

9003 - 18

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION OF THE
WEST BRAVO DOME CARBON DIOXIDE GAS UNIT
HARRING COUNTY, NEW MEXICO



State of New Mexico }
County of Harding }

This instrument was filed for record on this
12 day of December A. D. 1984
At 8:00 o'clock A. M. and duly recorded in
Book 14 of O & G page 18-88
County Clerk
By Patricia M. McCreary Deputy

BEFORE THE OIL CONSERVATION DIVISION
Santa Fe, New Mexico
Case No. 14545 Exhibit No. 2
Submitted by:
HESS CORPORATION
Hearing Date: September 16, 2010

CERTIFICATION

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Patricia M. McCreary
COUNTY CLERK

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BEFORE THE OIL CONSERVATION DIVISION
Santa Fe, New Mexico
Case No. 14545 Exhibit No. 2
Submitted by:
HESS CORPORATION
Hearing Date: September 16, 2010

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UNIT AGREEMENT

FOR THE DEVELOPMENT AND OPERATION OF THE
WEST BRAVO DOME CARBON DIOXIDE GAS UNIT
HARDING COUNTY, NEW MEXICO

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William J. Haskins
CAMERA OPERATOR

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John A. Smith
 SPECIAL AGENT

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William C. Haskins
CAMERA OPERATOR

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Allen Arista
CAMERA OPERATOR

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UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION OF THE
WEST BRAVO DOME CARBON DIOXIDE GAS UNIT
HARDING COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the first day of September, 1983, by and between the parties who have signed the original of this instrument, a counterpart hereof, or other instrument agreeing to become a party hereto;

WITNESSETH, THAT:

WHEREAS, it is necessary to establish the WEST BRAVO DOME CARBON DIOXIDE GAS UNIT in order to prevent waste, promote conservation, provide orderly development, and increase the ultimate recovery of Unitized Substances, and in order to protect the correlative rights of the parties hereto and afford to each of the parties hereto such party's fair and equitable share of Unitized Substances, and it is deemed in the public interest and for the mutual benefit of the parties hereto that the Unit Area be developed and operated as though it were a single lease; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Chapter 19, Article 10, Section 43, New Mexico Statutes 1978 Annotated) to consent to and/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 Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Chapter 19, Article 10, Section 4, New Mexico Statutes 1978 Annotated) to amend with the approval of the lessee any oil and gas lease embracing State lands so that the length of the term of said lease will coincide with the terms of this agreement; and

WHEREAS, the Oil and Gas Conservation Division of the State of New Mexico is authorized by an Act of the Legislature (Chapter 70, Article 2, Section 17, New Mexico Statutes 1978 Annotated) to approve this agreement and the conservation provisions hereof; and

WHEREAS, the Mineral Leasing Act of February 25, 1920 41 Stat. 437, as amended, 30 U.S.C. Section 181 et seq., authorizes Federal lessees and their representatives to unite with each other, or jointly or separately with others in collectively adopting and operating a unit plan of

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Carlson, J. H. H. S.
CARRER OPERATOR

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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 Mineral Leasing Act of February 25, 1920, as amended, supra, and all valid pertinent regulations, including operating and unit plan regulations, heretofore 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, or the oil and gas operating regulations of the State of New Mexico in effect as of the date hereof; 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 of New Mexico, are hereby accepted and made a part of this Agreement;

NOW THEREFORE, in consideration of the premises, of the mutual covenants and agreements herein contained, and of the benefits to be derived herefrom, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

As used in this agreement:

1.1 Unit Area is the land described by Tracts in Exhibit B and shown on Exhibit A as to which this agreement becomes effective or to which it may be extended as herein provided.

1.2 Unitized Formation is the subsurface portion of the Unit Area which includes all of the Tubb formation and is described as follows:

That stratigraphic interval which extends from the base of the "Cimarron Anhydrite Marker," said marker being found at a depth of 1968 feet (Elev. 4521.4', Subsea Datum +2563.4) on the Schlumberger Compensated Neutron-Formation Density Log of the Cities Service Company State "DC" Well No. 1, located 1980' from the North Line and 1980' from the West Line of Section 36, Township 19 North, Range 29 East, NMPM, to the top of the Precambrian Basement, said top being found at a depth of 2114 feet (Subsea Datum +2417.4) on this same log.

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John A. Smith
Camera Operator

W. L. Smith
Date of Filing

9003 - 25

1.3 Unitized Substances are Carbon Dioxide Gas and all associated and constituent liquid or liquefiable carbonates, including all non-commercial quantities of hydrocarbons or other combinations of elements, within or produced from the Unitized Formation.

1.4 Working Interest is an interest in Unitized Substances by virtue of a lease, operating agreement, fee title, or otherwise, including a carried interest, the owner of which interest has the exclusive right to search for and produce Carbon Dioxide Gas and is obligated to pay, either in cash or out of production or otherwise, a portion of the Unit Expense; however, Carbon Dioxide Gas Rights that are free of lease or other instrument creating a Working Interest shall be regarded as a Working Interest to the extent of seven-eighths (7/8) thereof and a Royalty Interest to the extent of the remaining one-eighth (1/8) thereof. A Royalty Interest created out of a Working Interest subsequent to the execution of this agreement by the owner of such Working Interest shall continue to be subject to such Working Interest burdens and obligations that are stated in this agreement.

1.5 Royalty Interest is a right to or interest in any portion of Unitized Substances or proceeds thereof other than a Working Interest.

1.6 Royalty Owner is a party hereto who owns a Royalty Interest.

1.7 Working Interest Owner is a party hereto who owns a Working Interest.

1.8 Tract is the land described as such and given a Tract number in Exhibit B.

1.9 Unit Operating Agreement is the agreement entered into by Working Interest Owners, having the same Effective Date as this agreement, entitled "Unit Operating Agreement, West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico."

1.10 Unit Operator is the Working Interest Owner designated by Working Interest Owners under the Unit Operating Agreement to conduct Unit Operations, acting as operator and not as a Working Interest Owner.

1.11 Tract Participation is the percentage shown on Exhibit C for allocating Unitized Substances to a Tract.

1.12 Unit Participation of a Working Interest Owner is the sum of the percentages obtained by multiplying the Working Interest of such Working Interest Owner in each Tract that qualifies for inclusion within the Unit Area by the Tract Participation of such Tract.

-3-

CERTIFICATION

I, the undersigned, certify that the foregoing is a true and correct copy of the original document as the same appears in the files of the Bureau of Land Management, Department of the Interior, Washington, D.C., and that the same has been compared with the original document and found to be a true and correct copy thereof.

Special Agent in Charge

1-28-25
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1.13 Carbon Dioxide Gas Rights are the rights to explore, develop and operate lands within the Unit Area for the production of Unitized Substances, or to share in the production so obtained or the proceeds thereof.

1.14 Unit Operations are all operations conducted pursuant to this agreement and the Unit Operating Agreement.

1.15 Unit Equipment is all personal property, lease and well equipment, plants, and other facilities and equipment taken over or otherwise acquired for the joint account for use in Unit Operations.

1.16 Unit Expense is all cost, expense or indebtedness incurred by Working Interest Owners or Unit Operator pursuant to this agreement and the Unit Operating Agreement for or on account of Unit Operations.

1.17 Effective Date is the time and date this agreement becomes effective as provided in Section 17.1.

1.18 Commissioner is the Commissioner of Public Lands of the State of New Mexico.

1.19 Division is the Oil and Gas Division of the State of New Mexico.

1.20 Authorized Officer (AO) is any employee of the Bureau of Land Management who has been delegated the authority to perform the duties described in this part.

1.21 Director is the Director of the Bureau of Land Management or any person authorized to act on the Director's behalf.

1.22 Proper BLM Office is the Bureau of Land Management office having jurisdiction over the lands subject to the regulation in this part.

1.23 Secretary is the Secretary of the Interior of the United States of America or any person duly authorized to exercise the powers vested in that officer.

ARTICLE 2 EXHIBITS

2.1 The following exhibits, which are attached hereto, are incorporated herein by reference and made a part hereof for all purposes.

2.1.1 Exhibit A is a map that shows the boundary lines of the Unit Area and the Tracts therein.

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Robert A. Smith
CAMERA OPERATOR

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2.1.2 Exhibit B is a schedule that describes each Tract in the Unit Area.

2.1.3 Exhibit C is a schedule which shows Tract Participation.

2.1.4 Exhibit D is the form of indemnity agreement provided for in Article 9.

2.2 Reference to Exhibits. When reference is made to an exhibit, it is to the exhibit as originally attached or, if revised, to the last revision.

2.3 Exhibits Considered Correct. Exhibits A, B, and C shall be considered to be correct until revised as herein provided.

2.4 Correcting Errors. The shapes and descriptions of the respective Tracts have been established by using the best information available. If it subsequently appears that any Tract, because of diverse royalty or working interest ownership on the Effective Date should have been divided into more than one Tract, or that any mechanical miscalculation or clerical error has been made, Unit Operator with approval of the Working Interest Owners shall correct the mistake by revising the exhibits to conform to the facts. The revision shall not include any re-evaluation of data used in determining Tract Participation. Each such revision of an exhibit made prior to thirty (30) days after the Effective Date shall be effective as of the Effective Date. Each such revision thereafter made shall be effective at 7:00 A.M. on the first day of the calendar month next following the filing for record of the revised exhibit or on such other date as may be determined by the Working Interest Owners and set forth in the revised exhibit.

2.5 Filing Revised Exhibits. If an exhibit is revised, Unit Operator shall execute an appropriate instrument with the revised exhibit attached and file the same for record in the county in which this agreement is filed. Two copies of such revised exhibit shall be filed with the Commissioner and five copies shall be filed with the AO.

ARTICLE 3 CREATION AND EFFECT OF UNIT

3.1 Carbon Dioxide Gas Rights Unitized. All Carbon Dioxide Gas Rights of Royalty Owners in and to the lands described in Exhibit B, and all Carbon Dioxide Gas Rights of Working Interest Owners in and to said lands, are hereby unitized insofar as such respective Carbon

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Carlson
CARLSON OPERATOR

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Dioxide Gas Rights pertain to the Unitized Formation, so that Unit Operations may be conducted with respect to the Unitized Formation as if the Unit Area had been included in a single lease executed by all Royalty Owners, as lessors, in favor of Working Interest Owners, as Lessees, and as if the leases contained all the provisions of this agreement.

3.2 Personal Property Excepted. All lease and well equipment, materials, and other facilities heretofore or hereafter placed by any of the Working Interest Owners on the lands covered hereby shall be deemed to be and shall remain personal property belonging to and may be removed by Working Interest Owners. The rights and interests therein as among Working Interest Owners are set forth in the Unit Operating Agreement.

3.3 Leases and Contracts Conformed and Extended. The terms, conditions, and provisions of all leases, subleases and other contracts relating to exploration, drilling, development, or operation for oil or gas, including but not limited to Carbon Dioxide Gas, on lands committed to this agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof but otherwise shall remain in full force and effect. Further, the parties hereto hereby expressly consent for the Secretary as to the Federal leases, for the Commissioner as to the State leases, for the Lessors as to other leases (as evidenced by their individual approval hereof or by the approval hereof of their duly authorized representative) to hereby establish, alter, change, or revoke the drilling, producing, rental, minimum royalty, and royalty requirements of Federal, State and other leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this agreement; and, without limiting the generality of the foregoing, all leases, subleases, and contracts are particularly modified in accordance with the following:

(a) The development and operation of lands subject to this agreement under the terms hereof shall be deemed full performance of all obligations for development and operation with respect to each and every separately owned Tract subject to this agreement, regardless of whether there is any development of any particular Tract of the Unit Area.

(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.

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William M. Martin
CAMERA OPERATOR

W. H. Jones
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- (c) Each lease, sublease or contract relating to the exploration, drilling, development or operation for oil or gas, including but not limited to Carbon Dioxide 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 term provided therein so that it shall be continued in full force and effect for and during the term of this agreement.
- (d) Any Federal lease for a fixed term of twenty (20) years or any renewal thereof or any part of such lease which is made subject to this agreement shall continue in force beyond the term so provided therein until the termination 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 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. Such lease shall be extended for two years and so long thereafter as oil and gas, including but not limited to Carbon Dioxide Gas, is produced in paying quantities in accordance with the provisions of the Mineral Leasing Act Revision of 1960.
- (e) Each sublease or contract relating to the operation and development 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 lease, as extended by the immediately preceding paragraph, will expire, is hereby extended beyond any such term so provided herein 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.
- (f) The segregation of any Federal lease committed to this agreement is governed by the following provisions in the fourth paragraph of Section 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 (unit) plan embracing lands that are in part within and in part outside of the area covered by any such plan shall be segregated into separate leases as to
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William C. [Signature]
CHIEF OF BUREAU

1-2-65
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the lands committed and the lands not committed as of the effective date of unitization: Provided, however, that any such lease as to the non-unitized portion shall continue in force and effect for the term thereof but for not less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities."

- (g) Any lease, other than a Federal lease, having only a portion of the lands covered thereby committed hereto shall be segregated as to the portion committed and the portion not committed. The provisions of such lease shall apply separately to such segregated portions commencing as of the effective date hereof. In the event any such lease provides for a lump-sum rental payment, such payment shall be prorated between the portions so segregated in proportion to the acreage of the respective portions.

3.4 Continuation of Leases and Term Interests. Production from any part of the Unitized Formation, except for the purpose of determining payments to Royalty Owners, or other Unit Operations shall be considered as production from or operations upon each Tract; and such production or operations shall continue in effect each lease or term mineral or royalty interest as to all lands and formations covered thereby just as if such operations were conducted on and as if a well were producing from each Tract.

3.4.1 Any lease embracing lands of the State of New Mexico which is made subject to this agreement shall continue in force beyond the term provided therein as to the lands committed hereto until the termination hereof.

3.4.2 Any lease embracing lands of the State of New Mexico having only a portion of its land committed hereto shall be segregated as to that portion committed and that not committed, and the terms of such lease shall apply separately as to such segregated portions commencing as of the Effective Date hereof, provided, however, that, notwithstanding any of the provisions of this agreement to the contrary, such lease shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease if oil or gas, including but not limited to Carbon Dioxide Gas, is or has heretofore been discovered in paying quantities on some part of the lands embraced in such lease committed to this agreement or, at any time during the term hereof, as to any lease that is valid and subsisting and upon which the lessee or the Unit Operator is then engaged in bona fide drilling or reworking operations on any part of the lands embraced in such lease, then the same as to all lands embraced therein shall remain in full force and effect so long as such operations are diligently prosecuted.

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William A. Smith
Special Operator

11-2-85
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3.5 Titles Unaffected by Unitization. Nothing herein shall be construed to result in the transfer of title to Carbon Dioxide Gas Rights by any party hereto to any other party or to Unit Operator.

3.6 Injection Rights. Royalty Owners hereby grant Working Interest Owners the right to inject into the Unitized Formations any substances in whatever amounts Working Interest Owners deem expedient for Unit Operations, together with the right to drill, use, and maintain injection wells on the Unit Area and to use for injection purposes any nonproducing or abandoned wells or dry holes and any producing wells completed in the Unitized Formation.

ARTICLE 4
DEVELOPMENT AND OPERATIONS

4.1 Unit Operator. Working Interest Owners are concurrently herewith entering into the Unit Operating Agreement, designating CITIES SERVICE OIL AND GAS CORPORATION, a Delaware corporation, as the initial Unit Operator. Unit Operator shall have the exclusive right to conduct Unit Operations which shall conform to the provisions of this agreement and the Unit Operating Agreement. If there is any conflict between such agreements, this agreement shall govern.

4.2 Development. Working Interest Owners have heretofore completed wells capable of producing Unitized Substances. During the first two (2) years after the Effective Date, such additional wells will be drilled as are necessary to gather pertinent information; however, Working Interest Owners shall not be obligated to drill more than four (4) wells per year during this period. Within two years after the Effective Date, Unit Operator shall submit for approval of the Commissioner and the Division an acceptable plan of development and operation which, when approved by the Commissioner, shall constitute the further drilling and operations obligations of the Working Interest Owners for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, Unit Operator shall submit for like approval a plan for an additional specified period. Five copies of all such plans shall be furnished to the AO.

Any plan submitted pursuant to this Section 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.

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REVISED PAGE 11/27/84

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William A. Heston
SPECIAL AGENT IN CHARGE

11-27-84
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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 approving submitted plans of development and in complying with the obligations of any such approved plan.

4.3 Operations. Nothing herein shall prevent Working Interest Owners from discontinuing or changing in whole or in part any method of operations which, in their opinion, is no longer in accord with good engineering or production practices. Other methods of operation may be conducted or changes may be made by Working Interest Owners from time to time if determined to be feasible, necessary, or desirable to maintain deliverability and increase ultimate recovery of Unitized Substances. Unit Operator shall keep the Commissioner and the AO informed of any changes in any method of operation by furnishing them notice or a copy of any order of the Division authorizing such changes.

ARTICLE 3 TRACT PARTICIPATION

3.1 Initial Tract Participations. The Initial Tract Participation of each Tract is shown on Exhibit C and was computed as follows:

3.1.1 The Initial Tract Participation of each Tract is equal to One Hundred (100) times the ratio of the Total Surface Acres contained in the Tract divided by the sum of the Total Surface Acres contained in all Tracts in the Unit Area. In the event fewer than all of the Tracts described in Exhibit B are included in the Unit Area on the Effective Date, the Tract Participation shall be calculated by Unit Operator on the basis of all such included Tracts rather than all Tracts described in Exhibit B and Unit Operator shall revise Exhibits A, B, and C accordingly.

3.1.2 Total Surface Acres in a Tract are those surface acres contained in the Tract as shown on Exhibit B.

3.2 Redetermination of Tract Participations. Within five (5) years after the first sales of Unitized Substances delivered into the pipeline described in Section 6.1, but in any event no later than ten (10) years after the Effective Date hereof, the Tract Participation of each Tract shall be redetermined by Working Interest Owners subject to approval of the Commissioner. Any such Tract which is then shown to be outside the then known productive limits of the Unit Area shall be automatically eliminated from the Unit Area, provided, however, if drilling is then occurring on step-out locations from producing wells with not more than 90 days elapsing between the completion of one well and the beginning of the next well, such redetermination may be deferred for a period not to exceed two (2) years. The method of redetermining Tract Participation Percentages shall be as follows:

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William M. Smith
UNIT OPERATOR

W. L. Smith
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5.2.1 The Productive Acres of each Tract shall be determined by establishing a zero net pay isopachous line based on the extrapolated net pay intervals in all wells in the Unit Area in accordance with industry-wide acceptable practices for interpreting underground geologic features on maps. Where the zero net pay isopachous line falls outside the boundary line of the Unit Area, said Unit Area boundary line shall be considered to be the zero net pay isopachous line. Those tracts having no Productive Acres shall be automatically eliminated from the Unit Area, and no payments made to any of the Royalty Owners of such eliminated Tracts under the Initial Tract Participation shall be further accounted for.

5.2.2 The redetermined Tract Participations shall be calculated by dividing each Tract's Productive Acres by the Total Productive Acres contained in all Tracts in the Unit Area remaining after exclusion of Tracts under Section 5.2.1 and multiplying by one hundred (100). Unit Operator shall prepare revised Exhibits A, B, and C and file such revised Exhibits in Harding County, New Mexico. Two copies of such revised Exhibits shall be provided the Commissioner and five copies provided the AO.

5.3 No Retroactive Adjustments. There shall not be any retroactive adjustments or accounting for the difference between the Initial Tract Participation and the redetermined Tract Participation and no further redetermination of Tract Participations shall ever be made.

5.4 Relative Tract Participation. Except for the redetermination under this Article, if the Unit Area is enlarged or reduced, the revised Tract Participations of the Tracts remaining in the Unit Area and which were within the Unit Area prior to the enlargement or reduction shall remain in the same ratio one to another.

ARTICLE 6 RENTAL AND ROYALTY PAYMENTS

6.1 Rental Paid Between Effective Date and Delivery of Unitized Substances. It is recognized that, although a market presently exists for small volumes of Carbon Dioxide Gas, the primary market for Unitized Substances cannot be met until a pipeline and field facilities can be built, and delivery of Unitized Substances to such facilities will not begin until some time after the Effective Date hereof. Therefore, as part of the consideration for execution of this agreement, Working Interest Owners will pay to Royalty Owners, and the Royalty Owners hereby will accept, an additional rental payment of fifty percent of the annual rental as prescribed in their respective leases due during the calendar year in which the Unit becomes effective. On paid-up leases covering fee and patented lands, the amount paid shall be fifty (50) cents per acre. The additional annual payment shall increase the annual rental payment on

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William J. Haskins
DIRECTOR

11-2-85
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1 leases of the State of New Mexico and the annual minimum royalty payment on 1
2 leases of the United States to \$1.50 per acre. In each succeeding year in 2
3 which there is no delivery of Unitized Substances to the pipeline con-
4 structed for the primary market, rentals paid by Working Interest Owners 4
5 to Royalty Owners shall be increased an additional five percent (5%) over 5
6 those paid in the preceding year. 6
7

8 6.2 Payment of Royalties. Beginning with the first delivery of 8
9 Unitized Substances to the pipeline, no further rentals shall be due or 9
10 payable, except where minimum rental or royalty payments are required 10
11 under lease agreements committed hereto; and royalty payments for Carbon 11
12 Dioxide Gas produced, saved and delivered into the pipeline shall be made 12
13 to Royalty Owners by Working Interest Owners as set out below. The volume 13
14 of Carbon Dioxide Gas shall be measured at the standard conditions of 14
15 measurement for natural gases which are at 60° Fahrenheit and 15.025 15
16 pounds per square inch absolute pressure base. 16
17

18 6.3 Basis of Payment to Royalty Owners. It is recognized by 18
19 the parties hereto that there is now no preeminent market for Carbon 19
20 Dioxide Gas. Therefore, the parties hereto agree that, as further consid- 20
21 eration for entering into this agreement, royalties paid upon the Unitized 21
22 Substances allocated to each Tract shall be based on the greatest of the 22
23 following: 23
24

25 (a) The net proceeds derived from the sale of Carbon 25
26 Dioxide Gas at the well whether such sale is to one or more of the parties 26
27 to this agreement or to any other party or parties. 27
28

29 (b) In no case shall the royalties paid under this agree- 29
30 ment for any calendar year after first delivery of Unitized Substances to 30
31 the pipeline be less than the annual rentals or minimum royalties paid 31
32 for the year preceding first delivery of Carbon Dioxide Gas to the pipe- 32
33 line. In the event of any such occurrence, an appropriate retroactive 33
34 payment shall be made. 34
35

36 (c) Notwithstanding the foregoing provisions, the State, 36
37 acting by its Commissioner of Public lands may require the payment of 37
38 royalty for all or any part of the Unitized Substances allocated to the 38
39 state leases committed to this agreement and marketed or utilized at a 39
40 price per m.c.f. equal to the maximum price being paid for Unitized Sub- 40
41 stances of like kind and quality and under like conditions in the same 41
42 field or area or may reduce the royalty value of any such Unitized Sub- 42
43 stances (to any amount not less than the net proceeds of sale thereof in 43
44 the field) if the Commissioner of Public Lands shall determine such action 44
45 to be necessary to the successful operation of the lands for Unitized 45
46 Substances purposes or to encouragement of the greatest ultimate recovery 46
47 of Unitized Substances or to the promotion of conservation of Unitized 47
48 Substances. 48
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Calvin Prestia
CAMERA OPERATOR

11-27-84
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ARTICLE 7
ALLOCATION OF UNITIZED SUBSTANCES

7.1 Allocation to Tracts. All Unitized Substances produced and saved shall be allocated to the several Tracts in accordance with the respective Tract Participations effective during the period that the Unitized Substances were produced. The amount of Unitized Substances allocated to each Tract, regardless of whether the amount is more or less than the actual production of Unitized Substances from the well or wells, if any, on such Tract, shall be deemed for all purposes to have been produced from such Tract.

7.2 Distribution Within Tracts. The Unitized Substances allocated to each Tract shall be distributed among, or accounted for to, the parties entitled to share in the production from such Tract in the same manner, in the same proportions, and upon the same conditions as they would have participated and shared in the production from such Tract, or in the proceeds thereof, had this agreement not been entered into, and with the same legal effect. If any Carbon Dioxide Gas Rights in a Tract hereafter become divided and owned in severalty as to different parts of the Tract, the owners of the divided interests, in the absence of an agreement providing for a different division, shall share in the Unitized Substances allocated to the Tract, or in the proceeds thereof, in proportion to the surface acreage of their respective parts of the Tract. Any royalty or other payment which depends upon per well production or pipeline runs from a well or wells on a Tract shall, after the Effective Date, be determined by dividing the Unitized Substances allocated to the Tract by the number of wells on the Tract capable of producing Unitized Substances on the Effective Date; however, if any Tract has no well thereon capable of producing Unitized Substances on the Effective Date, the Tract shall, for the purpose of this determination, be deemed to have one such well thereon.

7.3 Taking Unitized Substances in Kind. The Unitized Substances allocated to each Tract shall be delivered in kind at the wellhead to the respective parties entitled thereto by virtue of the ownership of Carbon Dioxide Gas Rights therein or by purchase from such owners. Such parties shall have the right to construct, maintain, and operate within the Unit Area all necessary facilities for that purpose, provided they are so constructed, maintained, and operated as not to interfere with Unit Operations. Any extra expenditures incurred by Unit Operator by reason of the delivery in kind of any portion of Unitized Substances shall be borne by the owner of such portion. If a Royalty Owner has the right to take in kind a share of Unitized Substances and fails to do so, the Working Interest Owner whose Working Interest is subject to such Royalty Interest shall be entitled to take in kind such share of Unitized Substances.

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1 7.4 Failure to Take in Kind. If any party fails to take in 1
2 kind or separately dispose of such party's share of Unitized Substances, 2
3 Unit Operator shall have the right, but not the obligation, for the time 3
4 being and subject to revocation at will by the party owning the share, to 4
5 purchase or sell to others such share; however, all contracts of sale by 5
6 Unit Operator of any other party's share of Unitized Substances shall be 6
7 only for such reasonable periods of time as are consistent with the mini- 7
8 mum needs of the industry under the circumstances, but in no event shall 8
9 any such contract be for a period in excess of one year. The proceeds 9
10 from the Unitized Substances so disposed of by Unit Operator shall be 10
11 paid to the Working Interest Owners of each affected Tract or a party 11
12 designated by such Working Interest Owners who shall distribute such pro- 12
13 ceeds to the parties entitled thereto. 13
14

15 7.5 Responsibility for Payments. At any and all times while 15
16 Unitized Substances are being produced from the Unit Area, each Working 16
17 Interest Owner will make settlement with the respective Royalty Owners 17
18 to whom said Working Interest Owner is accountable just as if each 18
19 Working Interest Owner were taking and delivering to a purchaser its 19
20 share, and its share only, of such Unitized Substances exclusive of 20
21 Unitized Substances used in Unit Operations, vented or lost. Each Working 21
22 Interest Owner agrees to indemnify and hold harmless each and every other 22
23 Working Interest Owner from any and all claims for royalty payments 23
24 asserted by royalty owners to whom each indemnifying Working Interest 24
25 Owner is accountable. Each Working Interest Owner and Royalty Owner pro- 25
26 ducing and taking or delivering Unitized Substances to its purchaser 26
27 shall pay any and all production taxes due on such Unitized Substances. 27
28

29 7.6 Allocation of Carbon Dioxide Gas for Use in the State of 29
30 New Mexico. It is recognized that in fields located in the State of New 30
31 Mexico there are oil reservoirs in which the use of Carbon Dioxide Gas 31
32 (i.e., Unitized Substances produced under this agreement) as an injection 32
33 fluid may be necessary or desirable to increase the ultimate recovery of 33
34 oil from such oil reservoirs as part of enhanced or tertiary recovery 34
35 operations. If any such use develops and if at that time there are no 35
36 other reasonable available sources of Carbon Dioxide Gas for such use 36
37 either within the State of New Mexico or from sources outside the State 37
38 of New Mexico within the geographic area reasonably accessible which may 38
39 be utilized as a source of such injection fluid more economically than 39
40 the allocated volume of Carbon Dioxide Gas under this agreement, there 40
41 then is allocated by the Working Interest Owners for primary use in the 41
42 State of New Mexico a maximum not to exceed ten percent (10%) of the 42
43 then total daily production of Carbon Dioxide Gas under this agreement; 43
44 provided, that the use thereof shall be only as an injection fluid into 44
45 suitable oil reservoirs located in the State of New Mexico as a part of 45
46 enhanced or tertiary recovery operations. 46
47

48 Any operator or operators of leases in oil fields in the State of New 48
49 Mexico shall have the right to apply to the Unit Operator hereunder for 49
50 purchase from the Working Interest Owners of all or part of such alloca- 50
51 ted volume of Carbon Dioxide Gas by giving at least one (1) year's advance 51
52

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Robert M. Smith
Special Agent

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1 written notice by certified mail directed to the Unit Operator hereunder 1
2 of the date such Carbon Dioxide Gas will be needed and of the anticipated 2
3 volume of such Carbon Dioxide Gas along with the details related to the 3
4 proposed use. Upon receipt of any and every such application, the Unit 4
5 Operator shall promptly so advise the Working Interest Owners by certified 5
6 mail setting forth the details of each application which has been made. 6
7 The one (1) year notice period mentioned above shall begin with the 7
8 receipt of such notice by the Unit Operator, and each applicant shall be 8
9 notified thereof by the Unit Operator. However, subject to the terms and 9
10 provisions hereof, Unit Operator, if allocated Carbon Dioxide Gas is 10
11 available at any time during the one (1) year period mentioned above, may 11
12 commence delivery of such gas to any applicant then ready and willing to 12
13 accept such delivery. 13
14

15 The price and terms of any such sale of Carbon Dioxide Gas shall be a 15
16 matter of bargaining and negotiations between the Working Interest Owners 16
17 of such gas and each purchaser thereof. There shall not be, in any event, 17
18 any obligation on the part of the Working Interest Owners thereof to sell 18
19 and deliver any such Carbon Dioxide Gas either for any use which is not 19
20 in conformity with the provisions hereof or at any point other than either 20
21 at the wellhead or wellheads in the field covered by this agreement or at 21
22 any central manifold measuring, or delivery point of such gas maintained 22
23 by the Working Interest Owners. Further, the Working Interest Owners 23
24 during the period of allocation of Carbon Dioxide Gas shall not be liable 24
25 for any failure to deliver upon demand such maximum ten percent (10%) or 25
26 any lesser portion thereof in the event other markets or uses may have 26
27 absorbed the then current capacity of Carbon Dioxide Gas produced under 27
28 this agreement. 28
29

30 The initial purchaser of Carbon Dioxide Gas under this allocation may 30
31 take to the extent then available all of said ten percent (10%) of 31
32 Carbon Dioxide Gas so allocated or any lesser portion thereof; provided 32
33 that the volume of gas so taken by said initial purchaser, as well as 33
34 subsequent purchasers, shall be subject to diminution and reduction by 34
35 the proportionate allocation thereof between purchasers and fields 35
36 located in New Mexico. Proportionate allocation shall be made by the 36
37 Unit Operator for the Working Interest Owners of the Carbon Dioxide Gas. 37
38 However, anything to the contrary notwithstanding, the owners of Carbon 38
39 Dioxide Gas under this agreement expressly reserve and retain a prior, 39
40 preferred, and continuing right, exercisable at any and all times without 40
41 notice, to use all or a part of this allocated gas in oil fields which 41
42 they operate in whole or part in the State of New Mexico. Any amount of 42
43 such Carbon Dioxide Gas so used by such Working Interest Owners shall be 43
44 counted against the ten percent (10%) volume of allocated gas hereunder. 44
45

ARTICLE 8

USE OR LOSS OF UNITIZED SUBSTANCES

46
47
48
49
50 8.1 Use of Unitized Substances. Working Interest Owners may 50
51 use or consume Unitized Substances for Unit Operations, including but 51
52 not limited to the injection thereof into the Unitized Formation. 52
53
54

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William H. Hines
CARRER OPERATOR

1-2-15
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8.2 Royalty Payments. No royalty, overriding royalty, production, or other payments shall be payable on account of Unitized Substances used, lost or consumed in Unit Operations.

ARTICLE 9
TRACTS TO BE INCLUDED IN UNIT

9.1 Qualification of Tracts. On and after the Effective Date and until the enlargement or reduction thereof, the Unit Area shall be composed of the Tracts listed in Exhibit B that corner or have a common boundary (Tracts separated only by a public highway and/or a railroad right-of-way shall be considered to have a common boundary) and that otherwise qualify as follows:

9.1.1 Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest have become parties to this agreement and as to which Royalty Owners owning seventy-five percent (75%) or more of the Royalty Interest have become parties to this agreement;

9.1.2 Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest have become parties to this agreement and as to which Royalty Owners owning less than seventy-five percent (75%) of the Royalty Interest have become parties to this agreement and as to which (a) Working Interest Owners owning seventy-five percent (75%) or more of the Working Interest in such Tract, including the Working Interest Owner who operates the Tract, have joined in a request for the inclusion of the Tract in the Unit Area and as to which (b) Working Interest Owners having seventy-five percent (75%) or more of the combined voting interest in all Tracts that meet the requirements of Section 9.1.1 have voted in favor of the inclusion of such Tract.

9.1.3 Each Tract as to which Working Interest Owners owning less than one-hundred percent (100%) of the Working Interest have become parties to this agreement, regardless of the percentage of Royalty Interest therein that is committed hereto, and as to which (a) one or more of the Working Interest Owners in such Tract who have become parties to this agreement, one of which must be the operator of such Tract, have joined in a request for inclusion of such Tract in the Unit Area and have executed and delivered, or have obligated themselves to execute and deliver, an indemnity agreement identical in form to the agreement attached hereto as Exhibit D indemnifying and agreeing to hold harmless all other Working Interest Owners in the Unit Area, their successors and assigns, against all claims and demands that may be made by the owners of Working Interests in such Tract who are not parties to this agreement and which arise out of the inclusion of the Tract in the Unit Area; and as to which (b) Working Interest Owners having seventy-five

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William M. Martin
CARTER OPERATOR

11-27-85
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percent (75%) or more of the combined voting interest in all Tracts that meet the requirements of Sections 9.1.1 and 9.1.2 have voted in favor of the inclusion of such Tract and to accept the indemnity agreement. Upon the inclusion of such a tract in the Unit Area, the Unit Participation that would have been attributed to the nonsubscribing owners of Working Interest in such Tract, had they become parties to this agreement and the Unit Operating Agreement, shall be attributed in proportion to their respective Working Interests in such Tract to the Working Interest Owners in the Tract who have executed indemnity agreements.

9.2 Commitment of Interests to Unit. The execution of this agreement by a party shall commit all interests owned or controlled by such a party as of the date of execution and additional interests acquired before the Effective Date. After the Effective Date, the commitment of any interest in any Tract within the Unit Area shall be upon such terms as may be negotiated by Working Interest Owners and the owner of such interest and upon approval of the Commissioner, provided, however, any formerly committed interest as to which title has failed may be recommitted by the rightful owners on its former basis of participation as provided in Section 10.1 hereof.

9.3 Acquisition of Uncommitted Interests. In the event any party bound by this agreement acquires an uncommitted interest in any Tract included within the Unit Area, such interest upon being so acquired, shall, upon approval by the Working Interest Owners, be subject to this agreement; shall receive its share of the Unit Participation allocated to said Tract; and, where the interest acquired is a Working Interest, shall also be subject to the Unit Operating Agreement.

9.4 Revision of Exhibits. If any of the Tracts described in Exhibit B fail to qualify for inclusion in the Unit Area, Unit Operator shall recompute the Tract Participation of each of the qualifying Tracts, using the original basis of computation, and shall revise Exhibits A, B, and C accordingly. Such revised exhibits shall be effective as of 7:00 A.M. on the Effective Date.

ARTICLE 10 TITLES

10.1 Removal of Tract from Unit Area. If a Tract ceases to have sufficient Working Interest Owners or Royalty Owners committed to this agreement to meet the conditions of Article 9 because of failure of title of any party hereto, such Tract shall be removed from the Unit Area effective as of 7:00 A.M. on the first day of the calendar month in which the failure of title is finally determined unless within ninety (90) days after the date of final determination of the failure of title, the Tract qualifies under a Section of Article 9.

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Charles W. Hester
CHIEF CLERK

1-2-15
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10.2 Revision of Exhibits. If a Tract is removed from the Unit Area because of failure of title, Unit Operator, subject to Section 3.4, shall recompute the Tract Participation of each of the Tracts remaining in the Unit Area and shall revise Exhibits A, B, and C accordingly. The revised exhibits shall be effective as of 7:00 A.M. on the first day of the calendar month in which such failure of title is finally determined.

10.3 Working Interest Titles. If title to a Working Interest fails, the rights and obligations of Working Interest Owners by reason of the failure of title shall be governed by the Unit Operating Agreement.

10.4 Royalty Interest Titles. If title to a Royalty Interest fails but the Tract to which it relates is not removed from the Unit Area, the party whose title failed shall not be entitled to share hereunder with respect to such interest.

10.5 Production Where Title is in Dispute. If the title or right of any party claiming the right to receive in kind all or any portion of the Unitized Substances allocated to a Tract is in dispute, Unit Operator shall either:

(a) require that the party to whom such Unitized Substances are delivered or to whom the proceeds thereof are paid furnish security for the proper accounting therefor to the rightful owner if title or right of such party fails in whole or in part, or

(b) withhold and market the portion of Unitized Substances with respect to which title or right is in dispute and impound the proceeds thereof until such time as the title or right thereto is established by a final judgment of a court of competent jurisdiction or otherwise to the satisfaction of Unit Operator whereupon the proceeds so impounded shall be paid to the party rightfully entitled thereto.

(c) Notwithstanding any provisions contained herein to contrary, no payments or funds due the State of New Mexico or the United States shall be withheld; but such funds shall be deposited as directed by the Commissioner or the AD 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.

10.6 Payment of Taxes to Protect Title. The owner of surface rights to lands within in the Unit Area, or severed mineral interests or Royalty Interests in such lands, or lands outside the Unit Area on which Unit Equipment is located is responsible for the payment of any ad valorem taxes on all such rights, interests, or property, unless such owner and Working Interest Owners otherwise agree. If any ad valorem taxes are not paid by or for such owner when due, Unit Operator may, with approval of Working Interest Owners, at any time prior to tax sale, or expiration of period of redemption after tax sale, pay the tax, redeem such rights, interests, or property, and discharge the tax lien. Unit Operator shall,

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William A. Smith
CAMERA OPERATOR

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1 if possible, withhold from any proceeds derived from the sale of Unitized 1
2 Substances otherwise due any delinquent taxpayer an amount sufficient to 2
3 defray the costs of such payment or redemption, such withholding to be 3
4 credited to Working Interest Owners. Such withholding shall be without 4
5 prejudice to any other remedy available to Unit Operator. 5
6
7

8 ARTICLE 11
9 EASEMENTS OR USE OF SURFACE 9
10
11

12 11.1 Grant of Easements. The parties hereto, to the extent 12
13 of their rights and interests, hereby grant to Working Interest Owners 13
14 the right to use as much of the surface of the land within the Unit Area 14
15 as may be reasonably necessary for Unit Operations and the removal of 15
16 Unitized Substances from the Unit Area; however, nothing herein shall be 16
17 construed as leasing or otherwise conveying to Working Interest Owners a 17
18 camp site or a plant site for water injection, gas injection, or gas 18
19 processing. 19
20

21 11.2 Use of Water. Working Interest Owners shall have and are 21
22 hereby granted free use of water from the Unit Area for Unit Operations, 22
23 except water from any well, lake, pond, or irrigation ditch of a Royalty 23
24 Owner. 24
25

26 11.3 Surface Damages. Working Interest Owners shall pay the 26
27 owner for damages to growing crops, timber, fences, improvements, and 27
28 structures on the Unit Area that result from Unit Operations. 28
29

30 ARTICLE 12
31 ENLARGEMENTS OF UNIT AREA 31
32
33

34 12.1 Enlargements of Unit Area. The Unit Area may be enlarged 35
36 from time to time to include acreage reasonable proved to be productive 36
37 of Unitized Substances upon such terms as may be determined by Working 37
38 Interest Owners and the owners of such acreage and upon approval by the 38
39 Commissioner and the AG with regard to State and Federal lands respec- 39
40 tively, including, but not limited to, the following: 40
41

42 12.1.1 The participation to be allocated to the acreage 42
43 shall be fair and reasonable, considering all available information. 43
44

45 12.1.2 There shall be no retroactive allocation or ad- 45
46 justment of Unit Expense or of interests in the Unitized Substances 46
47 produced, or proceeds thereof; however, this limitation shall not prevent 47
48 an adjustment of investment by reason of the enlargement. 48
49

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Carlson, R. H. 11-2-55
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12.2 Determination of Tract Participation. Unit Operator, subject to Section 3.4 shall determine the Tract Participation of each Tract within the Unit Area as enlarged, and shall revise Exhibits A, B, and C accordingly.

12.3 Effective Date. The effective date of any enlargement of the Unit Area shall be 7:00 A.M. on the first day of the calendar month following compliance with conditions for enlargement as specified by Working Interest Owners and the filing for record of revised Exhibits A, B, and C in the county in which this agreement is recorded.

ARTICLE 13 TRANSFER OF TITLE-PARTITION

13.1 Transfer of Title. Any assignment, conveyance, or transfer of all or any part of any interest owned by any party hereto with respect to any Tract shall be made expressly subject to this agreement. No change of title shall be binding upon Unit Operator, or upon any party hereto other than the party so transferring, until 7:00 A.M. on the first day of the calendar month next succeeding the date of receipt by Unit Operator of a photocopy, or a certified copy, of the recorded instrument evidencing such change in ownership.

13.2 Waiver of Rights to Partition. Each party hereto agrees that, during the existence of this agreement, it will not resort to any action to partition the Unitized Formation or the Unit Equipment and to that extent waives the benefits of all laws authorizing such partition.

ARTICLE 14 RELATIONSHIP OF PARTIES

14.1 No Partnership. The duties, obligations, and liabilities of the parties hereto are intended to be several and not joint or collective. This agreement is not intended to create, and shall not be construed to create, an association or trust or to impose a partnership duty, obligation, or liability with regard to any one or more of the parties hereto. Each party hereto shall be individually responsible for its own obligations as herein provided. This provision does not exclude the Working Interest Owners from entering into a partnership solely for Federal income tax purposes whereby they would elect to be subject to the application of all the provisions of Subchapter K, Chapter 1, Subtitle A of the Internal Revenue Code of 1954 as permitted and authorized by Section 761 of the Code and the regulation promulgated thereunder, said election found under ARTICLE 13, LAWS AND REGULATIONS, of the Unit Operating Agreement.

CERTIFICATION

All microphotographic images of documents on this film strip are of authentic documents in the possession of this agency as shown in the Statement of Document Certification on file of this agency. These documents are faithfully microfilmed in a necessary operation in the operation of an isolated microfilm strip.

William M. Martin
CINEMA OPERATOR

W. L. Martin
DATE OF FILMING

9003- 43

1 14.2 No Joint Refining or Marketing. This agreement is not in- 1
2 tended to provide, and shall not be construed to provide, directly or 2
3 indirectly, for any joint refining or marketing of Unitised Substances. 3
4

5 14.3 Royalty Owners Free of Costs. This agreement is not in- 5
6 tended to impose, and shall not be construed to impose, upon any Royalty 6
7 Owner any obligation to pay Unit Expense unless such Royalty Owner is 7
8 otherwise so obligated. 8
9

10 14.4 Information to Royalty Owners. Each Royalty Owner shall 10
11 be entitled to all information in possession of Unit Operator to which 11
12 such Royalty Owner is entitled by an existing agreement with any Working 12
13 Interest Owner. 13
14

15
16 ARTICLE 15
17 LAWS AND REGULATIONS 17
18

19
20 15.1 Laws and Regulations. This agreement shall be subject to 20
21 all applicable federal, state and municipal laws, rules, regulations, 21
22 and orders. 22
23

24
25 ARTICLE 16
26 FORCE MAJEURE 26
27

28
29 16.1 Force Majeure. All obligations imposed by this agreement 29
30 on each party, except for the payment of money, shall be suspended while 30
31 compliance is prevented, in whole or in part, by a labor dispute, fire, 31
32 war, civil disturbance, act of God; by federal, state, or municipal laws; 32
33 by any rule, regulation, or order of a governmental agency; by inability 33
34 to secure materials; or by any other cause or causes, whether similar or 34
35 dissimilar, beyond reasonable control of the party. No party shall be 35
36 required against its will to adjust or settle any labor dispute. Neither 36
37 this agreement nor any lease or other instrument subject hereto shall be 37
38 terminated by reason of suspension of Unit Operations due to any one or 38
39 more of the causes set forth in this Article. 39
40

41
42 ARTICLE 17
43 EFFECTIVE DATE 43
44

45
46 17.1 Effective Date. This agreement shall become binding upon 46
47 each party as of the date such party signs the instrument by which it be- 47
48 comes a party hereto and, unless sooner terminated as provided in Section 48
49 17.2, shall become effective subject to the terms and provisions hereof no 49
50 later than 7:00 A.M. on the first day of the second calendar month next 50
51 following: 51
52
53
54

-21-

CERTIFICATION

All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are routinely microfilmed as a necessary operation in the generation of an isolated document file.

William J. Hight
CAMERA OPERATOR

1-2-15
DATE OF FILMING

9003 - 44

(a) The qualification in accordance with Article 9 of Tracts representing not less than seventy-five percent (75%) of Tract Participation in the Unit Area as shown on Exhibit C attached hereto.

(b) The approval of this agreement by the Division and Commissioner; provided, however, if the Commissioner fails or refuses to commit the described lands of the State of New Mexico to this agreement, this paragraph (b) shall not be a condition precedent to the Effective Date as between the parties hereto who have committed their interests; and this agreement shall become effective as to all other lands so committed that have qualified as described in paragraph (a) above; and

(c) The filing of at least one counterpart of this agreement for record in Harding County, New Mexico.

17.2 Ipsa Facto Termination. If the requirements of Section 17.1 are not accomplished on or before December 31, 1984, this agreement shall ipso facto terminate on that date (hereinafter called "termination date") and thereafter be of no further effect, unless prior thereto Working Interest Owners of at least sixty-five percent (65%) of Unit Participation have become parties to this agreement and Working Interest Owners owning sixty-five percent (65%) or more of that percent have decided to extend the termination date for a period not to exceed one year. If the termination date is so extended and the requirements of Section 17.1 are not accomplished on or before the extended termination date, this agreement shall ipso facto terminate on the extended termination date and thereafter be of no further effect.

17.3 Certificate of Effectiveness. Unit Operator shall file for record in Harding County, New Mexico, a certificate stating the Effective Date. Two copies of such certificate shall be filed with the Commissioner and five copies shall be filed with the AO.

ARTICLE 18 TERM AND TERMINATION

18.1 Term and Termination. This agreement shall become effective as of the Effective Date herein provided and, subject to the terms and provisions hereof, shall continue in full force and effect from said date as to the leases and/or interests subjected hereto, for so long as payments are made hereunder, Unitized Substances are produced, or other Unit Operations are conducted, or until Working Interest Owners owning seventy-five percent (75%) or more of the Unit Participation determine that Unit Operations are no longer profitable or feasible.

18.2 Effect of Termination. Upon termination of this agreement, the further development and operation of the Unitized Formation as a unit shall be abandoned; and Unit Operations shall cease. Each oil and gas

-22-

CERTIFICATION

All microphotographic images of documents on this film strip are of authentic documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are routinely identified as a necessary description in the generation of an isolated document title.

Carlton M. Smith
CARLTON M. SMITH

1-2-85
DATE OF FILING

9003 - 45

1 lease and other agreement covering lands within the Unit Area shall remain 1
2 in force for sixty (60) days after the date on which this agreement ter- 2
3 minates and for such further period as is provided by the lease or other 3
4 agreement. 4
5

6 18.3 Salvaging Equipment Upon Termination. If not otherwise 6
7 granted by the leases or other instruments affecting each Tract, Royalty 7
8 Owners hereby grant Working Interest Owners a period of six (6) months 8
9 after the date of termination of this agreement within which to salvage 9
10 and remove Unit Equipment. 10
11

12 18.4 Certificate of Termination. Upon termination of this agree- 12
13 ment, Unit Operator shall file for record in Harding County, New Mexico, a 13
14 certificate that this agreement has terminated, stating its termination 14
15 date. Two copies of such certificate shall be filed with the Commissioner 15
16 and five copies shall be filed with the AO. 16
17

18
19 ARTICLE 19
20 EXECUTION
21

22
23 19.1 Original, Counterpart, or Other Instrument. An owner of 23
24 Carbon Dioxide Gas Rights may become a party to this agreement by signing 24
25 the original of this instrument, a counterpart thereof, or other instru- 25
26 ment agreeing to become a party hereto. The signing of any such instru- 26
27 ment shall have the same effect as if all parties had signed the same 27
28 instrument. 28
29

30 19.2 Joinder in Dual Capacity. Execution as herein provided by 30
31 any party as either a Working Interest Owner or a Royalty Owner shall 31
32 commit all interests owned or controlled by such party. 32
33

34
35 ARTICLE 20
36 GENERAL
37

38
39 20.1 Amendments Affecting Working Interest Owners. Amendments 39
40 hereto relating wholly to Working Interest Owners may be made if signed by 40
41 all Working Interest Owners. 41
42

43 20.2 Action by Working Interest Owners. Except as otherwise 43
44 provided in this agreement, any action or approval required by Working 44
45 Interest Owners hereunder shall be in accordance with the provisions of 45
46 the Unit Operating Agreement. 46
47

48 20.3 Lien and Security Interest of Unit Operator. Unit Opera- 48
49 tor shall have a lien upon and a security interest in the interests of 49
50 Working Interest Owners in the Unit Area as provided in the Unit Operating 50
51 Agreement. 51
52

53
54 -23- 54

CERTIFICATION

All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification on title of this agency. These documents are routinely microfilmed as a necessary operation in the operation of an Interstate Document Film.

Gilbert M. Hatcher
CHIEF OF BUREAU

1-2-15
DATE OF FILMING

9003 - 46

ARTICLE 21
NONDISCRIMINATION

21.1 Nondiscrimination. In connection with the performance of work under this agreement, Unit Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive of Executive Order 11246 (30 FR 12319), as amended, which are hereby incorporated by reference in this agreement.

ARTICLE 22
SUCCESSORS AND ASSIGNS

22.1 Successors and Assigns. This agreement shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors, and assigns, and shall constitute a covenant running with the lands, leases, and interests covered hereby.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates opposite their respective signatures.

WORKING INTEREST OWNERS

CITIES SERVICE OIL AND GAS CORPORATION	Date Signed	Attest, if a Corporation or Witness, if an Individual
By <u>L. H. Stayton</u>	<u>7-11-64</u>	<u>Linda Frick</u> ASSISTANT SECRETARY
L. H. Stayton Vice President		
Interior Area		

ROYALTY OWNERS

Name	Date Signed	Attest, if a Corporation or Witness, if an Individual

-24-

CERTIFICATION

All microphotographic images of documents on this film strip are of certified documents in the possession of this agency as defined in the Statement of Document Certification on file at this agency. These documents are routinely identified as a necessary operation in the generation of an isolated document film.

William Brister
CAMERA OPERATOR

7-12-65
DATE OF FILMING

9003 - 47

STATE OF _____ } SS (Attorney-in-Fact)
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____
day of _____, 19____, by _____
_____, as Attorney-in-Fact, on behalf of _____
_____, a _____ corporation.

My commission expires:

Notary Public

STATE OF Oklahoma } SS (Corporation)
COUNTY OF Tulsa }

The foregoing instrument was acknowledged before me this 10th
day of September, 19 84, by Mr. H. H. Henson
President of Chickasaw County Bank Corporation
Chickasaw corporation, on behalf of said corporation.

My commission expires:

September 12, 1987

Gerald W. Wilschmidt
Notary Public

STATE OF _____ } SS (Individual)
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____
day of _____, 19____, by _____

My commission expires:

Notary Public

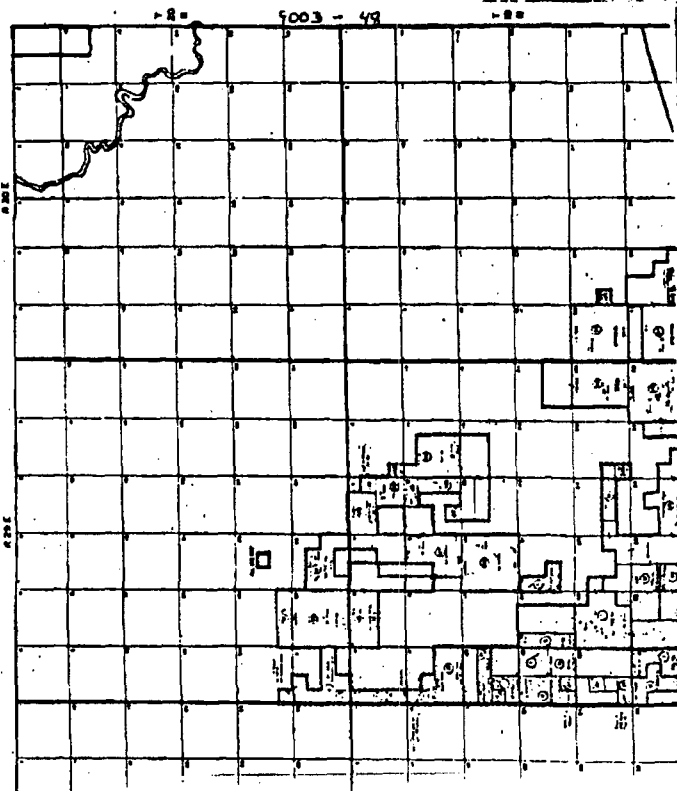
-25-

CERTIFICATION

All microphotographic copies of documents on this film strip are of authorized documents as the possession of this agency as noted in the Statement of Document Certification on file of this agency. These documents are routinely identified as a secondary operation in the operation of an include master film.

Gerald W. Wilschmidt
Notary Public

1-2-85
DATE OF FILING



CERTIFICATION

All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are faithfully microfilmed as a necessary operation in the generation of an facsimile document film.

William A. Smith
 CAREER OPERATOR

11-2-55
 DATE OF FILMING

9003 - 50

EXHIBIT "B"									
WEST BRAVO DOSE CO ₂ GAS UNIT									
HARDING COUNTY, NEW MEXICO									
TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & DATE OF EXPIRATION	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDE ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE		
ALL IN HARDING COUNTY									
F-101	T-18N, R-29E N3/4 SEC. 27 E/2 SEC. 28; S3/4 SEC. 30; E/2 SEC. 31; S/2 & S3/4 SEC. 34; S/2 SEC. 35	1000.00	N4-19714 3-31-84	U.S.A. - ALL	AMERADA HESS CORPORATION	PUBLIC LANDS ROYALTY TRUST 10% GEORGE L. SCOTT 2.5%	AMERADA HESS CORPORATION 100%		
F-102	T-18N, R-29E LOTS 1 & 2 & S/2 NE 1/4 S/2 SEC. 3; E/2 SEC. 4; SENE, E/2 SEC. 13	676.86	N4-27898 8-31-86	U.S.A. - ALL	AMERADA HESS CORPORATION	PUBLIC LANDS ROYALTY TRUST 10% GEORGE L. SCOTT 2.5%	AMERADA HESS CORPORATION 100%		
F-103	T-18N, R-29E LOTS 1 & NESE SEC. 6; SENE & NAME SENE SEC. 20; NAME & N/2 SEC. SEC. 29	319.44	N4-10227 8-31-87	U.S.A. - ALL	CO2-IN-ACTION	RIO PETRO, LTD. 2.2%	CO2-IN-ACTION 100%		
F-104	T-17N, R-29E N3/4 SEC. 3; LOT 2 & SENE SEC. 4; SENE & E/2 SEC. 9; E/2 SEC. 10; N/2 SEC. 11; SENE SEC. 17	960.66	N4-31706 12-31-87	U.S.A. - ALL	CO2-IN-ACTION	RIO PETRO, LTD. 2.2%	CO2-IN-ACTION 100%		

*REVISED 11/27/84

CERTIFICATION

All photographic images of documents on this file are of authorized documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are routinely microfilmed as a necessary operation in the operation of an isolated document file.

William Hester
SARNA OPERATOR

11-2-85
DATE OF FILING

9003 - 51

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & INTEREST PERCENTAGE	WORKING INTEREST & PERCENTAGE
P-105	T-17N, R-29E, S4SE & SESE SEC. 3; N/2NE & N/2SW & NE SEC. 20	360.00	N-31848 1-31-88	U.S.A. - ALL	CO2-IN-ACTION		CO2-IN-ACTION 100%
P-106	T-18N, R-30E LOT 4, SESE SEC. 18	79.50	N-19705 11-30-84	U.S.A. - ALL	AMERADA HESS CORPORATION	PUBLIC LANDS ROYALTY TRUST 10% GEORGE L. SCOTT 2.5%	AMERADA HESS CORPORATION 100%
P-107	T-18N, R-29E, SESE SEC. 29; SESE & SE & S/2NE SEC. 35	320.00	N-31154 10-30-87	U.S.A. - ALL	AMERADA HESS CORPORATION		AMERADA HESS CORPORATION 100%
P-108	T-19N, R-29E SESE SEC. 3	40.00	N-44598 6-30-86	U.S.A. - ALL	CO2-IN-ACTION		CO2-IN-ACTION 100%
P-109	T-19N, R-29E N/2NE & SESE SEC. 10	120.00	N-44599 6-30-86	U.S.A. - ALL	CO2-IN-ACTION		CO2-IN-ACTION 100%

9 FEDERAL TRACTS CONTAINING 3,876.46 ACRES OR 9.08% OF THE UNIT AREA

EXHIBIT "B"

REVISED PAGE 11/77/84

CERTIFICATION

All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification as filed at this agency. These documents are faithfully microfilmed as a necessary operation in the operation of an Institute document film.

William A. H. H. H.
CARLINA OPERATOR

1-2-15
DATE OF FILMING

9003 - 52

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSOR OF RECORD	OVERRIDE ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
S-501	T-20N, R-29E S/2S/2 SEC. 29; S/2NW & S/2SE & N/2S/2 & S/2SE & S/2SW SEC. 33	520.00	L-5776-2 HBP	STATE OF NEW MEXICO - ALL	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
S-502	T-20N, R-29E ALL SEC. 32	640.00	L-5777-2 HBP	STATE OF NEW MEXICO - ALL	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
S-503	T-19N, R-29E S/2SW SEC. 2; S/2NE & S/2SE SEC. 10; N/2NE & N/2W SEC. 15; ALL SEC. 16	920.00	L-5811-2 HBP	STATE OF NEW MEXICO - ALL	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
S-504	T-19N, R-29E SW & W/2SE & S/2NE & S/2NW & N/2NW SEC. 11; W/2NE & NW SEC. 14; S/2NE & S/2W SEC. 15	760.00	L-5812-2 HBP	STATE OF NEW MEXICO - ALL	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
S-505	T-19N, R-29E LOTS 2, 3 & 4 & S/2NW & S/2SE SEC. 3	239.52	L-5813-2 HBP	STATE OF NEW MEXICO - ALL	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
S-506	T-19N, R-29E SE SEC. 3; LOTS 1, 3 & 4 & S/2NW & S/2NE & SE & W/2SW SEC. 4; LOTS 1, 2, 3 & 4 & S/2W/2 SEC. 5	958.35	L-5814-2 HBP	STATE OF NEW MEXICO - ALL	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%

EXHIBIT "B"

CERTIFICATION

All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are routinely microfilmed as a necessary operation in the production of an inactive document file.

John A. Costa
Clerical Director

12-1-85
DATE OF FILMING

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & DATE OF EXPIRATION	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSOR OF RECORD	OVERRIDING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
9-507	T-19N, R-29E E/2 & W/2M & W/2M SEC. 9; NW SEC. 10	640.00	L-5815-2 HRP	STATE OF NEW MEXICO - ALL	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
9-508	T-19N, R-29E SESW SEC. 26 SESE & E/2SE SEC. 35; ALL SEC. 36	800.00	L-5816-2 HRP	STATE OF NEW MEXICO - ALL	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
9-509	T-19N, R-29E E/2M & SE SEC. 24; E/2 & E/2M/2 SEC. 25	720.00	L-5817-2 HRP	STATE OF NEW MEXICO - ALL	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
9-510	T-19N, R-30E LOTS 1, 2, 3 & 4 & E/2M/2 & E/2 SEC. 30	630.96	L-5826-2 HRP	STATE OF NEW MEXICO - ALL	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
9-511	T-19N, R-30E LOTS 2, 3 1/2, 4 & E/2M & SEWM & S/2NE & SE SEC. 31; NW & N/2M & SEWM & W/2SE & SESE SEC. 32	872.44	L-5827-2 HRP	STATE OF NEW MEXICO - ALL	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
9-512	T-19N, R-30E SESW SEC. 32	40.00	L-5828-2 HRP	STATE OF NEW MEXICO - ALL	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%

REVISED PAGE 11/27/84

EXHIBIT "B"

CERTIFICATION

All microphotographic images of documents on this title strip are of authentic documents as the possession of this agency is noted in the Statement of Document Certification on file at this agency. These documents are routinely microfilmed as a necessary operation to the generation of an invariable document title.

William C. Hasbun
SARLES DEPUTY

1-2-85
DATE OF FILING

9003 - 54

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & DATE OF EXPIRATION	PERCENTAGE OWNERSHIP BASIC RENTAL	LESSEE OF RECORD	OVERRIDE RENTAL & INTEREST PERCENTAGE	WORKING INTEREST & PERCENTAGE
S-513	T-18N, R-30E LOTS 3, 4 & SE 1/4 SEC. 51 S 1/2 SEC. 6 SE 1/4 SEC. 6 1, 2, 3 & 4 E 1/2 SEC. 7 S 1/2 SEC. 7	635.46	L-5852-2 HBP	STATE OF NEW MEXICO - ALL	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
S-514	T-18N, R-30E LOTS 1, 2 & SE 1/4 SEC. 51 LOTS 1, 2, 3, 4 & 5 S 1/2 SEC. 6 S 1/2 SEC. 6	476.18	L-5853-2 HBP	STATE OF NEW MEXICO - ALL	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
S-515	T-18N, R-30E LOTS 1 & 2 NE 1/4 S 1/2 SEC. 18 NE 1/4 S 1/2 SEC. 19	438.34	L-5856-2 HBP	STATE OF NEW MEXICO - ALL	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
S-516	T-17N, R-29E LOTS 1, 2 & 3 S 1/2 SEC. 21 ALL SEC. 16	1200.71	LG-4586 9-1-87	STATE OF NEW MEXICO - ALL	AMERADA HESS CORPORATION		AMERADA HESS CORPORATION 100%
S-517	T-18N, R-29E LOTS 1, 2 & 3 & S 1/2 SEC. 1	317.28	LG-4601 9-1-87	STATE OF NEW MEXICO - ALL	AMERADA HESS CORPORATION CLARENCE BRUCE AND ANNE B. BRUCE, HIS WIFE	6.25%	AMERADA HESS CORPORATION 100%

REVISED PAGE 11/27/84

EXHIBIT "B"

CERTIFICATION

All photostatic copies of documents on this title are not authorized documents in the possession of this agency as shown in the Statement of Document Certification on file at this agency. These documents are correctly identified as a necessary operation in the preparation of an accurate Abstract.

John R. Smith
CHIEF OPERATOR

John R. Smith
DATE OF FILING

9003 - 55

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & DATE OF EXPIRATION	PERCENTAGE OF BASIC ROYALTY	LESSEE OF RECORD	OVERSICIDING ROYALTY & INTEREST PERCENTAGE	WORKING INTEREST & PERCENTAGE
9-518	T-18N, R-29E N/2S/2, SESE S/2SE SEC. 1, ALL SEC. 2	911.94	LG-4602-3 9-1-87	STATE OF NEW MEXICO - ALL	CO2-IN-ACTION	RIO PETRO, LTD. 2.2%	CO2-IN-ACTION 100%
9-519	T-18N, R-29E N/2E & N/2E & SESE & SESE SEC. 12, NENE SEC. 13, ALL SEC. 16	880.00	LG-4603 9-1-87	STATE OF NEW MEXICO - ALL	AMERADA HESS CORPORATION		AMERADA HESS CORPORATION 100%
9-520	T-18N, R-29E N/2E & SESE & S/2 SEC. 32, ALL SEC. 36	1080.00	LG-4604 9-1-87	STATE OF NEW MEXICO - ALL	AMERADA HESS CORPORATION		AMERADA HESS CORPORATION 100%
9-521	T-17N, R-29E LOTS 4, 5 & 6 & NE & E/2SE SEC. 19; S/2S/2 & NESE SEC. 20; S/2 SEC. 21; S/2 SEC. 22	1156.90	LG-5052 1-1-88	STATE OF NEW MEXICO - ALL	GULF OIL CORPORATION		GULF OIL CORPORATION 100%
9-522	T-17N, R-29E N/2 SEC. 28	320.00	LG-5053 1-1-88	STATE OF NEW MEXICO - ALL	GULF OIL CORPORATION		GULF OIL CORPORATION 100%
9-523	T-17N, R-29E LOTS 4 & 6 & N/2 & W/2SE & E/2SW SEC. 29	538.45	LG-5054 1-1-88	STATE OF NEW MEXICO - ALL	GULF OIL CORPORATION		GULF OIL CORPORATION 100%
9-524	T-19N, R-30E N/2W SEC. 29	40.00	L-5823-2 HBP	STATE OF NEW MEXICO - ALL	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%

REVISED PAGE 11/27/84

EXHIBIT "B"

CERTIFICATION

All microphotographic images of documents on this film strip are of authentic documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are faithfully photographed on a secondary operation in the guarantee of an isolated document title.

William H. Heston
CHIEF OPERATOR

1-2-85
DATE OF FILMING

9003 - 56

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
S-525	T-18N, R-30E NW SEC. 20	160.00	L-5857-2 HRP	STATE OF NEW MEXICO - ALL	CITIES SERVICE OIL AND GAS CORPORATION	CITIES SERVICE OIL AND GAS CORPORATION 100%	CITIES SERVICE OIL AND GAS CORPORATION 100%
S-526	T-18N, R-30E N4W SEC. 29	40.00	L-5859-2 HRP	STATE OF NEW MEXICO - ALL	CITIES SERVICE OIL AND GAS CORPORATION	CITIES SERVICE OIL AND GAS CORPORATION 100%	CITIES SERVICE OIL AND GAS CORPORATION 100%
S-527	T-18N, R-30E NE1/4 SEC. 30	40.00		STATE OF NEW MEXICO - ALL	UNLEASED	UNLEASED 100%	UNLEASED 100%

27 STATE TRACTS CONTAINING 15,976.53 ACRES OR 37.40% OF THE UNIT AREA

EXHIBIT "B"

REVISED PAGE 11/27/84

CERTIFICATION

This microphotographic image of documents on this film strip was of authentic documents in the possession of this agency as noted in the Statement of Document Certification on this at this agency. These documents are faithfully identified as a specimen operation in the generation of an isolated document file.

Robert M. Smith
 CANADA OPERATOR

12-85
 DATE OF FILMING

903 - 57

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDE ROYALTY & INTEREST PERCENTAGE	WORKING INTEREST & PERCENTAGE
2001	T-18N, R-29E W/2 SEC. 5	318.56	5-19-85 HBP	R. E. TRUJILLO SR. ET UX 4.16667% GEORGE E. TRUJILLO 4.16667% ERNEST V. TRUJILLO 4.16667% 12.50000%	CITIES SERVICE OIL AND GAS CORPORATION 67%	CITIES SERVICE OIL AND GAS CORPORATION 66.66667%	CITIES SERVICE OIL AND GAS CORPORATION 66.66667%
2002	T-18N, R-29E S/2 SEC. 30	160.00	9-22-85	NORMAN W. LIBBY ET UX 12.5%	CO2-IN-ACTION 33%	RIO PINO, LTD. .73333%	CO2-IN-ACTION 33.33333% 100.00000%
2003	T-18N, R-29E NW SEC. 31 NE & N/2NW & SE/4 SEC. 4	434.22	3-15-85	BESSIE BROWN 12.5%	CITIES SERVICE OIL AND GAS CORPORATION	CITIES SERVICE OIL AND GAS CORPORATION 100%	CITIES SERVICE OIL AND GAS CORPORATION 100%
2004	T-18N, R-29E E/2SE SEC. 7 SW SEC. 8	240.00	3-15-85	R. E. BROWN ET UX 6.25000%	CITIES SERVICE OIL AND GAS CORPORATION 50%	C. D. BOWIE, JR., ET AL 6.625% ON 85% OF 50% TOTAL PRODUCTION	CITIES SERVICE OIL AND GAS CORPORATION 50% CO2-IN-ACTION 50% 100%

REVISED PAGE 11/27/84

EXHIBIT "B"

CERTIFICATION

All microphotographs, tapes or documents on this title strip are of authentic documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are faithfully microfilmed as a necessary operation in the preparation of an accurate document title.

William J. Phillips
CHIEF OPERATOR

1-2-85
DATE OF FILMING

9003 - 58

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDE ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
2004	CONT'D		2-22-89	MARY ANN ACKER WALTERSCHIED ET VIR 0.260416			
			2-22-89	AURELIA ACKER SCHOENENBERGER ET VIR 0.260416			
			2-22-89	LAWRENCE ACKER ET UX 0.260416			
			2-22-89	JOSETTA ACKER HEINRICH ET VIR 0.260426			
			2-22-89	GERALD ACKER ET UX 0.260426			
			2-22-89	LORENE ACKER DICK ET VIR 0.260426			
			2-22-89	JAMES ACKER ET UX 0.260426			
			2-22-89	ROBERT ACKER ET UX 0.260426			
			2-22-89	IRENE ACKER GUDEN ET VIR 0.260426			
			2-22-89	BERNICE ACKER BREMER 0.260426			
			2-22-89	CHARLES ACKER ET UX 0.260426			
				12.560000			

EXHIBIT "B"

This microphotographic image of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are routinely microfilmed as a necessary operation in the preservation of an isolated document file.

William M. Smith
 SPECIAL OPERATOR
 DATE OF FILMING: 7-29-85

TRACT NO.	DESCRIPTION	NO. OF ACRES	EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
2005	T-19N, R-29E W/2NW & N/2SW SEC. 21 T-20N, R-29E LOT 4 SEC. 31	197.54	5-21-85	SAM MARTINEZ 12.5%	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
2006	T-18N, R-29E NW & W/2NE SEC. 17; N/2W/2 SEC. 18	398.32	5-17-85	JANETTE J. ALFORD, ET VIR 12.5%	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
2007	T-19N, R-29E NE SEC. 19 E/2W/2 & W/2E/2 SEC. 20; SE/4W SEC. 28; W/2 & W/2E/2 & SENE & NESE SEC. 29; E/2 SEC. 30; W/2 SEC. 32	1720.00	5-19-85	R. E. TRUJILLO SR., ET UX 12.5%	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
2008	T-19N, R-29E N/2NE & SENE & SE SEC. 31	280.00	5-19-85 5-20-85 2-24-88	R. E. TRUJILLO SR., ET UX 4.16667% GEORGE E. TRUJILLO 4.16667% ERNEST V. TRUJILLO 4.16666% 12.50000%	CITIES SERVICE OIL AND GAS CORPORATION 67% CO2-IN-ACTION 33% RIO PETRO, LTD. .73333%		CITIES SERVICE OIL AND GAS CORPORATION 66.66667% CO2-IN-ACTION 33.33333% 100.00000%

EXHIBIT "B"

CERTIFICATION

All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Documents Certification on file at this agency. These documents are routinely microfilmed as a necessary operation in the generation of an integrated document file.

William A. Heston
CAMERA OPERATOR

1-2-85
DATE OF FILMING

9003 - 60

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDE ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
2009	T-19N, R-29E W/2 & 2 SEC. 20	160.00	2-24-88	ERNEST V. TRUJILLO 2.08334 R. E. TRUJILLO SR., ET UX 2.08334 GEORGE E. TRUJILLO 2.08334 CHARLES G. PARKER ET AL 9.37500 15.62500	CO2-IN-ACTION 17% CITIES SERVICE OIL AND GAS CORPORATION 83%	RIO PETRO, LTD., .36667% CO2-IN-ACTION 16.6667%	CITIES SERVICE OIL AND GAS CORPORATION 50% CO2-IN-ACTION 50% 100%
2010	T-19N, R-29E LOT 3 & SE SEC. 18; LOTS 1, 2, 3 & 4 & E/2NW & NESE SEC. 19; LOTS 1, 2 & 3 & NESE SEC. 30	627.52	5-20-85 2-24-88	GEORGE E. TRUJILLO 6.25% ERNEST V. TRUJILLO 6.25% 12.50%	CITIES SERVICE OIL AND GAS CORPORATION 50% CO2-IN-ACTION 50% RIO PETRO, LTD. 1.10000%		

EXHIBIT "B"

CERTIFICATION

All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification on file of this agency. These documents are routinely stored in a secure operation in the possession of an authorized document file.

Robert A. Smith
CHIEF OF BUREAU

1-2-85
DATE OF FILMING

9003 - 61

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & INTEREST PERCENTAGE	WORKING ROYALTY & INTEREST PERCENTAGE
2011	T-19N-R-29E LOT 4 & E/2SW SEC. 18	118.33	5-20-85	GEORGE E. TRUJILLO 3.125% ELLEN DRAKE KINGSBURY 2.34375% BETTY DRAKE RIPPEL 2.34375% ERNEST V. TRUJILLO 3.125% FEDERAL LAND BANK OF MICHIGAN 4.8875% 15.625%	CITIES SERVICE OIL AND GAS CORPORATION 50%	CITIES SERVICE OIL AND GAS CORPORATION 50%	CITIES SERVICE OIL AND GAS CORPORATION 50%
			5-21-89				
			5-21-89				
			2-24-88				
			3-19-85				
					CO2-IN-ACTION 25%	RIO PETRO, LTD. .55000%	CO2-IN-ACTION 25%
					AMERADA HESS CORPORATION 25%		AMERADA HESS CORPORATION 25%
							100%

EXHIBIT "B"

CERTIFICATION

All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification as filed at this agency. These documents are routinely microfilmed as a necessary operation in the operation of an interstate document title.

William J. Heston
CAMERA OPERATOR

1-2-15
DATE OF FILMING

9002 - 62

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
2012	T-18N, R-29E LOTS 2, 3, 4, 6 & 7 & SE 1/4 S/2NE & S/2SW & NWSE & S/2SE SEC. 6; NE SEC. 7; NW SEC. 8;	951.52	6-4-85	RAY C. MC DANIEL ET UX 12.51	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
2013	T-19N, R-29E LOTS 2, 3 & 4 SEC. 31	150.96	6-10-85	CESLO MARTINEZ 12.51	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
2014	T-17N, R-29E SE 1/4 SEC. 1; LOT 4 & S/2SW SEC. 2; LOT 1 & S/2NE & N/2SE & SE 1/4 SEC. 3; NENE SEC. 11; W/2 & SE 1/4 SEC. SEC. 12; N/2 & S/2NE SEC. 13; N/2NE & NENE SEC. 14;	1560.38	7-7-85	ELFRACIO BACA ET UX 12.51	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
	T-18N, R-29E N/2NE & NENE & S/2NW & N/2SW & SE 1/4 SEC. 35						

EXHIBIT "B"

CERTIFICATION

All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Documents Certification on file at this agency. These documents are routinely microfilmed as a necessary operation in the operation of the Institute document film.

William A. Smith
CHIEF OPERATOR

12-85
DATE OF FILMING

9003 - 63

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & INTEREST PERCENTAGE	WORKING INTEREST & PERCENTAGE
2015	T-18N, R-29E S/2SE SEC. 20; S/2SW SEC. 21	320.00	7-3-85	EDWARD ARBUCKLE ET UX 12.5%	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
2016	T-18N, R-29E S/2SW SEC. 10	40.00	9-15-91	JAMES K. BYRD ET UX 12.5%	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
2017	T-18N, R-29E N/2 SEC. 9; N/2SW SEC. 10	360.00	9-15-91 8-31-84	JAMES K. BYRD ET UX 6.25% SIN OIL COMPANY 9.375% 15.625%	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
2018	T-17N, R-29E W/2 SEC. 15 W/2 SEC. 22	480.00	7-8-85	ELOY BACA ET UX 12.5%	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
2019	T-17N, R-29E SW SEC. 4; N/2 SEC. 5; N/2SW SEC. 8; W. 30 AC. OF SE/4 SEC. 9; S/2NE & N/2SE & SE/4 & N/2SW & E/2NE/2E/2SW SEC. 11	660.00	7-9-85	MARGARITO GARCIA ET UX 12.5%	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%

EXHIBIT "B"

CERTIFICATION

All microphotographs (negatives or positives) on this file strip are of authorized documents. The possession of this agency as noted in the Statement of Document Certification to this at this agency. These documents are faithfully identified as a necessary condition to the generation of a reliable document file.

William J. Hughes
CHIEF OPERATOR

1-2-85
DATE OF FILING

9003 - 64

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & INTEREST PERCENTAGE	WORKING INTEREST & INTEREST PERCENTAGE
2020	T-19N, R-29E LOTS 3 & 4 & E/2 SW & SE SEC. 7; LOT 1 & NEW & N/2NE SEC. 18	474.29	7-2-85	ARMAND L. SMITH AND S. CRAIG SMITH 8.333348 BETTY DRAKE RIPPEL 2.083334 ELLEN DRAKE KINGSBURY 2.083334 12.500000	CITIES SERVICE OIL AND GAS CORPORATION 66.666678 AMERADA HESS CORPORATION 33.333334	CITIES SERVICE OIL AND GAS CORPORATION 66.666678 AMERADA HESS CORPORATION 33.333334 100.000000	
2021	T-19N, R-29E LOT 2 & SEW & S/2NE SEC. 18	158.21	7-2-85	ARMAND L. SMITH AND S. CRAIG SMITH 6.250 FEDERAL LAND BANK OF WICHITA 4.68750 BETTY DRAKE RIPPEL 1.56250 ELLEN DRAKE KINGSBURY 1.56250 14.06250	CITIES SERVICE OIL AND GAS CORPORATION 50% AMERADA HESS CORPORATION 50%	CITIES SERVICE OIL AND GAS CORPORATION 50% AMERADA HESS CORPORATION 50% 100%	

EXHIBIT "B"

REVISED PAGE 11/27/84

CERTIFICATION

All photographic images of documents on this title strip are of authorized documents to the satisfaction of this agency as noted in the Statement of Document Certification on file at this agency. These documents are routinely microfilmed as a secondary operation in the generation of an accurate master copy.

John Hester
Clerk Operator

11-2-85
DATE OF FILMING

9003 - 65

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSOR OF RECORD	OVERRIDING ROYALTY & INTEREST PERCENTAGE	WORKING INTEREST & PERCENTAGE
2022	T-17N, R-29E S3SW SEC. 3; S2SE & W/2SE SEC. 4; S3SW & E/2SW & N3SE SEC. 5; LOT 3 SEC. 6; E/2W/2 & W/2E/2 & S3SE & E/2SE SEC. 8; W/2SW SEC. 9; N/2 SEC. 21;	1319.38	7-23-85	JOE N. CORDOVA ET AL 12.5%	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
2023	T-18N, R-29E LOT 3 & E/2SW SEC. 31						
2023	T-17N, R-29E W/2W/2 SEC. 17; N/2E/2W SEC. 20	200.00	8-1-85	ALFICIO TRUJILLO ET AL 12.5%	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
2024	T-17N, R-29E E/2SW SEC. 9	80.00	8-2-85	ALFICIO TRUJILLO ET AL 12.5%	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
2025	T-17N, R-29E W/2SE SEC. 9	80.00	8-2-85	JUAN J. TRUJILLO 12.5%	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%

EXHIBIT "B"

CERTIFICATION

All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the statement of Bureau of Land Management on file at this agency. These documents are routinely microfilmed as a necessary operation in the generation of an electronic document strip.

William H. Smith
CAMERA OPERATOR

1-2-85
DATE OF FILMING

9003 - 66

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDE ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
2026	T-11N, R-29E LOTS 2, 3 & 4 & S/2NW & N/2SW SEC. 3; LOT 1 & SENE & NESE SEC. 4; LOTS 3 & 4 SEC. 5; W/2NE & E/2NE & E. 10 AC. OF SENE SEC. 9	652.77	8-5-85	ALBERTO TRUJILLO CITIES SERVICE & JUAN J. TRUJILLO 12.5%	CITIES SERVICE OIL AND GAS CORPORATION 100%		
2027	T-18N, R-29E LOTS 1 & 2 & E/2NW SEC. 7	156.90	6-5-85	DOROTHY J. LAUNDER 12.5%	CITIES SERVICE OIL AND GAS CORPORATION 100%		

EXHIBIT "B"

CERTIFICATION

All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are positively identified as a necessary operation in the generation of an electronic document file.

John M. Smith
CHIEF OPERATOR

11-2-85
DATE OF FILMING

9003 - 67

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC PROPERTY	LESSOR OF RECORD	OVERRIDING ROYALTY & INTEREST PERCENTAGE	WORKING INTEREST & PERCENTAGE
2028	T-18N, R-29E W/2SE & SW SEC. 17; SE & E/2SW & LOT 3 SEC. 18, EXCEPT 5.85 ACRES DESCRIBED IN TRACT 2062; LOT 4 & E/2W/2 & E/2 SEC. 19; W/2W/2 & SEW & NESH & E/2NE & NASH & E/2W & NASH & E/2 SEC. 21; SAME SEC. 22; NINE & W/2W SEC. 28; MENE & SAME & MENE & NESH & SEW SEC. 29; E/2E/2 & NINE & NESH & LOT 1 SEC. 30; MENE & S/2NE & E. 51 AC. OF SE SEC. 31; W/2W & W/2NE & SEW SEC. 32	2882.46	7-30-85	ARMAND LEE SMITH ET AL 12.5%	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
2029	T-18N, R-29E W/2SW & SEW & NASH SEC. 33	160.00	7-30-85 11-14-84 11-14-84	ARMAND LEE SMITH ET AL 6.25% ALFRED BROWN, JR. AND METTIE BROWN 1.5625% LENA BROWN 1.5625%	CITIES SERVICE OIL AND GAS CORPORATION 50% ALFRED BROWN, JR. AND METTIE BROWN 12.5% LENA BROWN 12.5%		CITIES SERVICE OIL AND GAS CORPORATION 50% ALFRED BROWN, JR. AND METTIE BROWN 12.5% LENA BROWN 12.5%

EXHIBIT "B"

REVISED PAGE 11/27/84

CERTIFICATION

All microphotographic images of documents on this film strip are of authentic documents in the possession of this agency as noted in the Statement of Document Certification on this at this agency. These documents are routinely microfilmed as a necessary operation in the performance of its investigative mission.

DATE OF FILMING
1-2-85

9003 - 68

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & DATE OF EXPIRATION	PERCENTAGE OWNERSHIP BASIC ROYALTY	LESSEE OF RECORD	OVERRIDE ROYALTY PERCENTAGE	WORKING INTEREST & PERCENTAGE
2029 CONT'D							
2030	T-17N, R-29E N/2NE SEC. 17; LOTS 1 & 2 & E/2NW & NE SEC. 18	338.64	7-31-85	CELESTIO VIGIL 12.5%	ALFRED KRESS UNLEASED 25%	ALFRED KRESS 25%	100%
2031	T-18N, R-29E E/2SE SEC. 9; W/2SW SEC. 10	160.00	9-15-91	JAMES K. BYRD ET UX 6.25%	CITIES SERVICE OIL AND GAS CORPORATION	CITIES SERVICE OIL AND GAS CORPORATION 100%	
			7-25-84	RUFUS P. RANDOLPH ET AL 6.25%	CITIES SERVICE OIL AND GAS CORPORATION 50%	CITIES SERVICE OIL AND GAS CORPORATION 50%	
					G. D. BOWIE, JR., ET AL 6.625% OF 85% OF 50% TOTAL PRODUCTION	CO2-IN-ACTION 50%	50%
2032	T-18N, R-29E W/2 SEC. 15; NW SEC. 22	480.00	9-15-91	JAMES K. BYRD ET UX 6.25%	CITIES SERVICE OIL AND GAS CORPORATION 50%	CITIES SERVICE OIL AND GAS CORPORATION 50%	
			11-3-88	H. W. ALLEN ET UX 6.25%	CO2-IN-ACTION 50%	CO2-IN-ACTION 30%	AMERADA HESS CORPORATION 20%
					12.50%		100%

REVISED PAGE 11/27/84

EXHIBIT "B"

CERTIFICATION

All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are routinely microfilmed as a necessary operation in the preparation of an inactive document file.

Colman M. ...
CATER OPERATOR

...
DATE OF FILMING

9003 - 69

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERSIC ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
2033	T-17N, R-29E LOTS 3, 4 & S/2NW SEC. 4; LOTS 1 & 2 & S/2NE SEC. 5	322.92	1-18-90	ANITE ARAGON 1.38889 ABENECIO ARCHULETA, AKA JOE A. ARCHULETA 1.38889 ADELINA ACOSTA 1.38889 NICK ARCHULETA 1.38889 PAULA PACHECO 1.38889 PROOPTO ARCHULETA 1.38889 TOMASITA ARCHULETA 1.38889 MARTINEZ 1.38889 RAPAZLITA ARGUELLO 1.38889 MARY GARCIA 1.38889 12.50000	AMERADA HESS CORPORATION	AMERADA HESS CORPORATION 100%	
2034	T-18N, R-29E S/2NE SEC. 18	80.00	5-9-85	ANCELETO ARCHULETA AKA NICK ARCHULETA, ET UX 14.58333	CO2- IN-ACTION 781	CO2- IN-ACTION 77.781	

CERTIFICATION

All microphotographic images of documents on this film strip are of certified documents as the possession of this agency is held in the custody of Document Certification on film at this agency. These documents are routinely microfilmed as a secondary operation in the operation of an Interstate document title.

William C. Hughes
CAMERA OPERATOR

1-2-15
DATE OF FILMING

EXHIBIT "B"

9003 - 70

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC REVENUE	LESSEE OF REVENUE	OVERRIDE ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
2034	CONT'D						
			1-10-90	ADELINA ACOSTA 1.388894	AMERADA HESS CORPORATION 22%		AMERADA HESS CORPORATION 22.22%
			1-10-90	PROOFPIO ARCHULETA 1.388894			
				17.361111			
2035	T-17N, R-29E S4 SEC. 14	160.00	11-13-88	FRANK L. C. DESCHA 12.5%	CO2-IN-ACTION		CO2-IN-ACTION 100%
2036	T-17N, R-29E E/2NW & W/2NE & S/2WNE & E/2SE & SENE SEC. 17	300.00	7-5-88	ANTONIA V. DESANTIAGO 12.5%	GULF OIL CORPORATION		GULF OIL CORPORATION 100%
2037	T-17N, R-29E W/2SE & NESE SEC. 17	120.00	7-5-88	LUCANDITA DESANTIAGO 12.5%	GULF OIL CORPORATION		GULF OIL CORPORATION 100%
2038	T-19N, R-29E SE SEC. 32, S4 SEC. 33	320.00	4-16-89	DOROTHY D. HIGH ET AL 12.5%	CO2-IN-ACTION	G. D. ROWLE, JR., ET AL 6.625% ON 85% OF TOTAL PRODUCTION	CO2-IN-ACTION 100%
2039	T-18N, R-29E SESE SEC. 17	40.00	5-22-89	FLORESHEIM MERCANTILE COMPANY 18.75%	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%

REVISED PAGE 11/27/84

EXHIBIT "B"

CERTIFICATION

All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are routinely microfilmed at a necessary operation in the operation of an isolated document film.

John A. Smith
Agency Operator

12-85
Date of Filing

9003 - 71

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC REVENUE	LESSEE OF RECORD	OVERSICIDING ROYALTY & INTEREST PERCENTAGE	WORKING INTEREST & PERCENTAGE
2040	T-17N, R-29E SENE SEC. 9	40.00	9-10-89	E. J. GANNON IV 1.17188 W. D. GANNON 1.17188 PATSY GANNON CAMPELLE .87891 PATSY GANNON CAMPELLE CHILDREN'S TRUST 1.46484 JEANNE GANNON HUNT .87891 JEANNE GANNON HUNT CHILDREN'S TRUST 1.46484 LUCILLE GANNON MURCHISON .87891 LUCILLE GANNON MURCHISON CHILDREN'S TRUST 1.46484 IGNACIO VIGIL 6.251 15.6251	CITIES SERVICE OIL AND GAS CORPORATION 501	CITIES SERVICE OIL AND GAS CORPORATION 50.01 100.01	CITIES SERVICE OIL AND GAS CORPORATION 50.01
2041	T-17N, R-29E SENE SEC. 9	40.00	9-10-89	E. J. GANNON IV 1.17188 W. D. GANNON 1.17188	CITIES SERVICE OIL AND GAS CORPORATION 501	CITIES SERVICE OIL AND GAS CORPORATION 50.01	CITIES SERVICE OIL AND GAS CORPORATION 50.01

REVISED PAGE 11/77/84

EXHIBIT "B"

CERTIFICATION

All microphotographs issued as documents on this film strip are of authentic documents in the possession of this agency as noted in the Statement of Document Certification on this or this agency. These documents are routinely microfilmed as a necessary operation in the generation of an inactive document film.

William C. Hatcher
CHIEF OPERATOR

1-2-85
DATE OF FILMING

9003 -72

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC OWNERSHIP	LESSEE OF RECORD	OVERRIDE ROYALTY & INTEREST PERCENTAGE	WORKING INTEREST PERCENTAGE
2041	CONT'D						
			7-13-89	PATSY GANNON CAMPBELL .878918			
			7-13-89	PATSY GANNON CAMPBELL 1.464848			
			7-13-89	JEANNE GANNON HUNT .878918			
			7-13-89	JEANNE GANNON HUNT CHILDREN'S TRUST 1.464848			
			7-13-89	LUCILLE GANNON MURCHISON .878908			
			7-13-89	LUCILLE GANNON MURCHISON CHILDREN'S TRUST 1.464848			
			11-21-88	IGNACIO VIGIL 6.258	CO2-IN-ACTION 50%		CO2-IN-ACTION 50.08% 100.08%
				15.6258			
2042	T-17N, R-29E W/2NW SEC. 14; NE SEC. 15	240.00	6-19-88	MAGDALENA PACHECO FRANK GARCIA ANA FRANCISCO GARCIA 5.555561 12.500001	GULF OIL CORPORATION		GULF OIL CORPORATION 100%
2043	T-19N, R-29E SE1/4 SEC. 19	40.00	12-10-89	LYELL C. HAZEN ET UX 12.58	AMERADA HESS CORPORATION		AMERADA HESS CORPORATION 100%

EXHIBIT "B"

REVISED PAGE 11/27/84

CERTIFICATION

All microphotographic images of documents on this film strip are of authentic documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are faithfully reproduced as a necessary operation in the generation of an integrated document file.

Carlton Martin
CAMERA OPERATOR

12-85
DATE OF FILMING

9003 - 73

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION DATE	PERCENTAGE BASIC ROYALTY	LESSEE OF RECORD	OVERSICING ROYALTY & INTEREST PERCENTAGE	WORKING INTEREST PERCENTAGE
2044	T-17N, R-29E LOTS 3 & 4 & W/2NE&W & SE&SW SEC. 18	132.43	7-31-88	CLORINDA JIMENEZ 12.5%	GULF OIL CORPORATION		GULF OIL CORPORATION 100%
2045	T-18N, R-29E LOT 4 SEC. 18; LOTS 1 & 2 SEC. 19	115.41	5-3-88	ALBIRIA MARTINEZ 12.5%	CO2-IN-ACTION	RIO PETRO, LTD. 2.2%	CO2-IN-ACTION 100%
2046	T-17N, R-29E SE & E/2NE&W SEC. 18	180.00	11-18-88	VICENTINA HATA 12.5%	CO2-IN-ACTION		CO2-IN-ACTION 100%
2047	T-17N, R-29E NE SEC. 22	160.00	9-1-88	SAMUEL T. MITCHELL 12.5%	GULF OIL CORPORATION		GULF OIL CORPORATION 100%

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EXHIBIT "B"

CERTIFICATION

All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are routinely microfilmed as a necessary operation in the generation of an isolated document film.

William J. Knapton
Camera Operator

1-2-85
DATE OF FILMING

9003 - 74

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
2048	T-17N, R-29E SE SEC. 15	160.00	9-1-88	SMUEL T. MITCHELL 12.5A	GULF OIL CORPORATION		GULF OIL CORPORATION 100%
2049	T-17N, R-29E NW SEC. 10	40.00	11-21-88	IGNACIO VIGIL ET UX 12.5A	CO2-IN-ACTION		CO2-IN-ACTION 100%
2050	T-17N, R-29E SW SEC. 5; LOTS 1 & 2 & SENE SEC. 6	160.53	6-16-89 6-16-89	RENITO PACHECO 6.25A JOE A. PACHECO 6.25A 12.50A	CO2-IN-ACTION	G. D. BOWIE, JR., ET AL 6.625% ON 85% OF TOTAL PRODUCTION	CO2-IN-ACTION 100%

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EXHIBIT "B"

CERTIFICATION

All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are routinely microfilmed as a necessary operation in the operation of an interstate movement film.

William M. Smith
CERAMIC OPERATOR

11-2-85
DATE OF FILMING

9003 - 76

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERSIEDING ROYALTY & INTEREST PERCENTAGE	WORKING INTEREST & PERCENTAGE
2051	T-18N, R-29E W/2NW SEC. 29	80.00	12-27-88	WILLIAM C. O'KEEFE CONSERVATOR OF THE ESTATE OF ALICE MARCEL REKORD 12.5%	CO2-IN-ACTION		CO2-IN-ACTION 100%
2052	T-18N, R-29E E/2NE & NESE SEC. 17	120.00	2-25-85	ARMAND L. SMITH ET UX 6.25% SIDNEY C. SMITH ET UX 6.25% 12.50%	AMERDA HESS CORPORATION		AMERDA HESS CORPORATION 100%
2053	T-18N, R-29E LOTS 1 & 2 & S/2NE SEC. 5	158.64	5-16-85	SPANATHA S. GALLETINE ET VIR 2.5000% BARBARA G. SCHEIBLING ET VIR .625000% JAMES S. STIOLEL ET UX .625000% MARK STEVEN STICKEL .625000% PATRICIA HENSEL ET VIR .83333%	CO2-IN-ACTION	G. D. BOWLE, JR., ET AL 6.625% ON 85% OF TOTAL PRODUCTION	CO2-IN-ACTION 100%

REVISED PAGE 11/27/84

EXHIBIT "B"

CERTIFICATION

All microphotographic images of documents on this film strip are of certified documents. The possession of this agency is subject to the Statute of Confidential Certification on file at this agency. These documents are routinely microfilmed as a necessary operation in the operation of an records management file.

William J. Hinkle
CHIEF OF BUREAU

1-2-85
DATE OF FILMING

TRACT NO.	DESCRIPTION	NO. OF EXPIRATION ACRES DATE	SERIAL NO. & PERCENTAGE	OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDE ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
2053	CONF'D						
		5-16-85		JOYCE K. MILLER ET VIR .83334			
		5-16-85		AUGUST C. STICKEL III .83344			
		5-16-85		DANIEL A. STICKEL .41664			
		5-16-85		ELIENE S. STICKEL III, ET UX .41667			
		5-16-85		DORISEA K. STICKEL ET AL .41667			
		5-16-85		T. J. STICKEL ET UX 1.25000			
		5-16-85		SARAH E. MORE ET VIR 2.50000			
				DAVID STICKEL .62500 12.50000	UNLEASED		
2054	T-19N. R-29E N35W SEC. 26; N35W & N/2SE SEC. 27; LOT 4 & 2/2SW SEC. 30	278.59	7-19-87	ANTONIO TRUJILLO 12.5A	AMERADA HESS CORPORATION		AMERADA HESS CORPORATION 100%
2055	T-19N. R-29E SE SEC. 19	160.00	8-15-87	R. R. TRUJILLO ET UX 12.5A	AMERADA HESS CORPORATION		AMERADA HESS CORPORATION 100%

REVISED PAGE 11/27/84

EXHIBIT "B"

ALL microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification as filed at this agency. These documents are positively identified as a necessary operation to the preparation of an accurate master film.

John A. Miller
CAMERA OPERATOR

12-85
DATE OF FILMING

9003 - 77

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & DATE OF EXPIRATION	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDE ROYALTY PERCENTAGE	WORKING INTEREST & PERCENTAGE
2056	T-17N, R-29E SW & SSW SEC. 10	240.00	11-21-88	IGNACIO VIGIL ET UX 12.5%	CO2-IN-ACTION		CO2-IN-ACTION 100%
2057	T-18N, R-29E SSW SEC. 9	40.00	2-14-88	MARION BRUCE ET UX 12.5%	CO2-IN-ACTION	RIO PETER LTD. 2.2%	CO2-IN-ACTION 100%
2058	T-19N, R-29E W/2SW & SSW SEC. 28; SSE SEC. 29; NE SEC. 32; NW SEC. 33	480.00	6-22-78	SAVANNAH S. GALLETINE ET VIR 2.5% BARBARA G. SCHEIBLING .62500% JAMES S. STICKEL .62500% MARK STEVEN STICKEL .62500% PATRICIA HENSEL .8333% JOYCE K. MILLER .8333%	GULP OIL CORPORATION		GULP OIL CORPORATION 100%

EXHIBIT "B"

REVISED PAGE 11/27/84

CERTIFICATION

All microphotographic images of documents on this film strip are of authentic documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are positively identified as a necessary operation to the generation of an accurate document file.

William J. Haskins
CHIEF OPERATOR

1-2-85
DATE OF FILMING

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & DATE OF EXPIRATION	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERSICING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
2058	CONT'D						
			6-22-78	AGUST C. STICKEL III .83344			
			6-22-78	DANIEL A. STICKEL .41668			
			6-22-78	ELIGNE S. STICKEL III .41667			
			6-22-78	MARY C. STICKEL ET AL .41667			
			6-22-78	T. J. STICKEL 1.25000			
			6-22-78	SARAH E. WORE ET VIR 2.50000			
			6-22-78	DAVID STICKEL .62500			
				12.50000			
2059	T-17N. R-29E SEW SEC. 14	40.00	12-8-79	NAVALTE G. MITCHELL AND SHERGIE H. MITCHELL, JOINT TENANTS 12.5	AMERADA HESS CORPORATION		AMERADA HESS CORPORATION 100%
2060	T-18N. R-29E SEW SEC. 9	40.00	9-15-91	JAMES K. BYRO ET UX 6.25	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 100%
			9-31-84	SUN OIL COMPANY 9.375	SUN OIL COMPANY		SUN OIL COMPANY
				15.625	UNLEASED 50%		UNLEASED 50%

REVISED PAGE 11/27/84

EXHIBIT "B"

CERTIFICATION

All photographs taken of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification on film in this agency. These documents are positively identified as a necessary operation to the generation of an accurate map of the.

John R. Smith
CAMERA OPERATOR

4-2-85
DATE OF FILMING

9003 - 79

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERSIGHT ROYALTY & INTEREST PERCENTAGE	WORKING INTEREST & PERCENTAGE
2061	T-18N, R-29E BASE SEC. 4; NESE SEC. 8; NW & W/2SW SEC. 9	320.00	2-14-88	MARION BRUCE ET UX 12.5%	CO2-IN-ACTION	RIO PETRO, LTD. 2.2%	CO2-IN-ACTION 100%
2062	T-18N, R-29E LOT 2 & 3SW SEC. 18 INCLUDING TWO TRACTS IN N/2 SW/4 CON- TAINING 3.85 ACRES, W/4 AND 2.00 ACRES, N/4, RESPECTIVELY, AND EXCLUDING TRACTS IN THE SE/4 NW/4 CONTAINING 1.9 ACRES, W/4 AND SW/4NW/4 CON- TAINING 2.80 ACRES, N/4.	78.25	2-24-88	ANTONIO GRIECO ET UX 12.5%	CO2-IN-ACTION	RIO PETRO, LTD. 2.2%	CO2-IN-ACTION 100%

EXHIBIT "B"

CERTIFICATION

All photographic images or documents on this title strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification on form at this agency. These documents are routinely identified as a necessary operation in the generation of an accurate document title.

William J. Heston
CARTER OPERATOR

1-23-88
DATE OF TYPING

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDE ROYALTY PERCENTAGE	WORKING INTEREST & PERCENTAGE
2063	T-20N, R-29E LOTS 1, 2 & 3 & NE1/4 & E/2SW & N/2SE SEC. 31	310.94	5-18-88	KATHERINE V. HEIMANN 8.3333%	CO2-IN-ACTION 50%	RIO PETRO, LTD. 1.1%	CO2-IN-ACTION 50%
			11-8-89	E. J. GANNON, IV. 1.17188%	CITIES SERVICE OIL AND GAS CORPORATION		CITIES SERVICE OIL AND GAS CORPORATION 50% 100%
			11-8-89	W. D. GANNON 1.17188%			
			11-8-89	PATSY GANNON CAMFRELL .87891%			
				PATSY GANNON CAMFRELL CHILDRENS TRUST 1.46484%			
			11-8-89	JEANNE GANNON HUNT .87891%			
				JEANNE GANNON HUNT CHILDRENS TRUST 1.46484%			
				LUCILLE GANNON MICHISON .87891%	UNLEASED		
				LUCILLE GANNON MICHISON CHILDRENS TRUST 1.46484%	UNLEASED		
				15.625%			
2064	T-18N, R-29E SW & NW1/4 & SW1/4 SEC. 4; SE SEC. 5	400.00	2-10-88	EDITH SHELIN 12.5%	CO2-IN-ACTION	RIO PETRO, LTD. 2.2%	CO2-IN-ACTION 100%

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EXHIBIT "B"

CERTIFICATION

All microphotographic images of documents on this film strip are of authentic documents in the possession of this agency as noted in the Statement of Authentic Certification on file at this agency. These documents are routinely microfilmed as a necessary operation in the operation of an inactive document file.

William R. Smith
CAMERA OPERATOR

11-2-85
DATE OF FILMING

9003 - 81

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDE ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
2065	T-18N, R-29E NE & W/2SE & S&SE SEC. 6	280.00	2-24-88	LOLA B. FITTER 12.5%	CO2-IN-ACTION	RIO PIEDRO, IND. 2.2%	CO2-IN-ACTION 100%
2066	T-18N, R-29E LOTS 3 & 4 & E/2 SW & W/2SE SEC. 7	236.74	4-3-88	BILLY M. HAYEN ET UX 12.5%	CO2-IN-ACTION	RIO PIEDRO, IND. 2.2%	CO2-IN-ACTION 100%
2067	T-17N, R-29E S/2E/2NW & N&SW & W&SE SEC. 20	120.00	5-13-85	ERIKSTEN GALEN TRIGG 3.51562%	CO2-IN-ACTION	G. D. ROWLE, JR., ET AL. 6.625% ON 85% OF TOTAL PRODUCTION	CO2-IN-ACTION 100%
			5-13-85	STEPHEN TALEOT TRIGG ET AL. 10.5468%			
			5-13-85	THOMAS E. MOORELOUGH 1.1718%			
			5-13-85	LOUISE TALEOT TRIGG 2.34375%			
			5-13-85	LINDA N. DECKER 1.17187%			
				18.75000%			
2068	T-17N, R-29E W/2SW & W/2E/2SW & W/2E/2E/2SW & W/2N&SW & W/2E/2N&SW SEC. 11	70.00	6-19-88	MACDALENA PACHCO 6.9444%	RELEASED		UNRELEASED 100%
			6-19-88	FRANK GARCIA 5.55556%			
				12.50000%			

REVISÉ PAGE 11/27/84

EXHIBIT "B"

CERTIFICATION

All photographic images of documents on this title strip are of authentic documents in the possession of this agency as shown to the Statement of Accurate Certification on file of this agency. These documents are routinely microfilmed at a necessary operation in the preparation of an accurate document title.

William C. Heston
CASSIDY OPERATOR

1-2-85
DATE OF FILMING

9003 -

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TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
2069	T-18N, R-29E 5.9 ACRES DESCRIBED AS FOLLOWS: A STRIP OF LAND 4 RODS WIDE AND 80 RODS LONG ADJOINING THE EASTERN BOUND- ARY, AND A STRIP OF LAND 4 RODS WIDE AND 76 RODS LONG ADJOINING THE NORTHERN BOUNDARY, SE/4NW/4, CONTAINING 3.9 ACRES, MORE OR LESS, AND A STRIP OF LAND 4 RODS WIDE AND 80 RODS LONG ALONG THE NORTHERN BOUNDARY, SW/4NW/4, CONTAINING 2.00 ACRES, W/L IN SEC. 18	5.9	6-19-89	ARMAND LEE SMITH AND SIDNEY CRAIG SMITH 18.75%	CITIES SERVICE OIL AND GAS CORPORATION	CITIES SERVICE OIL AND GAS CORPORATION 100%	
2070	T-19N, R-29E LOT 1, E/2N/2 SAME SEC. 31	238.63	7-19-87	ANTONIO TRUJILLO 12.5%	AMERADA HESS CORPORATION	AMERADA HESS CORPORATION 100%	
2071	T-18N, R-29E LOT 3, SEC. 19	39.09	5-3-88	ALBIRIA MARTINEZ 12.5%	CO2-IN-ACTION RIO PETRO, LMD. 2.2%	CO2-IN-ACTION 100%	

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EXHIBIT "B"

CERTIFICATION

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Colleen Martin
CAMERA OPERATOR

4-2-85
DATE OF FILMING

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. & DATE OF EXPIRATION	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & INTEREST PERCENTAGE	WORKING INTEREST & PERCENTAGE
2072	T-18N. R-29E S3SW SEC. 33 T-19N. R-29E LOTS 1, 2, & S2SW SEC. 7	155.94	HBP	T. E. MITCHELL & SON INC.-ALL	AMERICAS II, INC.	AMERICAS II, INC. 100%	
2073	T-20N. R-29E LOT 4 SEC. 30	36.54	5-18-88	KATHERINE V. BEINMANN 12.5%	CO2-IN-ACTION RIO PETRO, LTD. 2.2%	CO2-IN-ACTION 100%	

9003 - 83

73 FEE TRACTS CONTAINING 22,860.55 ACRES OR 53.52% OF THE UNIT AREA

REVISÉ PAGE 11/27/84

EXHIBIT "B"

CERTIFICATION

All microphotographic images of documents on this film strip are of authorized documents. The accuracy of this copy is attested to by the Statement of Document Certification on file at this agency. These documents are routinely microfilmed as a necessary operation in the preparation of an inactive document file.

William J. Knapton
CAMERA OPERATOR

1-2-85
DATE OF FILMING

9003 - 84

EXHIBIT "C"
WEST BRAVO DOME CO₂ GAS UNIT
HARDING COUNTY, NEW MEXICO

TRACT NUMBER	NUMBER OF ACRES	PERCENTAGE OF PARTICIPATION
F-101	1000.00	2.34118
F-102	676.86	1.58465
F-103	319.44	0.74787
F-104	960.66	2.24908
F-105	360.00	0.84282
F-106	79.50	0.18612
F-107	320.00	0.74918
F-108	40.00	0.09365
F-109	120.00	0.28094
S-501	520.00	1.21741
S-502	640.00	1.49835
S-503	920.00	2.15388
S-504	760.00	1.77930
S-505	239.52	0.56076
S-506	958.35	2.24367
S-507	640.00	1.49835
S-508	800.00	1.87294
S-509	720.00	1.68565
S-510	630.96	1.47719
S-511	872.44	2.04254
S-512	40.00	0.09365
S-513	635.46	1.48772
S-514	476.18	1.11482
S-515	438.34	1.02623
S-516	1200.71	2.81108
S-517	317.28	0.74281
S-518	911.94	2.13501
S-519	880.00	2.06024
S-520	1080.00	2.52847
S-521	1156.90	2.70851
S-522	320.00	0.74918
S-523	538.45	1.26061
S-524	40.00	0.09365
S-525	160.00	0.37459
S-526	40.00	0.09365
S-527	40.00	0.09365
2001	318.56	0.74581
2002	160.00	0.37459
2003	434.22	1.01659

REVISED EXHIBIT 11/27/84

CERTIFICATION

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Colin M. Smith
CAMERA OPERATOR

12-85
DATE OF FILMING

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EXHIBIT "C"
Page Two

TRACT NUMBER	NUMBER OF ACRES	PERCENTAGE OF PARTICIPATION
2004	240.00	0.56188
2005	197.54	0.46248
2006	398.32	0.93254
2007	1720.00	4.02683
2008	280.00	0.65553
2009	160.00	0.37459
2010	627.52	1.46914
2011	118.33	0.27703
2012	951.52	2.22768
2013	150.96	0.35343
2014	1560.38	3.65313
2015	320.00	0.74918
2016	40.00	0.09364
2017	360.00	0.84282
2018	480.00	1.12377
2019	660.00	1.54518
2020	474.29	1.11040
2021	158.21	0.37040
2022	1319.38	3.08890
2023	200.00	0.46824
2024	80.00	0.18729
2025	80.00	0.18729
2026	652.77	1.52825
2027	156.90	0.36733
2028	2882.46	6.74835
2029	160.00	0.37459
2030	338.64	0.79282
2031	160.00	0.37459
2032	480.00	1.12377
2033	322.92	0.75601
2034	80.00	0.18729
2035	160.00	0.37459
2036	300.00	0.70235
2037	120.00	0.28094
2038	320.00	0.74918
2039	40.00	0.09364
2040	40.00	0.09364
2041	40.00	0.09364
2042	240.00	0.56188
2043	40.00	0.09364

CERTIFICATION

All microphotographic copies of documents on this film strip are as authorized documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are routinely microfilmed as a necessary operation in the generation of an electronic document file.

William J. Chablos
CAMERA OPERATOR

1-2-85
DATE OF FILMING

9003 - 86

EXHIBIT "C"
Page Three

TRACT NUMBER	NUMBER OF ACRES	PERCENTAGE OF PARTICIPATION
2044	132.43	0.31004
2045	115.41	0.27020
2046	180.00	0.42141
2047	160.00	0.37459
2048	160.00	0.37459
2049	40.00	0.09364
2050	160.53	0.37583
2051	80.00	0.18729
2052	120.00	0.28094
2053	158.64	0.37140
2054	278.59	0.65223
2055	160.00	0.37459
2056	200.00	0.46824
2057	40.00	0.09364
2058	480.00	1.12377
2059	40.00	0.09364
2060	40.00	0.09364
2061	320.00	0.74918
2062	78.25	0.18320
2063	310.94	0.72797
2064	400.00	0.93647
2065	280.00	0.65553
2066	236.74	0.55425
2067	120.00	0.28094
2068	70.00	0.16388
2069	5.90	0.01381
2070	238.63	0.55868
2071	39.09	0.09152
2072	155.94	0.36508
2073	36.54	0.08555
TOTAL	42,713.54	100.00000

CERTIFICATION

All microphotographic images of documents on this film strip are of sufficient contrast to be processed at this agency or later in the Statement of Document Certification as film of this agency. These documents are routinely microfilmed as a means of protection in the generation of an isolated document film.

John A. Smith
CAMERA OPERATOR

1-2-85
DATE OF FILMING

9003 - 87

EXHIBIT D

ATTACHED TO AND MADE A PART OF THE UNIT AGREEMENT
WEST BRAVO DOME CARBON DIOXIDE GAS UNIT
HARDING COUNTY, NEW MEXICO

INDEMNITY AGREEMENT

WHEREAS, Section 9.1.3 of an agreement entitled "Unit Agreement, West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico," dated September 1, 1983, provides that under certain circumstances and conditions therein stated a Tract that fails to qualify for inclusion in the Unit Area may be included if the requisite Working Interest Owners in the Tract as specified in said Section request the inclusion of the Tract in the Unit Area and execute and deliver, or obligate themselves to execute and deliver, an indemnity agreement; and

WHEREAS, Tract _____, described in the Unit Agreement is such a Tract; and

WHEREAS, the undersigned are owners of Working Interest in such Tract and have become parties to the Unit Agreement and the Unit Operating Agreement and desire the inclusion of the Tract in the Unit Area;

NOW THEREFORE, in consideration of and conditioned upon said Tract meeting the other requirements of the aforesaid Section of the Unit Agreement and its inclusion in the Unit Area, the undersigned hereby requests the inclusion of the above Tract in the Unit Area and agrees, together with other owners of Working Interest in the Tract who execute and deliver, or who obligate themselves to execute and deliver, like indemnity agreements, to indemnify and hold harmless all other Working Interest Owners in the Unit Area against all claims and demands required by said Section to be the subject of such indemnity. Any liability arising hereunder shall be borne by the undersigned and other Working Interest Owners in the Tract who are committed to like indemnity agreements in the proportion that the Working Interest of each in the Tract bears to the Total Working Interest therein of all the owners of Working Interest in the Tract committed to such indemnity agreement.

This indemnity shall become void with respect to all claims and demands based upon occurrences subsequent to the time when the conditions are met that would have initially qualified such Tract for inclusion in the Unit Area without this indemnity.

This agreement shall be binding upon and inure to the benefit of the heirs, devisees, legal representatives, successors, and assigns of the respective parties initially bound or benefited by the provisions hereof.

CERTIFICATION

All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are positively microfilmed as a necessary operation in the generation of an isolated document file.

William J. Haples
CAMERA OPERATOR

1-2-15
DATE OF FILMING

9003 - 88

IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the date opposite its signature.

-2-

CERTIFICATION

Are microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are routinely classified as a necessary operation in the generation of an isolated document file.

William M. Smith
CAMERA OPERATOR

12-15
DATE OF FILMING

9004 - 89

NEW MEXICO STATE LAND OFFICE
CERTIFICATE OF APPROVAL
COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO
WEST BRAVO DONE CARBON DIOXIDE GAS UNIT
HARDING 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 in Exhibits A and B within the attached Agreement dated September 1, 1983, which has been executed, or is to be 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 Unitized substances 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 Unitized Substances in place under its land in the area.
- (c) That each beneficiary institution of the State of New Mexico will receive its fair and equitable share of the recoverable Unitized Substances under its lands within the area.
- (d) That such agreement is in other respects for the best interest of the state, with respect to state lands.

NOW THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-43, 19-10-46, 19-10-47, 19-10-53, and 19-10-54, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned, Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the Carbon Dioxide Unitized Substances resources of the State, do hereby consent to and approve the said Unit Agreement, and any leases embracing lands of the State of New Mexico within the area described in Exhibits A and B of the Unit Agreement shall be and the same are hereby amended to conform with the terms and conditions of the Unit Agreement, and shall remain in full force and effect according to the terms and conditions of said Unit Agreement. This approval is subject to all of the provisions of the aforesaid statutes and conditioned as follows:

1. That the State of New Mexico Shall have the right to take in kind,

CERTIFICATION

All microphotographic copies of documents on this film strip are of authentic documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are routinely microfilmed as a necessary operation in the preparation of an Institute document file.

William H. Hester
CHIEF OPERATOR

1-2-85
DATE OF FILMING

9004 -90

at any time, its royalty share of unitized substances and upon request by the Commissioner the Unit Operator shall transport through any pipeline which it may own or have the right to use, unitized substances so taken in kind or otherwise purchased under 19-14-1 through 19-14-3 NMSA 1978 Comp., or under the provisions of Article 7 Paragraph 7.6 of the Unit Agreement. The owner of such unitized substances shall compensate or otherwise reimburse the unit operator for the actual cost of such transportation.

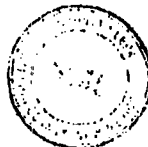
2. That the allocation of Carbon Dioxide for enhanced or tertiary recovery operations in the State of New Mexico provided for in Article 7, paragraph 7.6 of the Unit Agreement shall be made available within a reasonable time after expiration of the notice period stated therein notwithstanding the language of lines 23 through 32 of Paragraph 7.6 at page 15 of this Unit Agreement.

3. That notwithstanding any Storage, Balancing, Take or Pay agreements or provisions of this Unit Agreement to the contrary the State of New Mexico Shall receive payment for its allocated royalty share of all unitized substances produced and marketed from the unit area. Payment to be made on the 20th day of each month for all royalties due the lessor for the preceeding month.

4. That the effective date of this Unit Agreement shall be December 1, 1984.

IN WITNESS WHEREOF, this Certificate of Approval is executed with seal affixed, this 20th day of November, 1984.

John Baca
COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico



State of New Mexico }
County of Lincoln }

This instrument was filed for record on this

12 day of December, A.D. 1984

At 8:55 o'clock A.M., recorded in

Book 19 Page 044 89-50

County Clerk

By John Baca Deputy

CERTIFICATION

All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are routinely stored in a secure operation in the possession of an authorized document file.

John Baca
COUNTY CLERK

12-85
DATE OF FILMING

9005 - 91

CERTIFICATION--DETERMINATION

Pursuant to the authority vested in the Secretary of the Interior, the act approved February 23, 1920, 41 Stat. 437, as amended, 30 U.S.C. secs. 181, et seq., and delegated to the District Manager of the Bureau of Land Management, I do hereby:

- A. Accept the attached agreement for the development and operation of the West Bravo Dome Unit Area, State of New Mexico.
- B. 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.
 1. The provisions of Article 5.2 "Redetermination of Tract Participations", will be subject to approval by the District Manager of the Bureau of Land Management.
 2. The provisions of Article 7.3 requiring a party to bear any extra expenditure incurred in the taking in kind or separate disposition of share of the production shall be ineffective as to any royalty which may be taken in kind by the Federal Government.
 3. Require the Unit Operator to furnish that the Bureau of Land Management at Albuquerque, New Mexico, two copies of:
 - (a) All notices and reports of unit operations including revisions and changes to the unit agreement.

State of New Mexico
County of Harding



This instrument was filed for record on this
12 day of December 1984
At 5:00 P.M. and duly recorded in
Book 14 of 1984 page 97
County Clerk
By Adlene Maestas Deputy

for Edy A. Stephen
District Manager
United States Bureau of Land Management

NOV 2 1984

Dated

14-08-0001-19588
Contract Number

This document is a copy of the original and is not to be used as evidence in any court of law. It is to be used only for the purpose of recording and is not to be used as evidence in any court of law.

Adlene Maestas
COUNTY CLERK

12-2-85
DATE OF FILING

9/18 - 386

**CERTIFICATE OF EFFECTIVENESS
WEST BRAVO DOME CARBON DIOXIDE GAS UNIT
HARDING COUNTY, NEW MEXICO**

THIS CERTIFICATE OF EFFECTIVENESS for the UNIT AGREEMENT for the DEVELOPMENT and OPERATION of the WEST BRAVO DOME CARBON DIOXIDE GAS UNIT, located in HARDING COUNTY, NEW MEXICO, prepared for recordation and executed by CITIES SERVICE OIL AND GAS CORPORATION, a Delaware Corporation, the UNIT OPERATOR:

WITNESSETH, That in accordance with Article 9 of the UNIT AGREEMENT for the DEVELOPMENT and OPERATION of the WEST BRAVO DOME CARBON DIOXIDE GAS UNIT AGREEMENT that more than seventy-five percent (75%) of the Tract Participation in the Unit Area as shown on Exhibit C of said Unit Agreement have qualified to be included in the Unit, by execution of the Unit Agreement or a Ratification thereof, or pursuant to specific provisions in certain leases allowing the interests to be contributed to a Unit of this type, or as otherwise provided in Article 9, and

THAT the Oil Conservation Division of the State of New Mexico, by order dated November 1, 1984, Case No. 8351, Order No. R-7707, approved said WEST BRAVO DOME CARBON DIOXIDE GAS UNIT, said order became effective subsequent to the approval of the Unit by a New Mexico State Land Office Certificate of Approval executed by the Commissioner of Public Lands, State of New Mexico dated November 20, 1984, and a Certificate of Determination approved by the District Manager, Bureau of Land Management, Department of the Interior dated November 21, 1984, Contract Number 14-08-0001-19588, and

THAT a Counterpart of the UNIT AGREEMENT for the DEVELOPMENT and OPERATION of the WEST BRAVO DOME CARBON DIOXIDE GAS UNIT, and Ratifications thereof, were filed of record in Harding County on December 12, 1984, in Book 14, Page 18, et seq., Oil and Gas Lease Records, Harding County, New Mexico, and

THAT, the EFFECTIVE DATE of the UNIT AGREEMENT for the DEVELOPMENT and OPERATION of the WEST BRAVO DOME CARBON DIOXIDE GAS UNIT is December 1, 1984, at 7:00 a.m., Mountain Standard Time.

IN WITNESS WHEREOF, this CERTIFICATE OF EFFECTIVENESS executed on the date of acknowledgment by UNIT OPERATOR.

CITIES SERVICE OIL AND GAS CORPORATION

Carol J. Scott
ATTORNEY-IN-FACT *ca*

CERTIFICATION

All microphotographic images of documents on this title strip are of authentic documents in the possession of this agency as noted in the Statement of Document Certification on title at this agency. These documents are routinely microfilmed as a necessary operation in the generation of an isolated document title.

Gilbert Martin
CAMERA OPERATOR

12-85
DATE OF FILMING

9119 - 389

ACKNOWLEDGMENT



STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

AND FOR THE STATE OF Mississippi, 1984, by Charles T. Shelton, as Attorney-in-Fact on behalf of CITIS SERVICE OIL AND GAS CORPORATION.

My Commission Expires:
September 6, 1987.

Ernest W. Wildschmidt
Notary Public in and for
Tulsa County, Oklahoma



State of New Mexico }
County of Bernalillo }

This document was filed for record on this
21st day of December, A.D. 1924
15:30 o'clock, P.M. 1924, recorded in
 Book 14 of Ord. pages 384-389
 _____ County Clerk
 By Rufus McIntosh Deputy

9260-546

DECLARATION OF UNITIZATION,
POOLING AND COMBINATION OF LEASES
WEST BRAVO DOME CARBON DIOXIDE GAS UNIT
HARDING COUNTY, NEW MEXICO

BY THESE PRESENTS BE IT KNOWN THAT Cities Service Oil and Gas Corporation, a Delaware corporation, is Lessee of Record in certain OIL, GAS AND MINERAL LEASES which were included within the UNIT AREA of that Certain UNIT AGREEMENT for the DEVELOPMENT and OPERATION of the WEST BRAVO DOME CARBON DIOXIDE GAS UNIT, HARDING COUNTY, NEW MEXICO.

WITNESSETH, That certain leases within the Unit Area where Cities Service Oil and Gas Corporation is current Lessee of Record have the following language:

Lessee also shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land, and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

THAT, the above described language in the lease is found in Article 7 of the leases described in EXHIBIT A, or attached as a Rider to the lease described in EXHIBIT B, which Exhibits are attached hereto and made a part hereof.

THAT, the Oil Conservation Commission of the State of New Mexico, by order dated November 1, 1984, Case No. 8351, Order No. R-7767, approved said WEST BRAVO DOME CARBON DIOXIDE GAS UNIT, said order became effective subsequent to the approval of the Unit by a New Mexico State Land Office Certificate of Approval executed by the Commissioner of Public Lands, State of New Mexico, dated November 20, 1984, and a Certificate of Determination approved by the District Manager, Bureau of Land Management, Department of the Interior, dated November 21, 1984, Contract Number 14-08-0001-19588; and

9260 - 547

THAT, the EFFECTIVE DATE of the UNIT AGREEMENT for the DEVELOPMENT and OPERATION of the WEST BRAVO DOME CARBON DIOXIDE GAS UNIT was December 1, 1984, at 7:00 a.m., Mountain Standard Time, as found in that certain Certificate of Effectiveness filed for record on the 21st of December, 1984, in Book 14 of Oil and Gas Records, pages 388-389, in Harding County, New Mexico;

THAT, pursuant to the authority in the leases described in Exhibits A and B hereto, Cities Service Oil and Gas Corporation, effective December 1, 1984, unitized, pooled, and combined the leases described in Exhibits A and B hereto with other lands into the WEST BRAVO DOME CARBON DIOXIDE GAS UNIT."

IN WITNESS WHEREOF, This instrument executed on the date of acknowledgment by Cities Service Oil and Gas Corporation.

CITIES SERVICE OIL AND
GAS CORPORATION

By Craft, Scott
Attorney-in-Fact



ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

The foregoing instrument was acknowledged before me this 13th day of February, 1985, by David J. Smith, as Attorney-in-Fact on behalf of CITIES SERVICE OIL AND GAS CORPORATION.

My Commission Expires:

September 6, 1987

Geraldine Waldschmidt
Notary Public

7260- 547

EXHIBIT "A" - ATTACHED TO AND MADE A PART OF THAT CERTAIN INSTRUMENT ENTITLED CONTRIBUTION OF LEASES TO THE WEST BRAVO DOME CARBON DIOXIDE GAS UNIT, HARDING COUNTY, NEW MEXICO, EFFECTIVE DECEMBER 1, 1984.

SCHEDULE OF LEASES

LEASE NUMBER: 6-3016699/3016699
UNIT TRACT NUMBER: 2006
DATE: May 17, 1975
LESSOR: Janette J. Alford, et vir.
CURRENT LESSEE OF RECORD: Cities Service Oil and Gas Corporation

DESCRIPTION: Township 18 North, Range 29 East
Section 17: NW/4, W/2 NE/4
18: N/2 N/2
Harding County, New Mexico

LEASE NUMBER: 6-3016640/3016636
UNIT TRACT NUMBER: 2009
DATE: June 18, 1979
LESSOR: Charles G. Parke, et al. (including interest of Eloise Parke Woods)
CURRENT LESSEE OF RECORD: Cities Service Oil and Gas Corporation

DESCRIPTION: Township 19 North, Range 29 East
Section 20: W/2 W/2
Harding County, New Mexico

LEASE NUMBER: 6-3016737/3016737
UNIT TRACT NUMBER: 2013
DATE: June 10, 1975
LESSOR: Celso Martinez
CURRENT LESSEE OF RECORD: Cities Service Oil and Gas Corporation

DESCRIPTION: Township 19 North, Range 29 East
Section 6: Lots 4, 5, 6 & 7
Harding County, New Mexico

LEASE NUMBER: 6-3016610/3016610
UNIT TRACT NUMBER: 2015
DATE: July 3, 1975
LESSOR: Edward Arbuckle, et ux.
CURRENT LESSEE OF RECORD: Cities Service Oil and Gas Corporation

DESCRIPTION: Township 18 North, Range 29 East
Section 20: S/2 SE/4, NW/4 SE/4, SW/4
NE/4
21: S/2 SW/4, NW/4 SW/4, SW/4
NW/4
Harding County, New Mexico

LEASE NUMBER: 6-3016628/3016628
UNIT TRACT NUMBERS: 2020 and 2021
DATE: July 2, 1975
LESSOR: Roy G. Harney, et ux (original lessor)
CURRENT LESSEE OF RECORD: Cities Service Oil and Gas Corporation

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EXHIBIT "A" - SCHEDULE OF LEASES

PAGE TWO

LEASE NO. 6-3016620/3016620
(CONT'D):

DESCRIPTION:

Township 19 North, Range 29 East

Section 7: Lot 3, Lot 4, E/2 SW/4,
SE/4
18: Lot 1, NE/4 NW/4, N/2 NE/4
(Constituting Tract 2020)
and Lot 2, SE/4 NW/4 and
S/2 NE/4 (Constituting
Tract 2021)
Harding County, New Mexico

LEASE NUMBER:
UNIT TRACT NUMBER:
DATE:
LESSOR:
CURRENT LESSEE OF RECORD:
DESCRIPTION:

6-3016741/3016741
2022
July 23, 1975
Joe M. Cordova, et ux.
Cities Service Oil and Gas Corporation
Only insofar as said lease covers:

Township 17 North, Range 29 East

Section 3: SW/4 SW/4
4: W/2 SE/4, SE/4 SE/4
5: SE/4 NW/4, NW/4 SE/4, E/2
SW/4
6: Lot 3
8: E/2 W/2, W/2 E/2, E/2 SE/4,
SE/4 NE/4
9: W/2 SW/4
21: N/2

Township 18 North, Range 29 East

Section 31: Lot 3, E/2 SW/4
Harding County, New Mexico

LEASE NUMBER:
UNIT TRACT NUMBER:
DATE:
LESSOR:
CURRENT LESSEE OF RECORD:
DESCRIPTION:

6-3016623/3016623
2023
August 1, 1975
Alecio Trujillo, et al.
Cities Service Oil and Gas Corporation
Township 17 North, Range 29 East

Section 17: W/2 W/2
20: N/2 S/2 NW/4
Harding County, New Mexico

LEASE NUMBER:
UNIT TRACT NUMBER:
DATE:
LESSOR:
CURRENT LESSEE OF RECORD:
DESCRIPTION:

6-3016624/3016624
2024
August 2, 1975
Alecio Trujillo, et ux
Cities Service Oil and Gas Corporation
Township 17 North, Range 29 East
Section 9: E/2 SW/4
Harding County, New Mexico

9260 - 550

EXHIBIT "A" - SCHEDULE OF LEASES

PAGE THREE

LEASE NUMBER: 6-3016630/3016630
UNIT TRACT NUMBER: 2026
DATE: August 5, 1975
LESSOR: Alecio Trujillo, et al.
CURRENT LESSEE OF RECORD: Cities Service Oil and Gas Corporation

DESCRIPTION: Township 17 North, Range 29 East
Section 31: Lot 2, 3, 4, NE/4 SW/4,
S/2 NW/4
4: Lot 1, SE/4 NE/4, NE/4
SE/4
5: Lot 3, 4
9: W/2 NE/4, E/2 NE/4, NW/4,
E. 10 ac. of SE/4 NW/4

Township 18 North, Range 29 East

Section 31: W/2 SE/4, 20 ac. of W/2
E/2 SE/4
Harding County, New Mexico

LEASE NUMBER: 6-3016632/3016632
UNIT TRACT NUMBERS: 2028 and 2029
DATE: July 30, 1975
LESSOR: Armand Lee Smith, et ux., et al.
CURRENT LESSOR OF RECORD: Cities Service Oil and Gas Corporation

DESCRIPTION: Township 18 North, Range 29 East
Section 17: SW/4, W/2 SE/4
18: SE/4, E/2 SW/4, Lot 3
19: E/2, E/2 W/2, Lot 4
20: E/2 NE/4, NE/4 SE/4, W/2
W/2, SE/4 NW/4, NE/4 SW/4
21: E/2, E/2 NW/4, NW/4 NW/4,
NE/4 SW/4
22: SW/4 NE/4
28: N/2 NW/4, NW/4 NE/4
29: NE/4 NE/4, SW/4 NE/4, NW/4
SE/4, NE/4 SW/4, SE/4 NW/4
30: E/2 E/2, NW/4 NE/4, NE/4
SW/4, Lot 1
31: S/2 NE/4, NE/4 NE/4, E. 51
ac. of SE/4
32: N/2 NW/4, SE/4 NW/4, W/2
NE/4
(All the above constituting
Tract 2028)
33: N/2 SW/4, SE/4 SW/4, NW/4
SE/4
(The above constituting Tract
2029)
Harding County, New Mexico

9260 - 551

EXHIBIT "B" - ATTACHED TO AND MADE A PART OF THAT CERTAIN INSTRUMENT ENTITLED CONTRIBUTION OF LEASES TO THE WEST BRAVO DOMS CARBON DIOXIDE GAS UNIT, HARDING COUNTY, NEW MEXICO, EFFECTIVE DECEMBER 1, 1984.

LEASE SCHEDULE

LEASE NUMBER: 6-3017636/3016689
UNIT TRACT NUMBERS: 2040 and 2041
DATE: July 13, 1984
LESSOR: Lucille Gannon Murchison, Individually, and as Trustee for her Children and/or lineal descendants under Will of Mary Ethel Gannon, Deceased.
CURRENT LESSEE OF RECORD: Cities Service Oil and Gas Corporation
DESCRIPTION: Township 17 North, Range 29 East
Section 9; E/2 NE/4
(NE/4 NE/4 is Tract 2040; SE/4 NE/4 is Tract 2041)



State of New Mexico }
County of Harding }

This instrument is filed for record on this
20th day of February A.D. 1985
A.M. 15 and P.M. 15 and is recorded in
Book 14 O.G. page 546-551
By Wilma Maurstad County Clerk
Deputy

9300 - 637

CORRECTION
DECLARATION OF UNITIZATION,
POOLING, AND COMBINATION OF LEASES
WEST BRAVO DOME CARBON DIOXIDE GAS UNIT
HARDING COUNTY, NEW MEXICO

BY THESE PRESENTS BE IT KNOWN THAT Cities Service Oil and Gas Corporation, a Delaware corporation, is Lessee of Record in certain OIL, GAS AND MINERAL LEASES which were included within the UNIT AREA of that Certain UNIT AGREEMENT for the DEVELOPMENT and OPERATION of the WEST BRAVO DOME CARBON DIOXIDE GAS UNIT, HARDING COUNTY, NEW MEXICO.

WITNESSETH, That certain leases within the Unit Area where Cities Service Oil and Gas Corporation is current Lessee of Record have the following language:

Lessee also shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land, and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

THAT, the above described language in the lease is found in Article 7 of the leases described in EXHIBIT A, or attached as a Rider to the lease described in EXHIBIT B, which Exhibits are attached hereto and made a part hereof;

THAT, the Oil Conservation Commission of the State of New Mexico, by order dated November 1, 1984, Case No. 8351, Order No. R-7707, approved said WEST BRAVO DOME CARBON DIOXIDE GAS UNIT, said order became effective subsequent to the approval of the Unit by a New Mexico State Land Office Certificate of Approval executed by the Commissioner of Public Lands, State of New Mexico, dated November 20, 1984, and a Certificate of Determination approved by the District Manager, Bureau of Land Management, Department of the Interior, dated November 21, 1984, Contract Number 14-08-0001-19588;

#9300-638

THAT, the EFFECTIVE DATE of the UNIT AGREEMENT for the DEVELOPMENT and OPERATION of the WEST BRAVO DOME CARBON DIOXIDE GAS UNIT was December 1, 1984, at 7:00 a.m., Mountain Standard Time, as found in that certain Certificate of Effectiveness filed for record on the 21st of December, 1984, in Book 14 of Oil and Gas Records, pages 388-389, in Harding County, New Mexico;

THAT, pursuant to the authority in the leases described in Exhibits A and B hereto, Cities Service Oil and Gas Corporation, effective December 1, 1984, unitized, pooled, and combined the leases described in Exhibits A and B hereto with other lands into the WEST BRAVO DOME CARBON DIOXIDE GAS UNIT;

THAT, an instrument entitled Declaration of Unitization, Pooling, and Combination of Leases, West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico, was filed for Record on the 20th day of February, 1985, in Book 14 of Oil and Gas Records, pages 546-551, in Harding County, New Mexico, which made reference to attached Exhibits A and B; however, said Exhibits A and B in their heading incorrectly described the instrument to which they were attached and made a part of; thus, by this Correction Declaration of Unitization, Pooling, and Combination of Leases, West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico, said headings of Exhibits A and B have been appropriately amended and corrected.

IN WITNESS WHEREOF, This instrument executed on the date of acknowledgment by Cities Service Oil and Gas Corporation.

CITIES SERVICE OIL AND
GAS CORPORATION

By

Charles J. Shelton

Attorney-in-Fact

ACKNOWLEDGMENT



SS.

The foregoing instrument was acknowledged before me this 4th day of March, 1985, by Charles J. Shelton as Attorney-in-Fact on behalf of CITIES SERVICE OIL AND GAS CORPORATION.

My Commission Expires:

September 6, 1987

Geraldine Waltschmidt
Notary Public

Geraldine Waltschmidt
GASCO OPERATOR

5-19-85
DATE OF FILING

#9300-639

EXHIBIT "A" - ATTACHED TO AND MADE A PART OF THAT CERTAIN INSTRUMENT ENTITLED CORRECTION DECLARATION OF UNITIZATION, POOLING, AND COMBINATION OF LEASES, WEST BRAVO DOME CARBON DIOXIDE GAS UNIT, HARDING COUNTY, NEW MEXICO, EFFECTIVE DECEMBER 1, 1984.

SCHEDULE OF LEASES

LEASE NUMBER: 6-3016699/3016699
UNIT TRACT NUMBER: 2006
DATE: May 17, 1975
LESSOR: Janette J. Alford, et vir.
CURRENT LESSEE OF RECORD: Cities Service Oil and Gas Corporation
DESCRIPTION: Township 18 North, Range 29 East
Section 17: NW/4, W/2 NE/4
18: N/2 N/2
Harding County, New Mexico

LEASE NUMBER: 6-3016640/3016636
UNIT TRACT NUMBER: 2009
DATE: June 18, 1979
LESSOR: Charles G. Parke, et al. (including interest of Eloise Parke Woods)
CURRENT LESSEE OF RECORD: Cities Service Oil and Gas Corporation
DESCRIPTION: Township 19 North, Range 29 East
Section 20: W/2 W/2
Harding County, New Mexico

LEASE NUMBER: 6-3016737/3016737
UNIT TRACT NUMBER: 2013
DATE: June 10, 1975
LESSOR: Celso Martinez
CURRENT LESSEE OF RECORD: Cities Service Oil and Gas Corporation
DESCRIPTION: Township 19 North, Range 29 East
Section 6: Lots 4, 5, 6 & 7
Harding County, New Mexico

LEASE NUMBER: 6-3016610/3016610
UNIT TRACT NUMBER: 2015
DATE: July 3, 1975
LESSOR: Edward Arbuckle, et ux.
CURRENT LESSEE OF RECORD: Cities Service Oil and Gas Corporation
DESCRIPTION: Township 18 North, Range 29 East
Section 20: S/2 SE/4, NW/4 SE/4, SW/4 NE/4
21: S/2 SW/4, NW/4 SW/4, SW/4 NW/4
Harding County, New Mexico

LEASE NUMBER: 6-3016628/3016628
UNIT TRACT NUMBERS: 2020 and 2021
DATE: July 2, 1975
LESSOR: Roy G. Harney, et ux (original lessor)
CURRENT LESSEE OF RECORD: Cities Service Oil and Gas Corporation

#9300 - 640

EXHIBIT "A" - SCHEDULE OF LEASES

PAGE TWO

LEASE NO. 6-3016628/3016628
(CONT'D):

DESCRIPTION:

Township 19 North, Range 29 East

Section 7: Lot 3, Lot 4, E/2 SW/4,
SE/4
10: Lot 1, NE/4 NW/4, N/2 NE/4
(Constituting Tract 2020)
and Lot 2, SE/4 NW/4 and
S/2 NE/4 (Constituting
Tract 2021)
Harding County, New Mexico

LEASE NUMBER:
UNIT TRACT NUMBER:

6-3016741/3016741
2022

DATE:

July 23, 1975

LESSOR:

Joe N. Cordova, et ux.

CURRENT LESSEE OF RECORD:

Cities Service Oil and Gas Corporation

DESCRIPTION:

Only insofar as said lease covers:

Township 17 North, Range 29 East

Section 3: SW/4 SW/4
4: W/2 SE/4, SE/4 SE/4
5: SE/4 NW/4, NW/4 SE/4, E/2
SW/4
6: Lot 3
8: E/2 W/2, W/2 E/2, E/2 SE/4,
SE/4 NE/4
9: W/2 SW/4
21: N/2

Township 18 North, Range 29 East

Section 31: Lot 3, E/2 SW/4
Harding County, New Mexico

LEASE NUMBER:
UNIT TRACT NUMBER:

6-3016623/3016623
2023

DATE:

August 1, 1975

LESSOR:

Alecio Trujillo, et al.

CURRENT LESSEE OF RECORD:

Cities Service Oil and Gas Corporation

DESCRIPTION:

Township 17 North, Range 29 East

Section 17: W/2 W/2
20: N/2 S/2 NW/4
Harding County, New Mexico

LEASE NUMBER:
UNIT TRACT NUMBER:

6-3016624/3016624
2024

DATE:

August 2, 1975

LESSOR:

Alecio Trujillo, et ux

CURRENT LESSEE OF RECORD:

Cities Service Oil and Gas Corporation

DESCRIPTION:

Township 17 North, Range 29 East

Section 9: E/2 SW/4
Harding County, New Mexico

John Brister
CITY OF HARDING

3-4-75
DATE OF FILING

#9300-641

EXHIBIT "A" - SCHEDULE OF LEASES

PAGE THREE

LEASE NUMBER: 6-3016630/3016630
UNIT TRACT NUMBER: 2026
DATE: August 5, 1975
LESSOR: Alecio Trujillo, et al.
CURRENT LESSEE OF RECORD: Cities Service Oil and Gas Corporation

DESCRIPTION: Township 17 North, Range 29 East
Section 3: Lot 2, 3, 4, NE/4 SW/4,
S/2 NW/4
4: Lot 1, SE/4 NE/4, NE/4
SE/4
5: Lot 3, 4
9: W/2 NE/4, E/2 NE/4, NW/4,
E. 10 ac. of SE/4 NW/4

Township 18 North, Range 29 East
Section 31: W/2 SE/4, 20 ac. of W/2
E/2 SE/4
Harding County, New Mexico

LEASE NUMBER: 6-3016632/3016632
UNIT TRACT NUMBERS: 2028 and 2029
DATE: July 30, 1975
LESSOR: Armand Lee Smith, et ux., et al.
CURRENT LESSEE OF RECORD: Cities Service Oil and Gas Corporation

DESCRIPTION: Township 18 North, Range 29 East
Section 17: SW/4, W/2 SE/4
18: SE/4, E/2 SW/4, Lot 3
19: E/2, E/2 W/2, Lot 4
20: E/2 NE/4, NE/4 SE/4, W/2
W/2, SE/4 NW/4, NE/4 SW/4
21: E/2, E/2 NW/4, NW/4 NW/4,
NE/4 SW/4
22: SW/4 NE/4
28: N/2 NW/4, NW/4 NE/4
29: NE/4 NE/4, SW/4 NE/4, NW/4
SE/4, NE/4 SW/4, SE/4 NW/4
30: E/2 E/2, NW/4 NE/4, NE/4
SW/4, Lot 1
31: S/2 NE/4, NE/4 NE/4, E. 51
ac. of SE/4
32: N/2 NW/4, SE/4 NW/4, W/2
NE/4
(All the above constituting
Tract 2028)
33: N/2 SW/4, SE/4 SW/4, NW/4
SE/4
(The above constituting Tract
2029)
Harding County, New Mexico

This document is a true and correct copy of the original as the same appears on the records of the County Clerk of Harding County, New Mexico.

Charles W. Smith
County Clerk

3-19-85
Date of Filing

#9300 - 642

EXHIBIT "B" - ATTACHED TO AND MADE A PART OF THAT CERTAIN INSTRUMENT
ENTITLED CORRECTION DECLARATION OF UNITIZATION, POOLING,
AND COMBINATION OF LEASES, WEST BRAVO DOME CARBON
DIOXIDE GAS UNIT, HARDING COUNTY, NEW MEXICO, EFFECTIVE
DECEMBER 1, 1984.

LEASE SCHEDULE

LEASE NUMBER: 6-3017636/3016689
UNIT TRACT NUMBERS: 2040 and 2041
DATE: July 13, 1984
LESSOR: Lucille Gannon Murchison, Individually,
and as Trustee for her Children and/or
lineal descendants under Will of Mary
Ethel Gannon, Deceased.
CURRENT LESSEE OF RECORD: Cities Service Oil and Gas Corporation
DESCRIPTION: Township 17 North, Range 29 East
Section 9; E/2 NE/4
(NE/4 NE/4 is Tract 2040; SE/4 NE/4 is
Tract 2041)



State of New Mexico
County of Harding

The instrument was filed for record on this
13th day of March A.D. 1985
At 10:40 o'clock A.M. and duly recorded in
Book 17 of O.G. page 637-642
Julia Martinez County Clerk
Deputy