearing Date                                                                                                                                                                                                                        | AUGUST 21, 1968           |                                       | TIME: 9 A.M.                          |             |
|                |                                                                                                                                                                                                                                     |                           |                                       |                                       | •<br>•<br>• |
|                | NAME                                                                                                                                                                                                                                | REPRESENTI                | NG                                    | LOCATION                              |             |
|                | W.G. Abbott                                                                                                                                                                                                                         | AGUA, INC                 |                                       | Hobbs, N.                             | Me          |
|                | NL Du Haime                                                                                                                                                                                                                         | RWByram                   |                                       | SF_ALSTI                              |             |
|                | Eugene E. NEMA                                                                                                                                                                                                                      |                           |                                       | Darlas, TE.                           |             |
|                | Culper - Ciri ciri                                                                                                                                                                                                                  |                           |                                       |                                       |             |
|                | Gordon Junes                                                                                                                                                                                                                        | Rice Engr. & Op           | er. Tise .                            | Great Bend, 1                         | Fan.        |
|                | Loy B. Good hear                                                                                                                                                                                                                    |                           |                                       | Hobbs, News M                         |             |
|                |                                                                                                                                                                                                                                     |                           | • • • • • • • • • • • • • • • • • • • | Hobbs, N. 1                           |             |
|                | Victor T. Lyc                                                                                                                                                                                                                       |                           | L UIL CO                              | 110003, 24, 71                        |             |
|                | J. Roger Porter                                                                                                                                                                                                                     |                           |                                       |                                       |             |
|                | Jacon W. Kellen<br>G.A. Montoya                                                                                                                                                                                                     | Kullahi & Tox             |                                       | Santa Fe                              |             |
|                | G.A. Montoya                                                                                                                                                                                                                        | Shell Oil Co              |                                       | Michard Te.                           | h i t       |
| ratema funtion |                                                                                                                                                                                                                                     |                           | · ·                                   |                                       |             |
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WITNESS my hand this 28th day of August, 1968.

I do hereby surtify that the foregoing is ADA DEARNLEY complete record of the proceeding Even nor hearing

Examiner erico Ofl Conservation Commission



MR. UTZ: Case 3825.

MR. HATCH: Case 3825. Application of Pan American Petroleum Corporation for a unit agreement, Chaves County, New Mexico.

MR. BUELL: May it please the Examiner, for Pan American Petroleum Corporation, Guy Buell. We will have two witnesses, neither of which have been sworn.

(Witnesses sworn)

MR. UTZ: Are there any other appearances in this case?

(Whereupon, Applicant's Exhibits numbered 1 through 6 were marked for identification)

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JOE W. DURKEE, called as a witness, having been first duly sworn, was examined and testified as follows:

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BY MR. BUELL:

Q Mr. Durkee, would you state your complete name, by whom you are employed and in what capacity and in what location, please, sir?

A Joe W. Durkee, Staff Lineman, Pan American Petroleum Corporation, Fort Worth, Texas.

Q Does your office have supervision over Pan American's activities in land matters in southeast New Mexico, and particularly, in Chaves County, New Mexico?

A Yes.

Q All right, sir. In connection with your work in our land department, are you familiar with the contract and the instruments that have been prepared to form this subject exploratory unit that we're here on today?

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A Yes.

Q All right, sir. In connection with that, would you look first at what has been identified as our Exhibit Number 1. What is that exhibit?

A That's our proposed unit agreement for the **Best** Buffalo Valley unit.

Q All right, sir. I believe, attached to Exhibit 1, the unit agreement, is a plat which is marked Exhibit  $\Lambda$ , is that correct?

A That's correct.

Q What does it reflect, Mr. Durkee?

A It reflects the boundaries of the proposed unit and the status of the acreage within.

Q Do you recall the total amount of surface acres within the boundaries of this unit?

A 15,350, approximately.

Q All right, sir. As of this time, have all the

owners of the interests committed --

No.

Α

Q -- their interests to this exploratory unit?

A No, they have not.

Q How many surface acres are not at this time not committed?

A 880.

Q And on the copy of the plat which the Examiner has, official exhibit 1, and the copies that Mr. Hatch has, have you encircled that 880 acres in red so that the Examiner and the counsel can see the tracts that aren't committed?

A Yes.

Q All right, sir. Let me ask you this; Do you feel that we have enough acreage committed to give us effective operating control over this exploratory unit?

A Yes. We have approximately 94.27 percent committed.Q Less than six percent uncommitted?

A Correct.

Q While we're talking about this percentage committed, let's look also at Exhibit 2. What is that, Mr. Durkee?

A That reflects the amount of acreage in the unit as Federal, State, Fee percentages committed and percentages uncommitted.

Q All right, sir. So that the Examiner can tell while he's looking at our plat that has the uncommitted acreage

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colored, where is the proposed location from the wildcat exploratory well that will be drilled on this unit?

A It will be located in Section 13, 14 South, 28 East, 1980 feet from the south and east line of Section 13.

Q And the unit agreement, Exhibit Number 1, does have a mandatory drilling operation on it?

A Yes, it does.

Q How much time do we have after all final approvals are obtained to commence this wildcat well?

A Six months.

Q Do you recall the depth that we're committed to drill it to?

A 9500 feet unless the top of the Mississippi is

encountered at a lesser depth.

Q All right, sir. Look now at what has been identified as our Exhibit Number 3. What is that exhibit?

A I'm not sure of the number you've got.

Q It's a letter from the U.S.G.S.

A Oh. Well, the letter from the U.S. Geological Survey giving preliminary approval as to --

Q All right, sir. And Exhibit Number 4, what is that exhibit?

A It's a letter from the State Land Commission, also giving preliminary approval as to form.

Q All right, sir. Now, jumping back to Exhibit 1 again, the unit agreement, it is in the almost identical form that we've used here for the formation of both Federal and State and Fee exploratory units?

A Yes, it is.

Q Do you have anything else that you care to add at this time, Mr. Durkee?

A No.

MR. BUELL: That's all we have by way of Direct of Mr. Durkee, Mr.Examiner, and Mr. Ball is the Geologist who will go into the geological data with regard to this unit.

MR. UTZ: Are there any questions of the witness? He may be excused.

(Witness excused.)

STANTON M. BALL, called as a witness, having been first duly sworn, was examined and testified as follows:

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Q Does your office have supervision over our geological activities in southeast New Mexico and, particularly, in Chaves County?

A Yes, it does.

Q You've never testified before this Commission before today, have you?

A No, I have not.

Geology?

A BS, MS and PhD Degrees from the University of Kansas. Q What have you done since, and when did you get your final degree?

A 1964.

Q And what have you done since graduation, Mr. Ball?

A I have been employed by Pan American.

Q All right, sir. Have you made a study of the **particular**: area in which our **Ba**at Buffalo Valley exploratory unit is located in Chaves County?

A Yes, I have.

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A This exhibit shows the area of the proposed unit with the boundary of said unit in the heavy black hatchered line. It also shows a structural contour line on the basis as drawn on the top of the Morrow-Atoka formation, which is this datum on the corresponding cross-section.

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Q And that cross-section has been identified as Exhibit 6, so any time you like, you can jump back and forth and if it will help in your testimony. Let me ask you this before you go any further: What is our principal objective in this wildcat exploratory well?

A Well, as in all our wildcats, we, of course, hope to establish commercial production with this well.

Q Is there any one formation that is our principal target or objective?

A The Morrow-Atoka is our principal objective here. However, as shown in this list on the right, there are other younger formations that we will penetrate on the way to the Morrow-Atoka that we consider secondary objectives in this area, including the Queens, the San Andres, the Wolfcamp and the Pennsylvanian.

Q Do you think we'll encounter the top of the Mississippian by the time we get to a depth of 9500 feet?

A Yes, sir.

Q And you've placed on the Exhibit Number 5 there, your projected tops of these other formations which we'll penetrate on our way down to our total depth objective?

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Mener A Yes, sir.

MR. UTZ: Did you say Morrow-Atoka? THE WITNESS: Morrow-Atoka or Atoka-Morrow. MR. UTZ: Aren't they two different zones?

THE WITNESS: No, not the way we've mapped the Morrow-Atoka. It's a single formation.

MR. BUELL: It's commonly referred to by a lot of us, Mr. Examiner, as Atoka-Morrow and some of us just call it Morrow.

MR. UTZ: Well, we have designated the Atoka zones and Morrow zones.

MR. BUELL: Is that right?

MR. UTZ: In our nomenclature. So you're calling this Morrow-Atoka one zone?

THE WITNESS: Yes. But it's what you may be calling Morrow in your --

MR. BUELL: I suspect it is, Mr. Ball. And, really, when we drill our well and, hopefully, if it's a producer, and we all want it to be, then we'll thrash that out.

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A Yes. This contour, structural contour, reflects a general southeastward nosing on the top of the Morrow formation. The other contour line is that 200 foot thickness line for the Morrow, and, of course, the placement of those lines are based on regional maps to cover a much bigger area.

Q You've shown the proposed location for our wildcat well with a circle, have you not?

A Yes, in the 1980 feet, southeast, Section 13, 14 South. Q Let me ask you this: You heard Mr. Durkee's testimony with regard to the fact that a little less than six percent at this time is not committed. He said from an operative standpoint, that wouldn't hinder us at all with this unit. Do you feel in any way, from a geological standpoint or an exploratory standpoint, that smaller amount of sign-up or lack of sign-up will hinder us in any way?

A No, I do not.

Q Do you feel, Mr. Ball, that with regard to the particular area of our exploratory unit, as outlined on Exhibit 5, that we have included within its boundary probably what we feel will be the productive area of the Morrow in this particular locality?

A Yes, for this structure in this specific area.
 Q Of course, by its very name, this is an exploratory
 unit and it's a wildcat well, so we're making projections and

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A Yes, sir.

'Q Would you like to comment in a little more fuller detail on what your cross-section shows for the benefit of the Examiner?

A The cross-section is shown in relationship to the unit by that red taped line coming down from the northwest to southeast with wells projected in, and a different type of red tape.

Q Actually, none of these wells, the logs of which you're using on your cross-section, are physically located in the

exploratory unit?

A That is correct.

Q All right, sir.

A On the cross-section, I think the main things we're trying to show here is that the Morrow formation thins to the northwest. It contains multiple venticular quarter malmstone shown by the yellow color and this is the main perspective zone under this particular proposed unit.

MR. UTZ: I'm not sure where you list the Atoka over here. Is that the orange zone there?

THE WITNESS: Well, the situation is --

MR. UTZ: There's no Morrow over here, though.

THE WITNESS: Well, this is what we think, sir, but

our problem here is that we're using spore pollen for dating these rocks and our data is not yet good enough to differentiate these two, we think, mainly because of thinness that by the time we get to the extreme west end of this cross-section which actually is off the map shown over here, that we do not have any Morrow. This is not proven, yet.

Q (By Mr. Buell) Mr. Ball, do you feel that the approval of this exploratory unit by the New Mexico Oil Conservation Commission will serve conservation in that it will allow development to begin and exploration to begin on this block of acreage in Chaves County?

A Yes, I do.

Q Do you have anything else you would care to add at this time, Mr. Ball?

A No, I don't believe so.

MR. BUELL: May it please the Examiner, that concludes all of our Direct. I would like to formally offer our exhibits 1 through 6 inclusive.

MR. UTZ: Without objection, Exhibits 1 through 6 will be entered into the record in this case. Are there questions of the witness?

> (Whereupon, Applicant's Exhibits 1 through 6, inclusive, were admitted into the record)

MR. BUELL: Mr. Examiner, I should make this comment

for the record. Unfortunately, the paper in Roswell omitted publishing the advertisement of this hearing. The Commission has already readvertised it for the August 21st Examiner's Docket. I would like to request of Mr. Hatch that when that case is called, if he would be kind enough to just offer the record that we made here today under the readvertised docket, I would certainly appreciate it.

MR. HATCH: All right.

MR. UTZ: I'll delay an order on this until after the 21st of August.

MR. BUELL: Yes, sir.

MR. UTZ: If there are no questions, the witness may be excused. The case will be taken under advisement.

(Witness excused).

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# JOE W. DURKEE

WITNESS

Direct Examination by Mr. Buell

STANTON M. BALL

Direct Examination by Mr. Buell

| EXHIBIT               | MARKED- | OFFERED AND<br>ADMITTED |
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| Applicant's 1 through |         |                         |
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STATE OF NEW MEXICO ) ) ss COUNTY OF BERNALILLO)

I, CHARLOTTE J. MACIAS, Notary Public in and for the County of Bernalillo, State of New Mexico, do hereby certify that the foregoing and attached Transcript of Hearing before the New Mexico Oil Conservation Commission was reported by me; and that the same is a true and correct record of the said proceedings, to the best of my knowledge, skill and ability. Witness my Hand and Seal this 30 day of August, 1968.

Micia Notary Public

My Commission Expires:

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BEFORE THE CONVENTION NEW MEXICO OIL CONSERVATION COMMISSION Santa Fe, New Mexico August 7, 1968 DAILY EXAMILIER HEARING dearnley-meier reporting service, inc. MEXICO · ALBUQUEYOUE, NEW EXPERT TEST IN THE MATTER OF: CASE No. 3825 Application of Pan American Petroleum Corporation for a unit TATE 5 agreement, Chaves County, New Mexico. 342 HEARINGS, INOHA 1120 SIMMS BLDG. . P. O. BOX 1092 . DEPOSITIONS, BEFORE: TElvis A. Utz, Examiner SPECIALIZING IN TRANSCRIPT OF HEARING

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A 15,350, approximately.

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Q -- their interests to this exploratory unit?

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(Witness excused).

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STANTON M. BALL

Direct Examination by Mr. Buell

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STATE OF NEW MEXICO ) ) SS COUNTY OF BERNALILLO)

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Kaslett Macias Notary Public

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My Commission Expires: Zeb. 10. 1971.

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