

BEFORE EXAMINER STAMETS
OIL CONSERVATION DIVISION

EXHIBIT NO. 6

CASE NO. 7883, 7884, 7885

Submitted by Applicant

Hearing Date 5/25/83

AMENDMENT TO OIL AND GAS LEASE

This Agreement entered into this _____ day of _____, 1983 by and between BASIN MINERALS, INC., a corporation, hereinafter referred to as "Basin" and the owners of the minerals of the lands hereinafter described, which owners are hereinafter referred to as "the Undersigned";

Witnesseth:

WHEREAS, Saul Yager, et ux executed that certain Oil, Gas and Mineral Lease to Wayne Moore dated September 1, 1948 recorded in Book 135, Page 86 of the San Juan County Records covering the following described land located in San Juan County, New Mexico:

Township 31 North, Range 11 West, N.M.P.M.
Section 27: S/2 NW/4; NE/4 SW/4; NW/4 SE/4
Containing 160.00 acres, more or less, in San Juan County, New Mexico;

and

WHEREAS, the Undersigned are the successors in interest to the original Lessors; and

WHEREAS, by virtue of the conveyances and farmout agreements, Basin has or will acquire all of the rights of the original Lessee under the above described Oil and Gas Lease; and

WHEREAS, Basin and the Undersigned have agreed to amend the Lease in the manner hereinafter specified.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for One Dollar (\$1.00) cash to each of the them in hand paid, the Undersigned and Basin do hereby amend the above mentioned Oil and Gas Lease by adding the following:

"Basin is hereby granted the right, power and option at any time or times to pool and combine the land covered by this lease or any portion thereof with any other land, lease or leases in the vicinity thereof when in Basin's judgment it is necessary to or advisable to do so. Such pooling may include all oil, gas and other minerals or may be limited to one or more such substances and may extend to all such production or

may be limited to one or more zones or formations. Any such pooling shall be into a unit or units not exceeding by more than ten percent (10%) forty (40) acres each for the exploration, development and production of oil, and not exceeding by more than ten percent (10%) three hundred twenty (320) acres each for the exploration, development and production of gas, including condensate. The effective date and term of each such pooling shall be as set forth by Basin in an instrument filed for record in the county in which the pooled land is situated, which instrument shall describe the acreage, zones, formations and substances pooled. Production, drilling or reworking operations anywhere on any such unit shall be treated as production, drilling or reworking operations on land covered by this lease. There shall be allocated to this lease the proportion of the pooled production from any such unit that the number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit; royalties shall be paid hereunder only upon that portion of such production so allocated, and as to pooled production from land in such unit such royalties shall be in lieu of any other royalties.

Except as herein modified and amended, the said Lease shall remain in full force and effect in accordance with all of its terms, covenants and conditions.

This instrument may be signed in multiple counterparts, each of which shall be deemed an original. This instrument shall be binding upon all parties executing the same whether or not executed by all parties.

IN WITNESS WHEREOF this agreement is executed as of the day and year first hereinabove written.

BASIN MINERALS, INC.,
A Texas corporation

By _____
President

Frederick S. Nathan, Successor
Trustee under Trust Agreement
dated July 1, 1965

Barbara Ann Witten

Morris Mizel

Myrna Raffkind

Judy Zweibach

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on _____,
1983 by William J. Mounce, President of Basin Minerals, Inc., a
Texas corporation, on behalf of said corporation.

Notary Public

My commission expires:
_____.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

This instrument was acknowledged before me on _____,
1983 by Frederick S. Nathan, Successor Trustee under Trust Agree-
ment dated July 1, 1965.

Notary Public

My commission expires:
_____.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

This instrument was acknowledged before me on _____,
1983 by Barbara Ann Witten.

Notary Public

My commission expires:
_____.

STATE OF OKLAHOMA)
)
COUNTY OF _____)

This instrument was acknowledged before me on _____,
1983 by Morris Mizel.

Notary Public

My commission expires:
_____.

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on _____,
1983 by Myrna Raffkind.

Notary Public

My commission expires:
_____.

STATE OF NEBRASKA)
)
COUNTY OF _____)

This instrument was acknowledged before me on _____,
1983 by Judy Zweibach.

Notary Public

My commission expires:
_____.