

UNIT AGREEMENT
ROCK QUEEN UNIT
LEA AND CHAVES COUNTIES, NEW MEXICO

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Exhibit "A" (Map of Unit Area)

Exhibit "B" (Schedule of Ownership)

Oil Conservation Division
Case No. 2
Exhibit No. 2

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION OF THE
ROCK QUEEN UNIT
LEA AND CHAVES COUNTIES, NEW MEXICO

NO. _____

THIS AGREEMENT, entered into as of the 1st day of October, 1959, by and between the parties subscribing, ratifying or consenting hereto, and herein referred to as "parties hereto",

WITNESSETH: That,

WHEREAS, the parties hereto are the owners of working, royalty or other oil or gas interests in the Unit subject to this Agreement; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Sec. 3, Chap. 88, Laws 1943 as amended by Sec. 1 of Chap. 162, Laws of 1951, Chap. 7, Art. 11, Sec. 39, N.M.S. 1953 anno) to consent to or approve this Agreement on behalf of the State of New Mexico, insofar as it covers and includes lands and mineral interests of the State of New Mexico; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Sec. 3, Chap. 88, Laws of 1943, as amended by Sec. 1, Chap. 162, Laws of 1951, Chap. 7, Art. 11, Sec. 41, N.M.S. 1953 anno) 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 may coincide with the term of such unitized development and operation of State lands; and

WHEREAS, the Oil Conservation Commission of the State of New Mexico is authorized by law (Chap. 72, Laws of 1935, as amended by Chap. 193, Laws of 1937, Chap. 166, Laws of 1941, and Chap. 168, Laws of 1949) 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. Sections 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 cooperative or unit plan of development or operation of any oil or gas

pool, field or like area or any part thereof for the purpose of more properly conserving the natural resources thereof whenever determined and certified by the Secretary of the Interior to be necessary or advisable in the public interest; and

WHEREAS, the parties hereto hold sufficient interests in the Rock Queen Unit covering the land hereinafter described to give reasonably effective control of operation therein; and

WHEREAS, it is the purpose of the parties hereto, to enable institution and consummation of secondary recovery operations, conserve natural resources, prevent waste and secure the other benefits obtainable through development and operation of the area subject to this Agreement under the terms, conditions and limitations herein set forth.

NOW, THEREFORE, in consideration of the premises and the promises herein contained, the parties hereto commit to this Agreement their entire respective interests in the below defined Unit Area, and agree severally among themselves as follows:

SECTION 1. ENABLING ACT AND REGULATIONS: 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 and valid, pertinent and reasonable regulations hereafter issued thereunder are accepted and made a part of this Agreement as to Federal lands, provided such regulations are not inconsistent with the terms of this Agreement; and as to non-Federal lands, the oil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations, not inconsistent with the terms hereof or the laws of the State in which the non-Federal land is located, are hereby accepted and made a part of this Agreement.

SECTION 2. UNIT AREA AND DEFINITIONS: For the purpose of this Agreement, the following terms and expressions as used herein shall mean:

(a) "Unit Area" is defined as those lands specified on Exhibit "A" hereof, and such land is hereby designated and recognized as constituting the Unit Area; the lands described in said Exhibit "A" are described as:

NEW MEXICO PRINCIPAL MERIDIAN, NEW MEXICO

CHAVES COUNTY, NEW MEXICO

T. 13 S., R. 31 E.,

Sec. 22: NW $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$
Sec. 23: N $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$
Sec. 24: N $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ S $\frac{1}{2}$
Sec. 25: All
Sec. 26: All
Sec. 27: E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$
Sec. 34: NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$
Sec. 35: N $\frac{1}{2}$ NW $\frac{1}{4}$
Sec. 36: All

LEA COUNTY, NEW MEXICO

T. 13 S., R. 32 E.,

Sec. 19: SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
Sec. 30: N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
Sec. 31: NW $\frac{1}{4}$ NW $\frac{1}{4}$

and containing 4,939.77 acres, more or less.

(b) "Commissioner" is defined as the Commissioner of Public Lands of the State of New Mexico.

(c) "Commission" is defined as the Oil Conservation Commission of the State of New Mexico.

(d) "Director" is defined as the Director of the United States Geological Survey.

(e) "Secretary" is defined as the Secretary of the Interior of the United States of America.

(f) "Department" is defined as the Department of the Interior of the United States of America.

(g) "Supervisor" is defined as the Oil and Gas Supervisor of the United States Geological Survey.

(h) "Queen Sand" or "Formation" is defined as and shall mean that heretofore established underground reservoir, a member of the Queen Formation of the Guadalupe Series, a part of the Permian System, which is found at 3050 to 3066 feet, in the Gulf Oil Corporation, State of New Mexico, "BMC" No. 1 Well, located in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 23, Township 13 South, Range 31 East, N.M.P.M., insofar as the same lies within the Unit Area.

(i) "Unitized Formation" is defined as that portion of the Queen Sand effectively committed to this Agreement.

(j) "Unitized Substances" is defined as and shall mean all of the oil and gas contained in or produced from the Unitized Formation.

(k) "Remaining Recoverable Oil" is defined as that amount of Unitized Substances which may be produced from the Unit Area by natural means or with the assistance of forces created by the injection of outside fluids or other substances into the Formation, from and after January 1, 1959, at 7:00 a.m.

(l) "Current Production" is defined as the total Unitized Substances produced and saved during the last one-half of the calendar year of 1958, as such production was reported to the Commission.

(m) "Working Interest" is defined as the right to search for, produce and acquire Unitized Substances whether held as an incident of ownership of mineral fee simple title, under an oil and gas lease, or otherwise held.

(n) "Working Interest Owner" is defined as and shall mean any party hereto owning a Working Interest, including a carried working interest owner, holding an interest in Unitized Substances by virtue of a lease, operating agreement, fee title or otherwise, which interest is chargeable with and obligated to pay or bear, either in cash or out of production, or otherwise, all or a portion of the cost of drilling, developing and producing the Unitized Substance from the Unitized Formation and operating thereof hereunder.

(o) "Royalty Interest" or "Royalty" is defined as an interest other than a Working Interest in or right to receive a portion of the Unitized Substances or the proceeds thereof and includes the royalty interest reserved by the lessor by an oil and gas lease and any overriding royalty interest, oil payment interest, net profit contracts, or any other payment or burden which does not carry with it the right to search for and produce Unitized Substances.

(p) "Royalty Owner" is defined as and shall mean the owner of a Royalty Interest.

(q) "Unit Operating Agreement" is defined as and shall mean any agreement or agreements (whether one or more) entered into (separately or collectively) by and between the Unit Operator and the Working Interest Owners as provided in Section 10, infra, and shall be styled "Unit Operating Agreement, Rock Queen Unit, Lea and Chaves Counties, New Mexico".

(r) "Paying Quantities" is defined as production of Unitized Substances in quantities sufficient to pay for the cost of producing same from wells on the unitized land.

(s) "Unit Manager" is defined as the person or corporation appointed by the Working Interest Owners to perform the duties of the Unit Operator until the selection and qualification of a successor Unit Operator as provided for in Section 9 hereof.

SECTION 3. EXHIBITS: Exhibit "A" attached hereto is a map showing, to the extent known to the Unit Operator, the Unit Area and the boundaries and identity of tracts and leases in said Unit Area. Exhibit "B" attached hereto is a schedule showing, to the extent known to the Unit Operator, the acreage comprising each tract, percentage ownership of each Working Interest Owner in each tract, and the percentage of participation each tract has in the Unit Area. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown in said map or schedule as owned by such

party. Exhibits "A" and "B" shall be revised by the Unit Operator whenever changes render such revision necessary, and at least two copies of such revision shall be filed with the Commissioner, and not less than six copies thereof shall be filed with the Supervisor.

SECTION 4. EXPANSION: The above described Unit Area may when practicable be expanded to include therein any additional tract or tracts regarded as reasonably necessary or advisable for the purposes of this Agreement to conform with the purposes of this Agreement. Such expansion shall be effected in the following manner:

(a) The Working Interest Owner or owners of a tract or tracts desiring to bring such tract or tracts into this Unit, shall file an application therefor with Unit Operator requesting such admission.

(b) Unit Operator shall circulate a notice to each Working Interest Owner of the proposed expansion, setting out the basis for admission, the unit participation to be assigned to such tract or tracts, and other pertinent data. After negotiation (at Working Interest Owners' meeting or otherwise) if 90 percent of the Working Interest Owners (on the basis of unit participation) have agreed to such tract or tracts being brought into the Unit, then Unit Operator shall:

(1) Prepare a notice of proposed expansion describing the contemplated changes in the boundaries of the Unit Area, the reason therefor, the basis for admission of the additional tract or tracts, the unit participation to be assigned thereto and the proposed effective date thereof, preferably the first day of a month subsequent to the date of notice; and

(2) Deliver copies of said notice to the Commissioner, the Director, each Working Interest Owner (mailing copy of such notice to the last known address of each such Working Interest Owner) and to the lessee and lessor whose interests are proposed to be committed, advising such parties that thirty (30) days will be allowed for submission to the Unit Operator of any objection to such proposed expansion; and

(3) File, upon the expiration of said thirty (30) day period as set out in (2) immediately above and provided that objections of not more than 10 percent of the Working Interest Owners have been filed thereto, with the Commissioner, Director and the Commission the following: (a) Comprehensive statement as to mailing said notice of expansion; (b) An application for such expansion; and (c) An instrument containing the appropriate joinders in compliance with the participation requirements of Section 14, infra.

The expansion shall, after due consideration of all pertinent information and upon approval by the Commissioner, the Director and the Commission, become effective as of the date prescribed in the notice thereof or on such other date as set by the Commissioner, the Director and the Commission in the order or instrument approving such expansion.

SECTION 5. CONTRACTION: When practicable, the Unit Area shall be

contracted to exclude unitized land not within any participating area or to exclude land not effectively committed to this Unit Agreement whenever such contraction is necessary or advisable to conform with the purposes of this Agreement. Such contraction should be effected in the following manner:

(a) Unit Operator, on demand of the Director or the Commissioner, or on its own motion after preliminary concurrence by the Director, shall prepare a notice of contraction describing the contemplated changes in the boundaries of the Unit Area, the reasons therefor, and the proposed effective date thereof, preferably the first day of a month subsequent to the date of notice.

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

(c) Upon expiration of the 30-day period provided in the preceding item (b) hereof, Unit Operator shall file with the Supervisor, Commission, and the Commissioner, a comprehensive statement as to mailing of the notice of contraction and a copy of any objections thereto which have been filed with the Unit Operator, together with an application in sufficient number, for approval of such contraction.

(d) After due consideration of all pertinent information, the contraction, upon approval by the Commissioner, Commission, and the Director, shall become effective as of the date prescribed in the notice thereof.

SECTION 6. UNITIZED LAND AND UNITIZED SUBSTANCES: All oil and gas in all of the hereinabove described and subsequently admitted land effectively committed to this Agreement, insofar only as the same may be found in the Queen Sand, together with the surface rights of ingress and egress, are unitized under the terms of this Agreement and said land shall constitute land referred to herein as "Unitized Land" or "Land Subject to this Agreement".

Nothing herein shall be construed to unitize, pool, or in any way affect the oil, gas and other minerals contained in or that may be produced from any formation other than the Queen Sand or Formation.

SECTION 7. UNIT OPERATOR: Great Western Drilling Company, a Texas corporation, is hereby designated as Unit Operator, and by signing this instrument as Unit Operator it agrees and consents to accept the duties and obligations of Unit Operator for the operation, development and production of Unitized Substances as herein provided. Whenever

reference is made herein to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of interests in Unitized Substances, and the term "Working Interest Owner" when used herein shall include or refer to Unit Operator as the owner of a Working Interest when such an interest is owned by it.

SECTION 8. RESIGNATION OR REMOVAL OF UNIT OPERATOR: Unit Operator shall have the right to resign at any time, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and terminate Unit Operator's rights as such for a period of six (6) months after written notice of intention to resign has been given by Unit Operator to all Working Interest Owners, the Commissioner and the Director, unless a new Unit Operator shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

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

The Unit Operator may, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by 75 percent of the committed Working Interest Owners (on the basis of Unit participation) exclusive of the Working Interest Owner who is the Unit Operator. Such removal shall be effective upon notice thereof to the Commissioner and the Director.

In all such instances of effective resignation or removal, until a successor to Unit Operator is selected and approved as hereinafter provided, the Working Interest Owners shall be jointly responsible for the performance of the duties of the Unit Operator and shall, not later than thirty (30) days before such resignation or removal becomes effective, appoint a Unit Manager to represent them in any action to be taken hereunder.

The resignation or removal of Unit Operator under this Agreement shall not terminate its right, title or interest as the owner of a Working Interest or other interest in Unitized Substances, but upon the

resignation or removal of Unit Operator becoming effective, such Unit Operator shall deliver possession of all equipment, books, and records, materials, appurtenances and any other assets, used in conducting the Unit operations and owned by the Working Interest Owners (including any and all data and information which it might have gained or assembled by reason of its operation of the Unit Area) to the new duly qualified successor Unit Operator or to the Unit Manager if no such new Unit Operator is elected, to be used for the purpose of conducting Unit operations hereunder. Nothing herein shall be construed as authorizing removal of any material, equipment and appurtenances needed for the preservation of any wells. Nothing herein contained shall be construed to relieve or discharge any Unit Operator who resigns or is removed hereunder for any liability or duties accruing or performable by it prior to the effective date of such resignation or removal.

SECTION 9. SUCCESSOR UNIT OPERATOR: Whenever the Unit Operator shall tender its resignation as Unit Operator or shall be removed as hereinabove provided, the Working Interest Owners shall select a successor Unit Operator by a majority vote of the Working Interest Owners (on the basis of Unit participation), provided no Working Interest Owner who has been Unit Operator and who has been removed may vote for self succession. Such selection shall not become effective until (a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and (b) the selection shall have been approved by the Commissioner and the Director. If no successor Unit Operator or Unit Manager is selected and qualified as herein provided, the Commissioner and the Director, at their election, may declare this Agreement terminated.

SECTION 10. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT: Costs and expenses incurred by Unit Operator in conducting Unit operations hereunder shall be paid, apportioned among and borne by the Working Interest Owners in accordance with the Unit Operating Agreement. Such Unit Operating Agreement shall also provide the manner in which the Working Interest Owners shall be entitled to receive their respective

proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases or other independent contracts and such other rights and obligations as between Unit Operator and the Working Interest Owners as may be agreed upon by the Unit Operator and the Working Interest Owners; however, no such Unit Operating Agreement shall be deemed either to modify any of the terms and conditions of this Unit Agreement or to relieve the Unit Operator of any right or obligation established under this Agreement, and in case of any inconsistency or conflict between this Agreement and the Unit Operating Agreement, this Agreement shall prevail. Two true copies of any Unit Operating Agreement executed pursuant to this Section shall be filed with the Commissioner and three true copies thereof shall be filed with the Supervisor, prior to approval of this Agreement.

SECTION 11. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR: Except as otherwise specifically provided herein, the exclusive right, privilege and duty of exercising any and all rights of the parties hereto which are necessary or convenient for prospecting for, producing, storing, allocating and distributing the Unitized Substances are hereby delegated to and shall be exercised by the Unit Operator as herein provided. Acceptable evidence of title to said rights shall be deposited with said Unit Operator, and together with this Agreement, shall constitute and define the rights, privileges and obligations of Unit Operator. Nothing herein, however, shall be construed to transfer title to any land or to any lease or operating agreement, it being understood that under this Agreement the Unit Operator, in its capacity as Unit Operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein specified.

SECTION 12. PLAN OF OPERATIONS: It is recognized and agreed by the parties hereto that all of the land subject to this Agreement is reasonably proved to be productive of Unitized Substances in paying quantities and that the object and purpose of this Agreement is to formulate and to put into effect a secondary recovery project in order to effect the greatest recovery of Unitized Substances, prevent waste and conserve

natural resources. The parties hereto agree that the Unit Operator may, subject to the consent and approval of a plan of operation by the Working Interest Owners, the Supervisor, and the Commissioner, inject into the Unitized Formation, through any well or wells completed therein, brine, water, air, gas, oil and any one or more other substances whether produced from the Unit Area or not, and that the location of input wells and the rates of injection therein and the rate of production shall be governed by standards of good geologic and petroleum engineering practices and conservation methods. After commencement of secondary operations, Unit Operator shall furnish the Commissioner and the Supervisor monthly, injection and production reports for each well in the Unit. The Working Interest Owners, the Supervisor, and the Commissioner, shall be furnished periodical reports on the progress of the plan of operation and any revisions or changes thereto; provided however, that any major revisions of the plan of operation involving a basic deviation from the initial plan of operation shall be subject to the consent and approval of the Working Interest Owners, the Supervisor, and the Commissioner.

The initial plan of operation shall be filed with the Supervisor and the Commissioner concurrently with the filing of this Unit Agreement for final approval. Said initial plan of operation and all revisions thereof shall be as complete and adequate as the Supervisor and the Commissioner may determine to be necessary for timely operation consistent herewith. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of operation.

Notwithstanding anything to the contrary herein contained, the Unit Operator shall commence secondary recovery operations on the Unit Area within six (6) months after the effective date of this Agreement, or any extension thereof approved by the Commissioner and the Director, or this Agreement shall terminate automatically, in which latter event Unit Operator shall notify all interested parties. After such operations are commenced, Unit Operator shall carry on such operations as would a reasonably prudent operator under the same or similar circumstances.

SECTION 13. TRACT PARTICIPATION: In Exhibit "B" attached hereto,

there are listed and numbered the various tracts within the Unit Area and set forth opposite each tract is a figure which represents the percentage of participation allocated to each tract in the Unit Area calculated on 100 percent commitment. The participation percentage of each tract was determined as follows:

$$\begin{aligned} \text{Percentage} & \\ \text{Participation} & = 75\% \frac{(\text{Tract Remaining Recoverable Oil})}{(\text{Unit Area Remaining Recoverable Oil})} \text{ plus} \\ \text{of Each Tract} & \\ & \\ & 25\% \frac{(\text{Tract Current Production})}{(\text{Unit Area Current Production})} \end{aligned}$$

However, if the Unit Agreement is approved with less than 100 percent commitment, said participation percentage shall be revised to fit the commitment status as of the effective date hereof, and thereafter, as needed pursuant to Section 15 (Allocation of Unitized Substances).

SECTION 14. TRACTS QUALIFIED FOR UNIT PARTICIPATION: On and after the effective date hereof the tracts within the Unit Area which shall be entitled to participation in the production of Unitized Substances therefrom shall be those tracts within the Unit Area and more particularly described in said Exhibit "B" that are qualified as follows:

(a) Each and all of those tracts as to which Working Interest Owners owning 100% of the Working Interest in said tract and Royalty Owners owning 100% of the Royalty Interest in said tract have subscribed, ratified or consented to this Agreement; and

(b) Each and all of those tracts as to which Working Interest Owners owning not less than 95% of the Working Interest therein and Royalty Owners owning not less than 75% of the Royalty Interest therein have executed this Agreement, and in which the Working Interest Owners in said tract who have executed this Agreement have agreed to indemnify and hold harmless all other parties hereto, in a manner satisfactory to 85% of the Working Interest Owners qualified under (a), against any and all claims and demands that may be made by the nonjoining Working Interest Owners or Royalty Owners, or both, on account of the commitment and joinder of such tract to the Unit Agreement, and operation thereof under such conditions on the basis herein provided, and as to which 85% of the Working Interest Owners qualified under (a), exclusive of the Working Interest Owner submitting such tract, have approved the commitment of such tract to this Unit Agreement.

If, on the effective date of this Agreement, there is any tract or tracts which have not been effectively committed to or made subject to this Agreement by qualifying as above provided, then such tract or tracts

shall not be entitled to participate hereunder. Unit Operator shall, when submitting this Agreement for final approval by the Commissioner and the Director, file therewith a schedule of those tracts which have been committed and made subject to this Agreement and are entitled to participate in the production from the Unit Area hereunder. Said schedule shall set forth opposite each such committed tract the lease number or assignment number, the owner of record of the lease, and the percentage participation of such tract which shall be computed according to the participation formula set out in Section 13 (Tract Participation) above. This schedule of participation shall be a part of Exhibit "B" and upon approval thereof by the Commissioner and the Director shall become a part of this Agreement and shall govern the allocation of production of Unitized Substances until a new schedule is filed and approved by the Commissioner and the Director.

SECTION 15. ALLOCATION OF UNITIZED SUBSTANCES: All Unitized Substances produced and saved (less, save and except any part of such Unitized Substances used in conformity with good operating practices on unitized land for drilling, operating, camp, and other production or development purposes and for pressure maintenance or unavoidable loss) shall be apportioned among and allocated to the committed tracts within the Unit Area in accordance with the respective tract participation effective hereunder during the respective periods such Unitized Substances were produced, as set forth in the schedule of participation in Exhibit "B". The amount of Unitized Substances so allocated to each tract, and only that amount, (regardless of whether it be more or less than the amount of the actual production of Unitized Substances from the well or wells, if any, on such tract) shall, for all intents, uses and purposes, be deemed to have been produced from such tract.

The Unitized Substances allocated to each tract shall be distributed among, or accounted for to the parties executing, consenting to or ratifying this Agreement 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 tracts, or in the proceeds thereof, had this Agreement not been entered into; and with the same legal force and effect.

No tract committed to this Agreement and qualified for participation as above provided shall be subsequently excluded from participation hereunder on account of depletion of Unitized Substances, and nothing herein contained shall be construed as requiring any retroactive adjustment for production obtained prior to the effective date of the joinder of any tract.

If the Working Interest and the Royalty Interest in any tract are divided with respect to separate parcels or portions of such tract and owned severally by different persons, the percentage participation assigned to such tract shall, in the absence of a recordable instrument executed by all owners and furnished to Unit Operator fixing the divisions of ownership, be divided among such parcels or portions in proportion to the number of surface acres in each.

The Unitized Substances allocated to each tract shall be delivered in kind to the respective Working Interest Owners and parties entitled thereto by virtue of the ownership of oil and gas rights therein or by purchase from such owners. Each Working Interest Owner and the parties entitled thereto shall have the continuing right to receive such production in kind at a common point within the Unit Area and to sell or dispose of the same as it sees fit. Each such party shall have the right to construct, maintain and operate all necessary facilities for that purpose on unitized land, provided the same are so constructed, maintained and operated as not to interfere with operations carried on pursuant hereto. Subject to Section 16 hereof, any extra expenditure incurred by Unit Operator by reason of the delivery in kind of any portion of the Unitized Substances shall be borne by the party receiving the same in kind. In the event any party hereto shall fail to take or otherwise adequately dispose of its proportionate share of the production from the Unit Area currently as and when produced, then so long as such conditions continue, Unit Operator, for the account and at the expense of such party and in order to avoid curtailing the operation of the Unit

Area, may sell or otherwise dispose of such production to itself or others on a day-to-day basis at not less than the prevailing market price in the area for like production, and the account of such party shall be charged therewith as having received such production. The net proceeds, if any, of the Unitized Substances so disposed of by Unit Operator shall be paid to the party entitled thereto.

Any party receiving in kind or separately disposing of all or any part of the Unitized Substances allocated to any tract, or receiving the proceeds therefrom if the same is sold or purchased by Unit Operator, shall be responsible for the payment of all Royalty on the lease or leases and tracts contributed by it and received into the Unit, and each such party shall hold each other party hereto harmless against all claims, demands and causes of action for such Royalty on the lease or leases and tracts contributed by it and received into the unitized land.

If, after the effective date of this Agreement, there is any tract or tracts that are subsequently committed hereto, as provided in Section 4 (Expansion) hereof, or any tract or tracts within the Unit Area not committed hereto as of the effective date hereof but which are subsequently committed hereto under the provisions of Section 31 (Nonjoinder and Subsequent Joinder), or if any tract is excluded from the Unit Area as provided for in Section 30 (Loss of Title), the schedule or participation as shown in Exhibit "B", subject to Section 13 (Tract Participation) or Section 31 (Nonjoinder and Subsequent Joinder), whichever is appropriate, shall be revised by the Unit Operator and distributed to the Working Interest Owners, the Commissioner, and the Director to show the new percentage participation of all the then effectively committed tracts; and the revised schedule, upon approval by the Commissioner and the Director, shall govern all the allocation of production from and after the effective date thereof until a new schedule is filed and approved by the Commissioner and the Director.

SECTION 16. ROYALTY SETTLEMENT: The State of New Mexico and the United States of America and all Royalty Owners who, under an existing contract, are entitled to take in kind a share of the substances pro-

duced from any tract unitized hereunder, shall continue to be entitled to such right to take in kind their share of the Unitized Substances allocated to such tract, and Unit Operator shall make deliveries of such Royalty share taken in kind in conformity with the applicable contracts, laws and regulations. Settlement for Royalty Interest not taken in kind shall be made by Working Interest Owners responsible therefor under existing contracts, laws and regulations, on or before the last day of each month for Unitized Substances produced during the preceding calendar month; provided, however, that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any Royalty due under their leases, except that such Royalty shall be computed in accordance with the terms of this Unit Agreement.

If gas obtained from lands not subject to this Agreement is introduced into the Unitized Formation, for use in repressuring, stimulation of production or increasing ultimate recovery in conformity with a plan approved pursuant to Section 12 (Plan of Operations), a like amount of gas, less appropriate deductions for loss from any cause, may be withdrawn from the Unitized Formation, Royalty free as to dry gas but not as to the products extracted therefrom; provided such withdrawal shall be pursuant to such conditions and formulas as may be prescribed or approved by the Supervisor and the Commissioner; and provided further that such right of withdrawal shall terminate as of the effective date of termination of the Unit Agreement.

All Royalty due the State of New Mexico and the United States of America and the other Royalty Owners hereunder shall be computed and paid on the basis of all Unitized Substances allocated to the respective tract or tracts committed hereto, in lieu of actual production from such tract or tracts.

Each Royalty Owner (other than the State of New Mexico and the United States of America) that executes this Agreement represents and warrants that it is the owner of a Royalty Interest in a tract or tracts within the Unit Area as its interest appears in Exhibit "B" attached

hereto. If any Royalty Interest in a tract or tracts should be lost by title failure or otherwise in whole or in part, during the term of this Agreement, then the Royalty Interest of the party representing himself to be the owner thereof shall be reduced proportionately and the interest of all parties shall be adjusted accordingly.

SECTION 17. RENTAL SETTLEMENT: Rentals or minimum royalties due on leases committed hereto shall be paid by Working Interest Owners responsible therefor under existing contracts, laws and regulations, provided that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any rental or minimum royalty in lieu thereof, due under their leases. Rental for lands of the State of New Mexico subject to this Agreement shall be paid at the rate specified in the respective leases from the State of New Mexico. Rental or minimum royalty for lands of the United States of America subject to this Agreement shall be paid at the rate specified in the respective leases from the United States of America, unless rental or minimum royalty is waived, suspended, or reduced by law or by approval of the Secretary or his duly authorized representative.

SECTION 18. CONSERVATION: Operations hereunder and production of Unitized Substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by or pursuant to Federal and State laws and regulations.

SECTION 19. DRAINAGE: The Unit Operator shall take appropriate and adequate measures to prevent drainage of Unitized Substances from unitized land by wells on land not subject to this Agreement.

SECTION 20. 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 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 to remain in full force and effect, and the parties hereto hereby consent that the Secretary and the Commissioner, respectively, shall and by their approval hereof, or by the

approval hereof by their duly authorized representatives, do hereby establish, alter, change or revoke the drilling, producing, rental, minimum royalty and royalty requirements of Federal and State leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this Agreement.

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 part or separately owned tract subject to this Agreement, regardless of whether there is any development of any particular part of tract of the Unit Area, notwithstanding anything to the contrary in any lease, operating agreement or other contract by and between the parties hereto, or their respective predecessors in interest, or any of them.

(b) Drilling, producing or secondary recovery operations performed hereunder upon any tract of unitized lands shall 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 land therein embraced.

(c) Suspension of drilling or producing operations on all unitized lands pursuant to direction or consent of the Commissioner and the Supervisor or their duly authorized representatives, shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every tract of unitized lands.

(d) Each lease, sublease, or contract relating to the exploration, drilling, development or operation for oil and gas which by its terms might expire prior to the termination of this Agreement, is hereby extended beyond any such term so provided therein, so that it shall be continued in full force and effect for and during the term of this Agreement.

(e) Termination of this Agreement shall not affect any lease which, pursuant to the terms thereof or any applicable laws, shall continue in force and effect thereafter.

(f) 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.

(g) 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 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 is, or has heretofore been, discovered in paying quantities on some part of the lands embraced in such lease committed to this Agreement or, so long as a portion of the Unitized Substances produced from the Unit Area is, under the terms of this Agreement, allocated to the portion of the lands

covered by such lease committed to this Agreement, or, at any time during the term hereof, as to any lease that is then valid and subsisting and upon which the lessee or the Unit Operator is then engaged in bonafide drilling, reworking, or secondary recovery 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, and if they result in the production of oil or gas, said lease shall continue in full force and effect as to all of the lands embraced therein, so long thereafter as oil or gas in paying quantities is being produced from any portion of said lands.

(h) The segregation of any Federal lease committed to this Agreement is governed by the following provision in the fourth paragraph of Sec. 17(b) of said Act of February 25, 1920, as amended by the Act of July 29, 1954, (68 Stat. 583, 585): "Any (Federal) lease hereafter committed to any such plan (unit) 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 the lands committed and the lands not committed as of the effective date of unitization; Provided, however, that any such lease as to the nonunitized portion shall 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."

SECTION 21. MATHEMATICAL ERRORS: It is hereby agreed by all parties to this Agreement that Unit Operator is empowered to correct any mathematical errors which might exist in the pertinent exhibits to this Agreement upon approval of the Commissioner and the Director.

SECTION 22. COVENANTS RUN WITH LAND: The covenants herein shall be construed to be covenants running with the land with respect to the interest of the parties hereto and their successors in interest until this Agreement terminates, and any grant, transfer or conveyance of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee or other successor in interest. No assignment or transfer of any Working Interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, or acceptable photostatic or certified copy, of the recorded instrument of transfer; and no assignment or transfer of any Royalty Interest subject hereto shall be binding upon the Working Interest Owner responsible therefor until the first day of the calendar month after said Working Interest Owner is furnished with the original, or acceptable photostatic or certified copy, of the recorded instrument of transfer.

SECTION 23. EFFECTIVE DATE AND TERM: This Agreement shall become binding upon each party who executes or ratifies it as of the date of execution or ratification by such party and shall become effective as of 7:00 o'clock a.m. of the first day of the month next following:

(a) The execution or ratification of this Agreement and the Unit Operating Agreement by Working Interest Owners owning a combined unit participation of at least 95 percent, and the execution or ratification of this Agreement by Royalty Owners owning a combined interest of at least 75 percent of the Royalty Interest, in said Unit Area; and

(b) The approval of this Agreement by the Commissioner, the Secretary or his duly authorized representative, and the Commission; and

(c) The filing of at least one counterpart of this Agreement for record in the office of the respective county clerks of Lea and Chaves Counties, New Mexico, by the Unit Operator; and provided, further, that if (a) (b) and (c) above are not accomplished on or before March 31, 1960, this Agreement shall ipso facto terminate on said date (hereinafter called "termination date") and thereafter be of no further force or effect, unless prior thereto this Agreement has been executed or ratified by Working Interest Owners owning a combined unit participation of at least ninety (90%) percent, and the Working Interest Owners owning a combined unit participation of at least ninety (90%) percent committed to this Agreement have decided to extend said termination date for a period not to exceed six (6) months (hereinafter called "extended termination date"). If said termination date is so extended and (a) (b) and (c) are not accomplished on or before said extended termination date, this Agreement shall ipso facto terminate on said extended termination date and thereafter be of no further force or effect. For the purpose of this Section, ownership shall be computed on the basis of unit participation as determined from Exhibit "C" attached to the Unit Operating Agreement.

(d) Unit Operator shall, within thirty (30) days after the effective date of this Agreement, file for record in the offices where a counterpart of this Agreement is recorded, a certificate to the effect that this Agreement has become effective according to its terms and stating further the effective date.

The term of this Agreement shall be for and during the time that Unitized Substances are produced in paying quantities from the Unit Area and as long thereafter as drilling, reworking or other operations (including secondary recovery operations) are prosecuted thereon without cessation of more than ninety (90) consecutive days, unless sooner terminated by Working Interest Owners in the manner hereinafter provided.

This Agreement may be terminated with the approval of the Commissioner and the Director by Working Interest Owners owning ninety (90%) percent unit participation whenever such Working Interest Owners determine that Unit operations are no longer profitable, feasible or in the interest of conservation. Notice of any such termination shall be given by Unit Operator to all parties hereto.

Upon termination of this Agreement, the further development and operation of the Unit Area as a Unit shall be abandoned, Unit operations shall cease, and thereafter the parties hereto shall be governed by the terms and provisions of the leases and contracts affecting the separate tracts.

If not otherwise covered by the leases unitized under this Agreement, Royalty Owners hereby grant Working Interest Owners a period of six (6) months after termination of this Agreement in which to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with Unit operations.

SECTION 24. RATE OF PROSPECTING, DEVELOPMENT AND PRODUCTION: All production and the disposal thereof shall be in conformity with allocations and quotas made or fixed by any duly authorized person or regulatory body under any Federal or State statute. The Director is hereby vested with authority to alter or modify from time to time, in his discretion, the rate of prospecting and development and within the limits made or fixed by the Commission to alter or modify the quantity and rate of production under this Agreement, such authority being hereby limited to alteration or modification in the public interest, the purpose thereof and the public interest to be served thereby to be stated in the order of alteration or modification; provided, further, that no such alteration or modification shall be effective as to any land of the State of New Mexico as to the rate of prospecting and development in the absence of the specific written approval thereof by the Commissioner and as to any lands of the State of New Mexico or privately-owned lands subject to this Agreement as to the quantity and rate of production in the absence of specific written approval thereof by the Commission.

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

SECTION 25. FAIR EMPLOYMENT: In connection with the performance of work under this Agreement, the Unit Operator agrees not to discriminate against any employee or applicant for employment because of race,

religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Unit Operator agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The Unit Operator agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

SECTION 26. APPEARANCES: Unit Operator shall have the right to appear for or on behalf of any and all interests affected hereby before the Commissioner, the Department, and the Commission, and to appeal from any order issued under the rules and regulations of the Commissioner, the Department, or the Commission, or to apply for relief from any of said rules and regulations or in any proceedings relative to operations before the Commissioner, the Department, or the Commission, or any other legally constituted authority; provided, however, that any other interested party shall also have the right at his or its own expense to be heard in any such proceeding.

SECTION 27. NOTICES: All notices, demands, objections or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given if made in writing and personally delivered to the party or parties or sent by postpaid certified mail, addressed to such party or parties at their respective addresses set forth in connection with the signatures hereto or to the ratification or consent hereof or to such other address as any such party or parties may have furnished in writing to the party sending the notice, demand or statement.

SECTION 28. NO WAIVER OF CERTAIN RIGHTS: Nothing in this Agreement contained shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State wherein said unitized

lands are located, or rules or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive.

SECTION 29. UNAVOIDABLE DELAY: All obligations under this Agreement requiring the Unit Operator to commence or continue secondary recovery operations or to operate on or produce Unitized Substances from any of the lands covered by this Agreement shall be suspended while, but only so long as the Unit Operator despite the exercise of due care and diligence, is prevented from complying with such obligations, in whole or in part, by strikes, acts of God, Federal, State or municipal law or agency, unavoidable accident, uncontrollable delays in transportation, inability to obtain necessary materials in open market, or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not.

SECTION 30. LOSS OF TITLE: In the event title to any tract of unitized land shall fail so as to render the tract inoperable under this Agreement and the true owner cannot be induced to join this Unit Agreement, such tract shall be automatically regarded as not committed hereto and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title as to any Royalty, Working Interest or other interest subject thereto, payment or delivery on account thereof may be withheld without liability or interest until the dispute is finally settled; provided, that as to State or Federal land or leases, no payments of funds due the State of New Mexico or the United States of America shall be withheld, but such funds shall be deposited as directed by the Commissioner or the Supervisor (as the case may be), to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

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

SECTION 31. NONJOINDER AND SUBSEQUENT JOINDER: If the owner of any substantial interest in a tract within the Unit Area fails or refuses

to subscribe, ratify, or consent in writing to this Agreement, the Working Interest Owner in that tract who has executed or ratified this Agreement may withdraw said tract from this Agreement by written notice to the Director, the Commissioner, and Unit Operator prior to the effective date of this Agreement. Joinder by any Royalty Owner, at any time, must be accompanied by appropriate joinder of the corresponding Working Interest Owner in order for the interest of such Royalty Owner to be regarded as effectively committed. Joinder to the Unit Agreement by a Working Interest Owner, at any time, must be accompanied by appropriate joinder to the Unit Operating Agreement in order for such interest to be regarded as effectively committed to this Unit Agreement.

Any oil or gas interest in the Queen Sand not committed hereto prior to submission of this Agreement to the Commissioner and the Director for final approval may thereafter be committed hereto upon compliance with the applicable provisions of this Section and of Section 14 (Tracts Qualified for Unit Participation) hereof, at any time up to the effective date hereof and for a period to and including six (6) months thereafter, on the same basis of participation as provided in said Section 14, by the owner or owners thereof subscribing, ratifying, or consenting in writing to this Agreement and, if the interest is a Working Interest, by the owner of such interest subscribing also to the Unit Operating Agreement.

It is understood and agreed, however, that from and after six (6) months from the effective date hereof the right of subsequent joinder as provided in this Section shall be subject to such requirements or approvals and on such basis as may be agreed upon by ninety (90%) percent of the Working Interest Owners. Such joinder by a proposed Working Interest Owner must be evidenced by his execution or ratification of this Agreement and the Unit Operating Agreement. Such joinder by a proposed Royalty Owner must be evidenced by his execution, ratification or consent of this Agreement and must be consented to in writing by the Working Interest Owner responsible for the payment of any benefits that may accrue hereunder in behalf of such proposed Royalty Owner. Except as may be otherwise herein provided, subsequent joinder to this Agreement shall

be effective at 7:00 a.m. as of the first day of the month following the filing with the Commissioner and the Supervisor of duly executed counterparts of any and all documents necessary to establish effective commitment of any tract or interest to this Agreement, unless objection to such joinder by the Commissioner or the Director is duly made within sixty (60) days after such filing.

SECTION 32. COUNTERPARTS: This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties and may be ratified or consented to by separate instrument in writing specifically referring hereto, and shall be binding upon all those parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document, and regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands within the above described Unit Area.

SECTION 33. TAXES: Each party hereto shall, for its own account, render and pay its share of any taxes levied against or measured by the amount or value of the Unitized Substances produced from the unitized land; provided, however, that if it is required or if it be determined that the Unit Operator or the several Working Interest Owners must pay or advance said taxes for the account of the parties hereto, it is hereby expressly agreed that the parties so paying or advancing said taxes shall be reimbursed therefor by the parties hereto, including Royalty Owners, who may be responsible for the taxes on their respective allocated share of said Unitized Substances. No such taxes shall be charged to the United States or to the State of New Mexico, nor to any lessor who has a contract with a lessee which requires his lessee to pay such taxes.

SECTION 34. CONFLICT OF SUPERVISION: Neither the Unit Operator nor the Working Interest Owners, nor any of them, shall be subject to any forfeiture, termination or expiration of any rights hereunder or under any leases or contracts subject hereto, or to any penalty or liability on account of delay or failure in whole or in part to comply with

any applicable provisions thereof to the extent that the said Unit Operator or the Working Interest Owners, or any of them, are hindered, delayed or prevented from complying therewith by reason of failure of the Unit Operator to obtain, in the exercise of due diligence, the concurrence of proper representatives of the United States and proper representatives of the State of New Mexico in and about any matters or things concerning which it is required herein that such concurrence be obtained. The parties hereto, including the Commission, agree that all powers and authority vested in the Commission in and by any provisions of this Agreement are vested in the Commission and shall be exercised by it pursuant to the provisions of the laws of the State of New Mexico and subject in any case to appeal or judicial review as may now or hereafter be provided by the laws of the State of New Mexico.

SECTION 35. LIMITATION OF APPROVALS: Notwithstanding anything herein contained to the contrary, if no Federal lands are committed to this Agreement, then no consents or approvals provided herein shall be required of the Department, the Secretary, the Director, or the Supervisor, and it shall not be necessary to file any instrument hereunder with said officers or agencies unless and until Federal lands are so committed to this Agreement; likewise, if no State lands are committed to this Agreement, then no consents or approvals provided herein shall be required of the Commissioner, and it shall not be necessary to file any instrument hereunder with said officer unless and until State lands are so committed to this Agreement.

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

ATTEST:

A. W. Parmann
Assistant Secretary

GREAT WESTERN DRILLING COMPANY

By: R. C. Ender
President

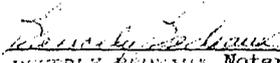
Date: OCT 1 1959

UNIT OPERATOR AND WORKING INTEREST
OWNER.

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 1st day of October, 1959, by R. C. Tucker, President of GREAT WESTERN DRILLING COMPANY, a Texas corporation on behalf of said corporation.

My Commission Expires 6-1-61


BEVERLY BELINDA Notary Public

R-32-E

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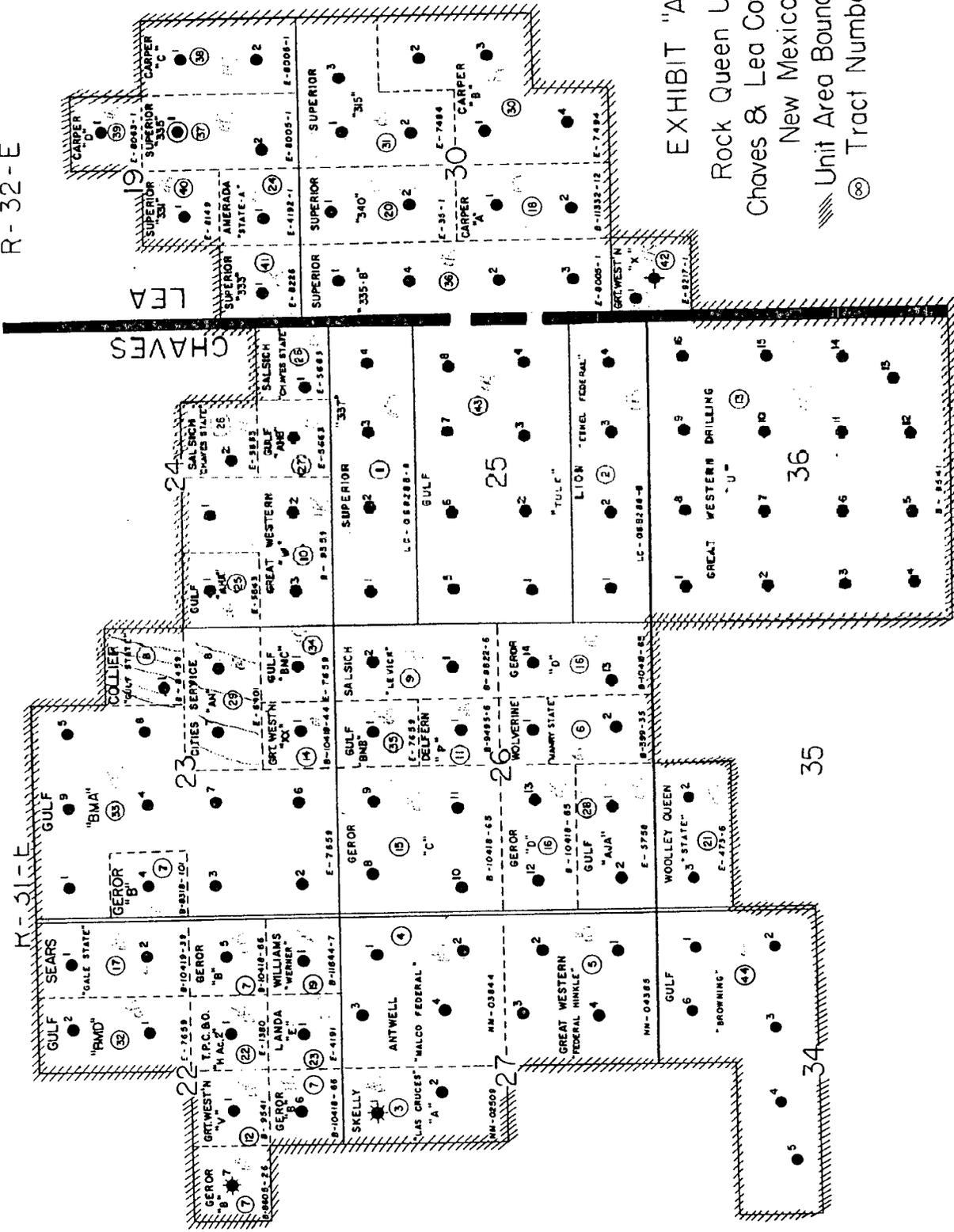


EXHIBIT "A"

Rock Queen Unit

Chaves & Lea Counties
New Mexico

Unit Area Boundary

⊗ Tract Number

EFFECTIVE May 1, 1961

EXHIBIT "B"

ROCK QUEEN UNIT

WELL INFORMATION

<u>TRACT NO.</u>	<u>DESCRIPTION</u>	<u>NUMBER OF ACRES</u>	<u>LEASE AND/OR ASSIGNMENT NO.</u>	<u>BASIC ROYALTY</u>	<u>LESSEE OF RECORD</u>	<u>OVERRIDING ROYALTY OWNER AND AMOUNT</u>	<u>WORKING INTEREST OWNER AND AMOUNT</u>	<u>PER CENT PARTICIPATION OF TRACT IN UNIT</u>
<u>Federal</u>								
1	N/2 N/2 Sec. 25, T-13-S, R-31-E	160	LC-068288-A	12.5%	Superior	Ethel P. Erwin -.75% of 8/8 Elizabeth W. Chaney, Guardian Stanley W. Crosby, III -.75% of 8/8 McMurry College -.75% of 8/8 Rubie C. Bell -.75% of 8/8	Superior Oil	- 100% 4.3927530
2	S/2 S/2 Sec. 25, T-13-S, R-31-E	160	LC-068288-B	12.5%	Monsanto	Ethel P. Erwin - O/P \$187.50/acre out of .75% of 8/8 Elizabeth W. Chaney, Guardian Stanley W. Crosby, III - O/P \$562.50/acre out of .75% of 8/8 McMurry College - O/P \$562.50/acre out of .75% of 8/8 Rubie C. Bell - O/P \$562.50/acre out of .75% of 8/8	Monsanto Chemical	- 100% 5.2718764
3	E/2 NW/4 Sec. 27, T-13-S, R-31-E	80	NM-02509	12.5%	Skelly	None	Skelly Oil Co.	- 100% .6327585

Exhibit "B"
 Rock Queen Unit
 Well Information
 Page #2
 EFFECTIVE May 1, 1961

TRACT NO.	DESCRIPTION	NUMBER OF ACRES	LEASE AND/OR ASSIGNMENT NO.	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND AMOUNT	WORKING INTEREST OWNER AND AMOUNT	PER CENT PARTICIPATION OF TRACT IN UNIT
<u>Federal</u>								
4	NE/4 Sec. 27, T-13-S, R-31-E	160	NM-03844	12.5%	Hondo Oil & Gas Company	Hondo Oil & Gas - 22.5%	K.W. Davis, Sr. 30% of 65% of 100%	3.8119988
<u>State</u>								
5	SE/4 Sec. 27, T-13-S, R-31-E	160	NM-04385	12.5%	Great Western	None	Great Western Drig. - 100%	2.8206618
<u>State</u>								
6	W/2 SE/4 Sec. 26, T-13-S, R-31-E	80	B-399-35	12.5%	Manforth Prod. Co., Inc.	Malcolm C. Damuth & First City Nat'l Bank of Houston, Trustee for Ethel Janet Boyle - .006075	Wolverine Oil Co. - 100%	1.7674440
<u>State</u>								
7	SW/4 NW/4 Sec. 23; NE/4 SE/4, SE/4 SW/4, NW/4 SW/4 Sec. 22; T-13-S, R-31-E	160	B-8318-109 B-10418-75 B-8605-26	12.5%	Geror Oil Geror Oil Geror Oil	Vada Sparck & Helen Hudson - 6-1/4%	Geror Oil Corp. - 100%	1.4256618

5 Federal Tracts 720 Acres 18 Wells

Exhibit "B"
 Rock Queen Unit
 Well Information
 Page #3
 EFFECTIVE May 1, 1961

TRACT NO.	DESCRIPTION	NUMBER OF ACRES.	LEASE AND/OR ASSIGNMENT NO.	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND AMOUNT	WORKING INTEREST OWNER AND AMOUNT	PER CENT PARTICIPATION OF TRACT IN UNIT
8	SE/4 NE/4 Sec.23, T-13-S, R-31-E	40	B-8459	12.5%	Gulf Oil	R.D. Collier - 1/16 of 8/8 Gulf Oil - 1/16 of 8/8	Leonard E. Cooper - 1/4 David J. Cooper - 1/16 Arthur J. Shield - 1/32 Milton E. Lehtman - 1/32 Carl K. Smith Construction Company - 1/16 D.C. Johnson - 1/32 Transquip Co. - 1/16 S.R. Bazell - 1/32 S.H. Bazell - 1/32 Julius M. Rosenfield and Harriet B. Rosenfield - 1/32 Edward Rothbart - 1/32 Jos. B. Gould - 11/32	Not Committed

State

Exhibit "B"
 Rock Queen Unit
 Well Information
 Page #4
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TRACT NO.	DESCRIPTION	NUMBER OF ACRES	LEASE AND/OR ASSIGNMENT NO.	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND AMOUNT	WORKING INTEREST OWNER AND AMOUNT	PER CENT PARTICIPATION OF TRACT IN UNIT
<u>State</u>								
9	E/2 NE/4 Sec. 26, T-13-S, R-31-E	80	B-8822-6	12.5%	Neil Salsich - 50% Pomeroy Smith - 50%	E.M. Schaad 27/40 of 1/12 Katheryn H. Gardiner - 9/80 of 1/12	Neil E. Salsich, Jr. - 1/2 Pomeroy Smith - 8/32 R. Searle McGrath - 8/32	2.1509096
10	S/2 SW/4, NE/4 SW/4 Sec. 24, T-13-S, R-31-E	120	B-9359	12.5%	Great Western	None	Great Western	100% 2.6745918
11	SW/4 NE/4 Sec. 26, T-13-S, R-31-E	40	B-9495-6	12.5%	Delfern Oil	None	Delfern Oil Co.	100% 1.1550296
12	NE/4 SW/4 Sec. 22, T-13-S, R-31-E	40	B-9541	12.5%	Great Western	None	Great Western	100% .5000965
13	All Sec. 36, T-13-S, R-31-E	640	B-9541	12.5%	Great Western	None	Great Western	100% 11.6027546
14	SW/4 SE/4 Sec. 23, T-13-S, R-31-E	40	B-10418-44	12.5%	Henry T. Page	Helena Magruder Kolliker - 2.5% of 8/8 R.S. Magruder Est. - 2.5% of 8/8 Henry T. Page - 7.5% of 8/8	Great Western	100% .1277395

Exhibit "B"
 Rock Queen Unit
 Well Information
 Page #5
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TRACT NO.	DESCRIPTION	NUMBER OF ACRES	LEASE AND/OR ASSIGNMENT NO.	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND AMOUNT	WORKING INTEREST OWNER AND AMOUNT	PER CENT PARTICIPATION OF TRACT IN UNIT
15	NW/4 Sec. 26, T-13-S, R-31-E	160	B-10418-76	12.5%	Geror Oil	Vada Spurck & Helen Hudson - 6-1/4%	Geror Oil Corp.	- 100% 5.3068476
16	N/2 SW/4, E/2 SE/4 Sec. 26, T-13-S, R-31-E	160	B-10418-76	12.5%	Geror Oil	Vada Spurck & Helen Hudson - 6-1/4%	Geror Oil Corp.	- 100% 5.6916489
17	E/2 NE/4 Sec. 22, T-13-S, R-31-E	80	B-10419-39	12.5%	Cecil A. Gale- 50% Walter F. Gale- 50%	Cecil A. & Walter F. Gale - 1/32 of 6/8 Featherstone Corporation - 1/32 of 8/8	Ross Sears Estate George Williams	- 50% .8331039 - 50%
18	E/2 SW/4 Sec. 30, T-13-S, R-32-E	80	B-11332-12 B-11332-13	12.5%	Superior	Superior Oil - 7.0312% Robert E. Boling - 1% Rose F. Wilson - O/P 10/24 of 5.4688% Evelyn W. Linden - O/P 4/24 of 5.4688% Carper Drig. Co. - O/P 5/24 of 5.4688% Herschel J. Blazer - O/P 5/24 of 5.4688%	Carper Drig. Co., Inc.	- 100% 1.5447101

Exhibit "B"
 Rock Queen Unit
 Well Information
 Page #6
 EFFECTIVE May 1, 1961

TRACT NO.	DESCRIPTION	NUMBER OF ACRES	LEASE AND/OR ASSIGNMENT NO.	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND AMOUNT	WORKING INTEREST OWNER AND AMOUNT	PER CENT PARTICIPATION OF TRACT IN UNIT
19	SE/4 SE/4 Sec.22, T-13-S, R-31-E	40	B-11644-7	12.5%	Geo. Williams	Helen Hudson - 1/16 of 8/8	George Williams - 100%	.6572838
20	E/2 NW/4 Sec.30, T-13-S, R-32-E	80	E-35-1	12.5%	Superior Oil	None	Superior Oil Co. - 100%	2.7146057
21	N/2 NW/4 Sec.35, T-13-S, R-31-E	80	E-473-8	12.5%	Ambassador	Heirs of Lillian V. Browne - 1% of 7/8	Ambassador Oil Corp. - 100%	2.7300702
22	NW/4 SE/4 Sec.22, T-13-S, R-31-E	40	E-1380	12.5%	T-P Coal & Oil	None	Texas-Pacific Coal and Oil Company - 100%	.2590203
23	SW/4 SE/4 Sec.22, T-13-S, R-31-E	40	E-4191	12.5%	Atlantic Refg.	Atlantic Refining - 27.5%	Landa Oil Co. - .191574 J.W. Bateson - .033334 J. Russell Bond - .015625 B. Felix Harris - .031250 Mrs. C.M. Harris - .015625 Howspin Corporation - .026668 Interlaken Corp. - .013334 Lithoprint Co. of New York, Inc. - .008004	.4301857

(continued)

Exhibit "B"
 Rock Queen Unit
 Well Information
 Page #7
 EFFECTIVE May 1, 1961

TRACT NO.	DESCRIPTION	NUMBER OF ACRES	LEASE AND/OR ASSIGNMENT NO.	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND AMOUNT	WORKING INTEREST OWNER AND AMOUNT	PER CENT PARTICIPATION OF TRACT IN UNIT
			<u>State</u>					
							Lynch, Lynch & Watson -	.051250
							Nathan Adams -	.031250
							George T. Marchmont, Trustee -	.031250
							Edward W. Bradley -	.031250
							Arris Owen -	.062500
							Otto M. Radin -	.013334
							John R. Trett -	.062500
							Andrew & Elizabeth Reid -	.033334
							George Sarrafian -	.031250
							Michael Raymond Shaw & City Nat'l Bank & Trust Co. of Chicago, Co-Trustees under will of F. Raymond Shaw, Deceased -	.158334
							Great Western Drig. -	.062500
							Stryker & Brown -	.033334
							Raymond L. Tate -	.031250
							Henry A. Brawn -	.031250

Exhibit "B"
 Rock Queen Unit
 Well Information
 Page #8
 EFFECTIVE May 1, 1961

TRACT NO.	DESCRIPTION	NUMBER OF ACRES	LEASE AND/OR ASSIGNMENT NO.	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND AMOUNT	WORKING INTEREST OWNER AND AMOUNT	PER CENT PARTICIPATION OF TRACT IN UNIT	
	<u>State</u>								
24	SE/4 SW/4 Sec.19, T-13-S, R-32-E	40	E-4192-1	12.5%	Amerada	None	Amerada Pet. Corp.	- 100% 1.3867440	
25	NW/4 SW/4 Sec.24, T-13-S, R-31-E	40	E-5663	12.5%	Gulf Oil	None	Gulf Oil Corp.	- 100% .5842787	
26	NW/4 SE/4, SE/4 SE/4 Sec. 24, T-13-S, R-31-E	80	E-5663	12.5%	Gulf Oil	Gulf Oil	Reil E.Saisich, Jr.	-3/32 of 7/8 -24.5689 1.6487205	
							Pomeroy Smith	-35.6816	
							R.Searle McGrath	-35.6816	
							Tom Schneider	- 4.0679	
27	SW/4 SE/4 Sec.24, T-13-S, R-31-E	40	E-5663	12.5%	Gulf Oil	None	Gulf Oil Corp.	- 100% .8714034	
28	S/2 SW/4 Sec.26, T-13-S, R-31-E	80	E-5758	12.5%	Gulf Oil	None	Gulf Oil Corp.	- 100% 1.4572745	
29	N/2 SE/4 Sec.23, T-13-S, R-31-E	80	E-6401	12.5%	Great Western	Cities Service	Great Western Drig.	- 1/8 of 8/8 - 100% .2602631	
30	W/2 SE/4, NE/4 SE/4, SE/4 NE/4 Sec.30, T-13-S, R-32-E	160	E-7494	12.5%	Superior	Superior Oil	Carper Drig.Co., Inc.	- 12.5% - 100% 2.2612222	
							Robert E.Boling	- 1%	

Exhibit "B"
 Rock Queen Unit
 Well Information
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 EFFECTIVE May 1, 1961

TRACT NO.	DESCRIPTION	NUMBER OF ACRES	LEASE AND/OR ASSIGNMENT NO.	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND AMOUNT	WORKING INTEREST OWNER AND AMOUNT	PER CENT PARTICIPATION OF TRACT IN UNIT
31	N/2 NE/4, SW/4 NE/4 Sec. 30, T-13-S, R-32-E	120	E-7494	12.5%	Superior	None	Superior Oil Co.	- 100% 3.4408885
32	W/2 NE/4 Sec. 22, T-13-S, R-31-E	80	E-7659	12.5%	Gulf Oil	None	Gulf Oil Corp.	- 100% .9279976
33	E/2 NW/4, NW/4 NW/4, W/2 NE/4, SW/4 Sec. 23, T-13-S, R-31-E	360	E-7659	12.5%	Gulf Oil	None	Gulf Oil Corp.	- 100% 3.7986797
34	SE/4 SE/4 Sec. 23, T-13-S, R-31-E	40	E-7659	12.5%	Gulf Oil	None	Gulf Oil Corp.	- 100% .2861809
35	NW/4 NE/4 Sec. 26, T-13-S, R-31-E	40	E-7659	12.5%	Gulf Oil	None	Gulf Oil Corp.	- 100% .4441093
36	W/2 W/2 Sec. 30, T-13-S, R-32-E	173.2	E-8005-1	12.5%	Superior	None	Superior Oil Co.	- 100% 5.1187965
37	W/2 SE/4 Sec. 19, T-13-S, R-32-E	80	E-8005-1	12.5%	Superior	None	Superior Oil Co.	- 100% 1.8159794
38	E/2 SE/4 Sec. 19, T-13-S, R-32-E	80	E-8005-1	12.5%	Superior	Superior Oil	Carper Drig. Co., Inc.	- 12.5% - 100% 1.6870908

Robert E. Boling - 12

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 Rock Queen Unit
 Well Information
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 EFFECTIVE May 1, 1961

TRACT NO.	DESCRIPTION	NUMBER OF ACRES	LEASE AND/OR ASSIGNMENT NO.	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND AMOUNT	WORKING INTEREST OWNER AND AMOUNT	PER CENT PARTICIPATION OF TRACT IN UNIT
			<u>State</u>					
39	SW/4 NE/4 Sec.19, T-13-S, R-32-E	40	E-8063-1	12.5%	Superior	Superior - 12.5% Robert E. Holing - 1%	Carder Drilg. Co., Inc.	- 100% .1346272
40	NE/4 SW/4 Sec.19, T-13-S, R-32-E	40	E-8149	12.5%	Superior	None	Superior Oil Co.	- 100% .9726281
41	SW/4 SW/4 Sec.19, T-13-S, R-32-E	42.98	E-8226	12.5%	Superior	None	Superior Oil Co.	- 100% .1504407
42	NW/4 NW/4 Sec.31, T-13-S, R-32-E	43.59	E-9217-1	12.5%	Great Western	None	Great Western Drilg.	- 100% .4647594

TRACT NO.	DESCRIPTION	NUMBER OF ACRES	LEASE AND/OR ASSIGNMENT NO.	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND AMOUNT	WORKING INTEREST OWNER AND AMOUNT	PER CENT PARTICIPATION OF TRACT IN UNIT
			<u>State</u>					
43	S/2 N/2, N/2 S/2 Sec. 25, T-13-S, R-31-E	320	W.M.Tulk & wife, Carrie E. Tulk	6.25%	Gulf Oil	None	Gulf Oil Corp.	- 100% 7.8271910
44	NE/4, S/2 NW/4 Sec. 34, T-13-S, R-31-E	240	Nancy L. King Clyde A. Browning & wife, Lela Browning	6.25% 12.5%	Gulf Oil	None	Gulf Oil Corp.	- 100% 5.9389924

37 State Tracts 3,659.77 Acres 90 Wells
 7 Fee Tracts 560 Acres 14 Wells

Exhibit "B"
Rock Queen Unit
Well Information
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EFFECTIVE May 1, 1961

<u>TOTALS:</u>			
5 Federal Tracts	720	Acres	14.57557% of Unit Area
37 State of New Mexico Tracts	3,659.77	Acres	74.08787% of Unit Area
2 Fee Tracts	<u>560</u>	<u>Acres</u>	<u>11.33656% of Unit Area</u>
	4,939.77	Acres	100.00000% of Unit Area

ROCK QUEEN UNIT - - LEA AND CHAVES COUNTIES, NEW MEXICO

EXHIBIT "C"

ROCK QUEEN UNIT

UNIT PARTICIPATION

EFFECTIVE May 1, 1961

<u>WORKING INTEREST OWNERS</u>	<u>TOTAL UNIT PARTICIPATION</u>
Nathan Adams	.0134433
Ambassador Oil Corporation	2.7300702
Amerada Petroleum Corporation	1.3867440
J. W. Bateson	.0143398
J. Russell Bond	.0067217
Edward W. Bradley	.0134433
Henry A. Brawn	.0134433
Carper Drilling Company, Inc.	5.6276503
K. W. Davis, Sr.	3.8119988
Delfern Oil Company	1.1550296
Geror Oil Corporation	12.4241383
Great Western Drilling Company	18.4777533
Gulf Oil Corporation	22.1361075
B. Felix Harris	.0134433
Mrs. C. M. Harris	.0067216
Howspin Corporation	.0114721
Interlaken Corporation	.0057361
Landa Oil Company	.0824124
Lithoprint Company of New York, Inc.	.0034432
Lynch, Lynch & Watson	.0220470
R. Searle McGrath	1.1413813
George T. Marchmont, Trustee	.0134433
Monsanto Chemical Company	5.2718764
Arris Owen	.0268866
Andrew & Elizabeth Reid	.0143398
Otto M. Radin	.0057361

Exhibit "C"
Rock Queen Unit
Unit Participation
Page #2
EFFECTIVE May 1, 1961

<u>WORKING INTEREST OWNERS</u>	<u>TOTAL UNIT PARTICIPATION</u>
Neil E. Salsich, Jr.	1.4911063
George Sarrafian	.0134433
Tom Schneider	.0257613
Ross Sears Estate	.4265520
Michael Raymond Shaw & City National Bank & Trust Company of Chicago, Co-Trustees under will of F. Raymond Shaw, Deceased	.0681130
Skelly Oil Company	.6327585
Pomeroy Smith	1.1413813
Stryker & Brown	.0143398
Superior Oil Company	18.6060919
Raymond Tate	.0134433
Texas-Pacific Coal & Oil Company	.2590203
John R. Trett	.0268866
George Williams	1.0838358
Wolverine Oil Company	<u>1.7674440</u>
TOTAL	100.0000000