

**BEFORE THE OIL CONSERVATION DIVISION  
EXAMINER HEARING JANUARY 5, 2023**

**CASE NO. 23282**

**CARSON UNIT**

**SAN JUAN COUNTY, NEW MEXICO**



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

**APPLICATION OF DJR OPERATING,  
LLC TO AMEND ORDER NO. R-828-A  
AFFECTING THE CARSON UNIT, SAN  
JUAN COUNTY, NEW MEXICO.**

**CASE NO. 23282**

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

**APPLICATION OF DJR OPERATING,  
LLC TO AMEND ORDER NO. R-828-A  
AFFECTING THE CARSON UNIT, SAN  
JUAN COUNTY, NEW MEXICO.**

CASE NO. 23282

**APPLICATION**

DJR Operating, LLC, (“DJR”) (OGRID No. 371838) through its undersigned attorneys, files this application to amend Order No. R-828-A to (1) approve the terms of the amendment to the Carson Unit Agreement, attached hereto without attached exhibits as **Exhibit A**; (2) expand the geographic area of the Carson Unit; and (3) and modify the Unitized Interval. In support of its application, DJR states:

1. On June 22, 1956, the Oil Conservation Commission issued Order No. R-828 in Case No. 1085 approving formation of the Carson Unit comprising 23,045 acres, more or less, within San Juan County, New Mexico. As originally approved, the Carson Unit comprised the following-described acreage:

**TOWNSHIP 25 NORTH, RANGE 11 WEST, NMPM**

Sections 5 through 8      All  
Sections 17 through 20      All  
Sections 29 through 32      All

**TOWNSHIP 25 NORTH, RANGE 12 WEST, NMPM**

Sections 1 through 4      All  
Sections 9 through 16      All  
Sections 21 through 28      All  
Sections 33 through 36      All

**BEFORE THE OIL CONSERVATION DIVISION  
Santa Fe, New Mexico  
Exhibit No. A  
Submitted by: DJR Operating, LLC  
Hearing Date: January 5, 2023  
Case No. 23282**

2. On September 13, 1956, the Commission issued Order No. R-828-A amending the Carson Unit Area down to 15,366 acres, more or less, to include the following-described acreage:

**TOWNSHIP 25 NORTH, RANGE 11 WEST, NMPM**

Sections 5 through 8	All
Sections 17 through 20	All
Sections 29 through 32	All

**TOWNSHIP 25 NORTH, RANGE 12 WEST, NMPM**

Section 1	All
Section 2	All
Sections 11 through 14	All
Sections 23 through 26	All
Section 35	All
Section 36	All

3. Effective December 1, 1961, the Carson Unit Area was contracted to cover the following-described acreage, comprising approximately 7,084.13 acres, more or less, of Federal and Allotted Indian lands (the "Contracted Carson Unit"):

**TOWNSHIP 25 NORTH, RANGE 11 WEST, NMPM**

Section 7	Lots 3, 4, E/2 SW/4, S/2 SE/4
Sections 17 through 20	All
Section 30	Lot 1, NE/4 NW/4

**TOWNSHIP 25 NORTH, RANGE 12 WEST, NMPM**

Section 10	E/2, E/2 SW/4
Section 11	NW/4 NW/4, S/2 NW/4, SW/4 NW/4, S/2
Section 12	SW/4, S/2 SE/4
Sections 13 through 14	All
Section 15	E/2, E/2 NW/4, SW/4
Section 22	NE/4 NE/4
Section 23	N/2 NW/4, SW/4 NW/4, NE/4, N/2 SE/4, SE/4 SE/4
Section 24	All
Section 25	N/2 N/2

4. DJR is the successor operator of the Carson Unit under the terms of the Carson Unit Agreement.

5. On October 26, 2022, DJR received approval from U.S. Bureau of Land Management and the Federal Indian Minerals Office to expand the Contracted Carson Unit, effective October 1, 2022, to include an additional 16,148.84 acres consisting of Federal, Indian Allotted and State Trust lands, more specifically described as follows (“Carson Expansion Lands”):

**TOWNSHIP 25 NORTH, RANGE 11 WEST, NMPM**

Section 5	W/2
Section 6	All
Section 7	Lots 1, 2, E/2 NW/4, NE/4, N/2 SE/4
Section 8	All
Section 9	W/2
Section 16	All
Section 21	N/2

**TOWNSHIP 25 NORTH, RANGE 12 WEST, NMPM**

Section 1	All
Section 3	SW/4
Sections 4 through 9	All
Section 10	NW/4, W/2 SW/4
Section 11	NE/4 NW/4, N/2 NE/4, SE/4 NE/4
Section 12	N/2, N/2 SE/4
Section 15	W/2 NW/4
Sections 16 through 18	All
Section 19	N/2
Sections 20 through 21	All
Section 22	W/2, N/2 NE/4, S/2 NE/4, SE/4
Section 23	SW/4 NW/4, SW/4, SW/4 SE/4
Section 25	S/2 N/2, S/2
Section 26	N/2, SE/4
Section 27	N/2
Section 28	N/2
Section 29	N/2

Section 35	NE/4, NE/4 SE/4
Section 36	All

**TOWNSHIP 26 NORTH, RANGE 12 WEST, NMPM**

Section 31	Lot 4, SE/4 SW/4, S/2 SE/4
Section 32	S/2 SW/4

5. The total acreage within the Carson Unit Area after expansion includes the Contracted Carson Unit lands (7.084.13 acres) and the lands encompassed by the Carson Expansion Lands (16,148.84 acres), and will total 23,232.97 acres, more or less (the “Carson Expanded Unit Area”).

6. DJR seeks to amend Order No. R-828-A to revise the lands covered by said Order to encompass Federal, Indian Allotted, and State Trust lands comprising the Carson Expanded Unit Area 23,232.97 acres, more or less.

7. In addition, DJR seeks to amend Order No. R-828-A to modify the Unitized Interval within the Carson Expanded Unit Area to interval approved by U.S. Bureau of Land Management and Federal Indian Minerals Office, being the Mancos formation, defined as being that interval located from below the stratigraphic equivalent of the top of the Mancos Shale (base of Mesaverde Group) identified at 3,736 feet measured depth to the stratigraphic equivalent of the base of the Mancos Shale (base of Greenhorn Limestone) identified at 5,526 feet measured depth as shown in the Central Bisti SWD 161 well (API# 30-045-31606) located in Township 25 North, Range 12 West, Section 16, San Juan County, New Mexico. A copy of the type log depicting the Unitized Interval is attached as **Exhibit B**.

8. DJR controls operations over committed tracts covering 92% of the to the Carson Expanded Unit Area, which ensures effective control of unit operations following the expansion.

9. Notice of this Application will be provided to the Indian Allottee owners of mineral interests underlying Bureau of Indian Affairs leases within the Carson Expansion Lands.

Notice of this Application also will be provided to the U.S. Bureau of Land Management, the Federal Indian Minerals Office, and the State Land Office.

10. Approval of this Application will be in the best interests of conservation, the prevention of waste, and the protection of correlative rights.

WHEREFORE, DJR Operating, LLC requests that this Application be set for hearing before an Examiner of the Oil Conservation Division on January 5, 2023, and that after notice and hearing as required by law, the Division enter its order granting this Application.

Respectfully submitted,

HOLLAND & HART LLP



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**ATTORNEYS FOR DJR OPERATING, LLC**

**CASE \_\_\_\_\_:**      **Application of DJR Operating, LLC to amend Order No. R-828-A Affecting the Carson Unit, San Juan County, New Mexico.** Applicant seeks an order amending Order No. R-828-A (1) approve the terms of the amendment to the Carson Unit Agreement; (2) expand the geographic area of the Carson Unit; and (3) and modify the Unitized Interval . The expansion area includes approximately 16,148.84 acres, more or less, of Federal, Allotted Indian, and State Trust lands in all or parts of the following Sections: Sections 5 through 9, and Sections 16 and 21 in Township 25 North, Range 11 West; Sections 1, Sections 3 through 12, Sections 15 through 23, Sections 25 through 29, and Sections 35 through 36 in Township 25 North, Range 12 West; and Sections 31 and 32 in Township 26 North, Range 12 West, all in San Juan County, New Mexico. In addition, Applicant seeks to amend the Unitized Interval for the Expanded Unit Area to be limited to the Mancos formation, which is defined as being that interval located from below the stratigraphic equivalent of the top of the Mancos Shale (base of Mesaverde Group) identified at 3,736 feet measured depth to the stratigraphic equivalent of the base of the Mancos Shale (base of Greenhorn Limestone) identified at 5,526 feet measured depth as shown in the Central Bisti SWD 161 well (API# 30-045-31606) located in Township 25 North, Range 12 West, Section 16, San Juan County, New Mexico. The subject acreage is located approximately 20 miles northwest of Nageezi, New Mexico.

# EXHIBIT A

## AMENDMENT TO UNIT AGREEMENT CARSON UNIT NMNM 078385X

This Amendment to Unit Agreement (“Amendment”) is made and entered into by and among the signatory parties hereto and made effective as of July 1, 2022. The signatory parties hereto may sometimes be referred to herein as “Parties”.

WITNESSETH:

THAT, WHEREAS, the Carson Unit Agreement, designated Serial Number NMNM 078385X (“Unit Agreement”), was entered into effective November 15, 1956 to cover all depths and formations underlying the lands committed thereto and currently covers 7,084.13 surface acres, more or less and has been vertically contracted to only cover the “Mancos Formation” as further defined below (the “Unit”); and,

WHEREAS, Carson Unit Gallup Participating Area, designated Serial Number NMNM 078385A, was established effective December 1, 1961 and currently encompasses 7,084.13 surface acres, more or less, and remains active producing participating area under the Unit, and has been renamed the Carson Unit Mancos Participating Area; and,

WHEREAS, Carson Unit Dakota Participating Area, designated Serial Number NMNM 078385B, was established effective July 25, 1973 encompassing 360.00 surface acres, more or less, has been terminated; and,

WHEREAS, Carson Unit WAW Fruitland-PC Participating Area, designated Serial Number NMNM 078385C, was established effective August 13, 1977 and encompassing 1,000.00 surface acres, more or less, has been terminated; and,

WHEREAS, Carson Unit Basin Fruitland Participating Area, designated Serial Number NMNM 078385D, was established effective June 1, 1990 and encompassing 600.00 surface acres, more or less, has been terminated; and,

WHEREAS, the Parties as the owners of one hundred percent (100%) title to the leasehold working interest rights in the under the oil and gas leases committed to the Unit desire to amend the Unit Agreement to create a unitized environment to support the continued development of the Mancos Formation (defined below) through horizontal drilling.

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree that the Unit Agreement for the Unit shall be amended as follows:

1. The following terms, as used in the Unit Agreement or this Amendment, shall be defined as follows:

*“Supervisor” or “Director of the Geological Survey” or “Director” or “Authorized Officer” or “AO” shall mean the authorized officer delegated by the Bureau of Land Management to perform the action(s) or duty(ies) provided herein.*

*“State Land Commissioner” or “Land Commissioner” shall mean the Commissioner of Public Lands of the State of New Mexico or his/her agent, representative or authorized officer delegated or authorized to perform the action(s) or duty(ies) provided herein.*

# EXHIBIT A

*“Commission” shall mean the New Mexico Oil Conservation Division (sometimes referred to as “New Mexico Oil Conservation Commission”) or the agent, representative or authorized officer delegated by it to perform the action(s) or duty(ies) provided herein.*

*“Indian Commissioner” or “Commissioner of Indian Affairs” or “FIMO Director” shall mean the agent, representative, or authorized officer delegated by the Bureau of Indian Affairs (sometimes referred to as “BIA”) or Federal Indian Minerals Office (sometimes referred to as “FIMO”), as applicable, to perform the action(s) or duty(ies) provided herein.*

2. SECTION 1. ENABLING ACT AND REGULATIONS. Section 1. Of the Unit Agreement shall be revised by insertion of the following paragraph as second paragraph to Section 1.

*“The participation and governing authority of any agency (or its agent, representative or authorized officer thereof) referred to in this agreement, including the management or application of the terms and provisions of this agreement shall be limited to and affect only those lands, leases and/or interests committed to this agreement that are under the governing authority of such agency and limited only as to such time period for which such lands, leases and/or interests are committed hereto.”*

3. SECTION 2. UNIT AREA. Section 2. of the Unit Agreement shall be revised by the inclusion of subsection (f) as follows:

*(f) Any expansion of the unit area that is proposed and approved subsequent to expiration of the ten (10) year period (including any applicable extension(s)) provided in Section 2. (e) hereinabove, may, at the discretion of the AO, be subject to the terms and conditions of this Section 2. (f). The tracts or lands included in the unit area and committed to this agreement under any such approved unit expansion are hereinafter referred to as “unit expansion lands” or “unit expansion area”.*

*On the fifth anniversary of the effective date of the first participating area establishment or revision affecting the unit expansion lands, all legal subdivisions of unitized lands (i.e., 40 acres by Government survey or its nearest lot or tract equivalent in instance of irregular surveys; however, usually large lots or tracts shall be considered in multiples of 40 acres, or the nearest aliquot equivalent thereof, for the purpose of elimination under this subsection) no parts of which are entitled to be in a participating area, shall be eliminated automatically from this agreement, effective as of the first day thereafter, and such lands shall no longer be a part of the unit area and shall no longer be subject to this agreement unless at the expiration of said fifth anniversary, diligent drilling operations are conducted on such unit expansion lands not entitled to inclusion in participating area on said fifth anniversary, in which event all such tracts or lands shall remain subject hereto as long as diligent drilling operations are continued. As used herein, the term “diligent drilling operations” shall mean the drilling of not less than two (2) wells per anniversary year (or a total of ten (10) wells within a five (5) year period) drilled on expansion lands not entitled to inclusion in participating area or until all unitized lands are included or entitled for inclusion in a participating area. All legal subdivisions of unit expansion lands not entitled to become participating under the applicable provisions of this agreement within ten (10) years after the effective date of the first participating area establishment or revision affecting the unit expansion area, shall be eliminated from this agreement as above specified. The Unit Operator shall, within ninety (90) days after the effective date of any elimination hereunder, describe the area so eliminated to the satisfaction of the AO and promptly notify all parties in interest. Unit expansion*

# EXHIBIT A

lands eliminated from the unit area pursuant to this subsection (f) shall no longer be a part of the unit area and shall no longer be subject to this agreement effective as of the first day following final approval of elimination.

If conditions warrant extension of the ten (10) year period specified in this subsection 2. (f), a single extension of not to exceed two (2) years may be accomplished by consent of the owners of seventy percent (70%) of the working interest in the unit expansion area with approval of the AO, provided such extension application is submitted not later than sixty (60) days prior to the expiration of said ten (10) year period.

4. SECTION 3. UNITIZED LAND AND UNITIZED SUBSTANCES. Shall be deleted in its entirety and replaced with the following:

*“All land now or hereafter committed to this agreement shall constitute land referred to herein as “unitized land” or “land subject to this agreement.” In addition, for the purposes used in this agreement, the term “unitized land” shall include all Federal lands, which shall, upon AO’s approval of the unit, participate under this agreement in the limited capacity as provided hereinbelow to support the development of unitized substances thereunder. Nothing in this agreement shall be deemed to grant rights to the use of the surface or penetration of any horizons underlying any unleased Federal lands through drilling operations unless and until such lands become leased. All oil and gas in only the Mancos Formation underlying the unitized land are unitized under the terms of this agreement and are herein called “unitized substances”. The Mancos Formation is defined as that interval located from below the stratigraphic equivalent of the top of the Mancos Shale (base of Mesaverde Group) identified at 3,736’ MD to the stratigraphic equivalent of the base of the Mancos Shale (base of Greenhorn Limestone) identified at 5,526’ MD as shown in the Central Bisti SWD 161 well (API# 30-045-31606) located in Township 25 North, Range 12 West, Section 16, San Juan County, New Mexico, more specifically depicted on the type log shown in Exhibit “C” to this agreement; provided, however, that it is the specific intent of the parties hereto not to cause or effectuate any horizontal segregation of any Federal, Indian or State lease committed hereto as a consequence of the aforementioned depth limitations to the “unitized substances”.”*

Exhibit “C” to Unit Agreement as referenced herein is attached hereto as Exhibit “6”.

5. Carson Unit Gallup Participating Area, designated Serial Number NMNM 078385A, by approved application, has been vertically expanded to cover the Mancos Formation, as defined herein, now known as “Carson Unit Mancos Participating Area “A””. Attached hereto as Exhibit “1” is the schedule which sets forth the description of tracts and leases comprising the vertically expanded Mancos Participating Area “A” for Carson Unit.

6. SECTION 11. PARTICIPATION AFTER DISCOVERY. The last paragraph contained in Section 11. of the Unit Agreement shall be deleted in its entirety and replaced with the following:

*“Whenever it is determined, subject to the approval of the Supervisor, as to wells on Federal or Indian Land, and the State Land Commissioner as to wells drilled on State land, that a well drilled under this agreement is not capable of production in paying quantities and inclusion of the land on which it is situated in a participating area is unwarranted, production from such well shall, for purposes of settlement among all parties other than working interest owners, be allocated to the land contained in an area designated for the well using the guidelines provided for developing standard spacing units for horizontal wells under New Mexico Oil Conservation Division Rules*

# EXHIBIT A

*under 19.15.16.15 NMAC, and if several leases are within the standard spacing unit, an approved Communitization Agreement (CA) will establish the allocation method between leases within said spacing unit, as long as such land is not within a participating area established for the pool or deposit from which the production is obtained. Settlement for working interest benefits from such well shall be made as provided in the unit operating agreement.”*

7. SECTION 12. ALLOCATION OF PRODUCTION. Section 12 of the Unit Agreement shall be deleted in its entirety and replaced with the provision(s) of SECTION 12 ALLOCATION OF PRODUCTION set forth in the Exhibit “2” attached hereto.

8. SECTION 13. DEVELOPMENT OR OPERATOIN OF NONPARTICIPATING LAND OR FORMATIONS. The last paragraph of Section 13. Of the Unit Agreement shall be deleted in its entirety and replaced with the following:

*“If any well drilled as aforesaid by a working interest owner obtains production in quantities insufficient to justify the inclusion in a participating area of the land upon which such well is situated, such well may be operated and produced by the party drilling the same subject to the conservation requirements of this agreement. The royalties in amount or value of production from any such well shall be paid as specified in the underlying lease and agreements associated with the land designated for the well by the method prescribed in Section 11 herein for wells not capable of production in paying quantities.”*

9. SECTION 17. DRAINAGE. Section 17 of the Unit Agreement shall be deleted in its entirety and replaced with the provision(s) of SECTION 17 DRAINAGE set forth in Exhibit “3” attached hereto.

10. SECTION 18. LEASES AND CONTRACTS CONFORMED AND EXTENDED.

- Section 18. (g) shall be deleted in its entirety and replaced with the following:

*“The segregation of any Federal Lease committed to this agreement is governed by the following provision in the fourth paragraph of Sec 17(m) of the Mineral Leasing Act, as amended by the Act of September 2, 1960 (74 Stat. 781-784) (30 U.S.C. 226(m)):*

*“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 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 non-unitized portion shall continue in force and effect for the term thereof but not for less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities”*

*If the public interest requirement is not satisfied, the segregation of a lease and/or extension of a lease pursuant to 43 CPR 3107.3-2 and 43 CPR 3107.4, respectively, shall not be effective.*

- The following provisions shall be added to the Unit Agreement as Section 18. (i) and (j) respectively:

*“(i) Any Indian lease committed in part to any such cooperative agreement (unit agreement) shall be segregated into a separate lease or leases as to the lands committed and lands not committed to the agreement.*

**EXHIBIT A**

(j) Any lease, other than a Federal or Indian lease, having only a portion of its lands committed hereto shall be segregated as to the portion committed and the portion not committed, and the provisions of such lease shall apply separately to such segregated portions commencing as of the effective date hereof. In the event 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 tracts.

Any lease embracing lands of the State of New Mexico of which only a portion is committed hereto shall be segregated as to the portion committed and as to the portion not committed and the terms of such leases shall apply separately as two separate leases as to such segregated portions, commencing as of the effective date hereof. Notwithstanding any of the provisions of this agreement to the contrary, any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto shall continue in full force and effect beyond the term provided therein as to all lands embraced within the unitized area and committed to this agreement, in accordance with the terms of this agreement. If oil and gas, or either of them, are discovered and are being produced in paying quantities from some part of the lands embraced in such lease which part is committed to this agreement at the expiration of the fixed term of such lease, such production shall not be considered as production from lands embraced in such lease which are not within the unitized area, and which are not committed thereto, and drilling or reworking operations upon some part of the lands embraced within the unitized area and committed to this agreement shall be considered drilling and reworking operations only as to lands embraced within the unit agreement and not as to lands embraced within the lease and not committed to this unit agreement; provided, however, as to any lease embracing lands of the State of New Mexico having only a portion of its lands committed to this agreement, and are being produced in paying quantities prior to the expiration of the fixed term of such lease, such production in paying quantities shall serve to continue such lease in full force and effect in accordance with its terms as to all of the lands embraced in said lease."

11. The Exhibit "A" to the Unit Agreement shall be replaced by the Exhibit "A" attached hereto as Exhibit "4" reflecting the current surface area Unit configuration limited to the Mancos Formation.

12. The Exhibit "B" to the Unit Agreement shall be replaced by the Exhibit "B" attached hereto as Exhibit "5" reflecting the current status of the oil and gas leases covering the surface area of the Unit and the current ownership thereunder, limited to the Mancos Formation.

The Parties hereby ratify the Unit Agreement, as amended hereby, and represent and warrant to each other that, except for the changes contained in this Amendment, the terms and conditions of the Unit Agreement shall remain unchanged and the Unit Agreement continues in full force and effect, as amended herein.

In witness hereof, the Parties have executed this Amendment on the date(s) contained in the acknowledgements below but effective for all purposes as of the Effective Date.

**UNIT OPERATOR**

DJR Operating, LLC

By:   
Kurt S. Froistad, Land Manager

# EXHIBIT A

## NON-OPERATORS

DJR Nominee Corporation

By: Kurt S. Froistad mlb  
Kurt S. Froistad, Land Manager

## BUREAU OF LAND MANAGEMENT

Approval and joinder to this Amendment by Bureau of Land Management is established by decision letter issued by agent or officer authorized to represent and bind Federal interests.

## FEDERAL INDIAN MINERALS OFFICE

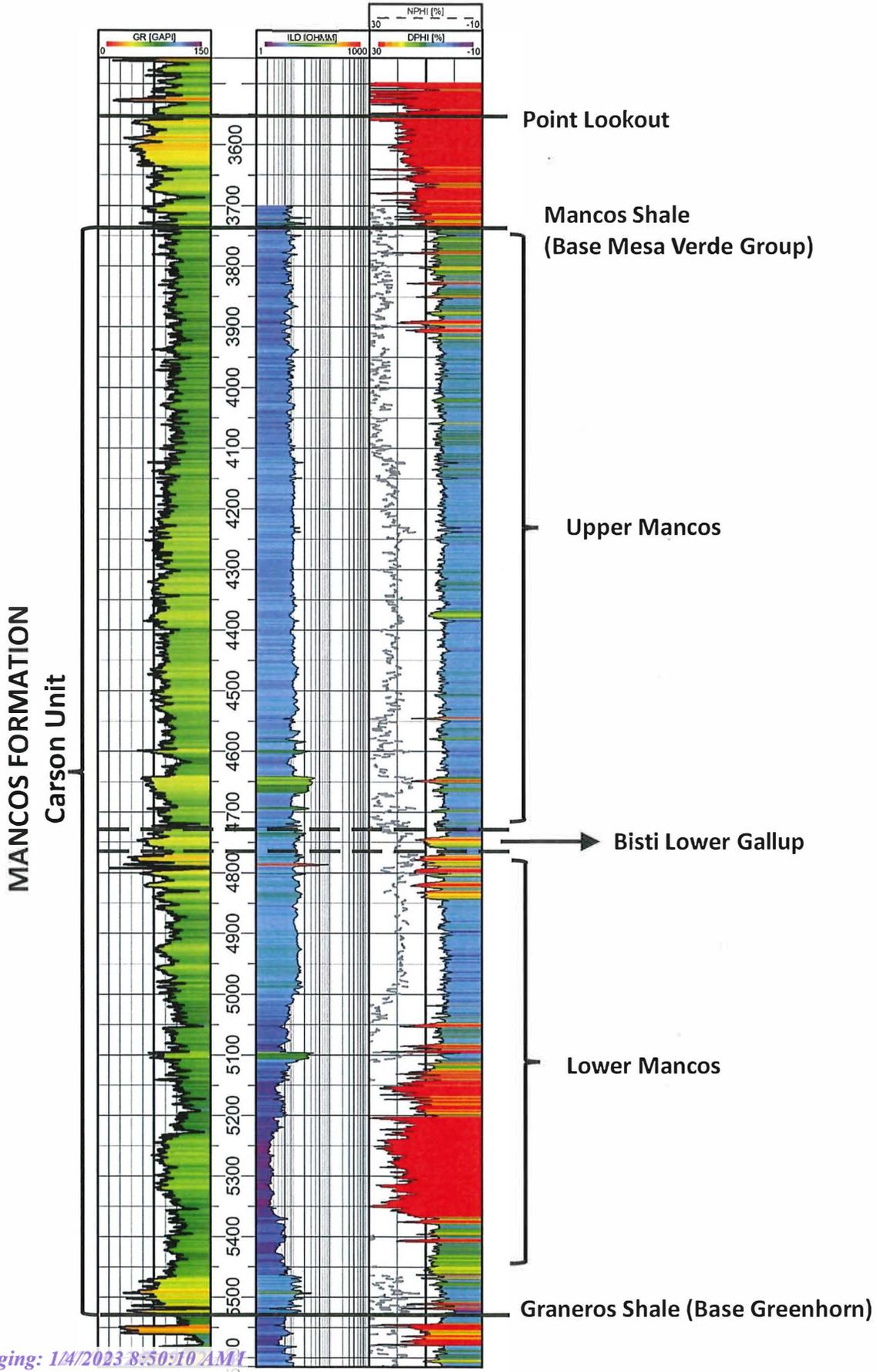
Approval and joinder to this Amendment by the Federal Indian Minerals Office is established by decision letter issued by its Director.

# EXHIBIT B

## EXHIBIT "6"

Attached to and made part of Amendment to Unit Agreement for Carson Unit dated effective March 18, 2020.

30045316060000  
T25N R12W S16  
ELM RIDGE RES INC  
CENTRAL BISTI SWD  
161



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

APPLICATION OF DJR OPERATING,  
LLC TO AMEND ORDER NO. R-828-A  
AFFECTING THE CARSON UNIT, SAN  
JUAN COUNTY, NEW MEXICO.

CASE NO. 23282

SELF-AFFIRMED STATEMENT OF MONA BINION

1. My name is Mona Binion and am employed by DJR Operating, LLC (“DJR”) as a Senior Land Consultant.

2. I have previously testified before the New Mexico Oil Conservation Division as an expert witness in petroleum land matters and my credentials have been accepted by the Division and made a matter of record.

3. I am the landman responsible for the Carson Unit and I am familiar with the application filed by DJR in this matter and the status of the lands in the subject area.

4. Because this application seeks approval of a voluntary unit, I do not expect opposition at the hearing.

5. In this case, DJR seeks an order amending Order No. R-828-A to (1) approve the terms of the amendment to the Carson Unit Agreement; (2) expand the geographic area of the Carson Unit; and (3) and modify the Unitized Interval.

6. The Carson Unit is located about 20 miles northwest of Nageezi in San Juan County, New Mexico. **DJR Exhibit B-1** is a general location map depicting the boundary of the Carson Unit in black in relation to U.S. Highway 550.

7. As background, the Oil Conservation Commission issued Order No. R-828 in Case No. 1085 on June 22, 1956, approving formation of the Carson Unit comprising 23,045 acres,

BEFORE THE OIL CONSERVATION DIVISION  
Santa Fe, New Mexico  
Exhibit No. B  
Submitted by: DJR Operating, LLC  
Hearing Date: January 5, 2023  
Case No. 23282

more or less, within San Juan County, New Mexico. Order No. R-828 is attached as **DJR Exhibit**

**B-2.** As originally approved, the Carson Unit comprised the following-described acreage:

**TOWNSHIP 25 NORTH, RANGE 11 WEST, NMPM**

Sections 5 through 8	All
Sections 17 through 20	All
Sections 29 through 32	All

**TOWNSHIP 25 NORTH, RANGE 12 WEST, NMPM**

Sections 1 through 4	All
Sections 9 through 16	All
Sections 21 through 28	All
Sections 33 through 36	All

7. **DJR Exhibit B-3** is a copy of the 1956 Carson Unit Agreement which has been amended.

8. On September 13, 1956, the Commission issued Order No. R-828-A, attached as **DJR Exhibit B-4**, amending Order R-828 by reducing the Carson Unit Area down to 15,366 acres, more or less, to include the following-described acreage:

**TOWNSHIP 25 NORTH, RANGE 11 WEST, NMPM**

Sections 5 through 8	All
Sections 17 through 20	All
Sections 29 through 32	All

**TOWNSHIP 25 NORTH, RANGE 12 WEST, NMPM**

Section 1	All
Section 2	All
Sections 11 through 14	All
Sections 23 through 26	All
Section 35	All
Section 36	All

9. Effective December 1, 1961, by the terms of the governing Unit Agreement, the Carson Unit Area was contracted to cover the following-described acreage, comprising approximately 7,084.13 acres, more or less, of Federal and Allotted Indian lands (the “Contracted Carson Unit”):

**TOWNSHIP 25 NORTH, RANGE 11 WEST, NMPM**

Section 7	Lots 3, 4, E/2 SW/4, S/2 SE/4
Sections 17 through 20	All
Section 30	Lot 1, NE/4 NW/4

**TOWNSHIP 25 NORTH, RANGE 12 WEST, NMPM**

Section 10	E/2, E/2 SW/4
Section 11	NW/4 NW/4, S/2 NW/4, SW/4 NE/4, S/2
Section 12	SW/4, S/2 SE/4
Sections 13 through 14	All
Section 15	E/2, E/2 NW/4, SW/4
Section 22	NE/4 NE/4
Section 23	N/2 NW/4, SE/4 NW/4, NE/4, N/2 SE/4, SE/4 SE/4
Section 24	All
Section 25	N/2 N/2

10. DJR is the successor operator of the Carson Unit under the terms of the Carson Unit Agreement.

11. On October 26, 2022, DJR received approval from U.S. Bureau of Land Management and the Federal Indian Minerals Office to expand the Contracted Carson Unit, effective October 1, 2022, to include an additional 16,148.84 acres consisting of Federal, Indian Allotted and State Trust lands, more specifically described as follows (“Carson Expansion Lands”):

**TOWNSHIP 25 NORTH, RANGE 11 WEST, NMPM**

Section 5	W/2
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Section 6	All
Section 7	Lots 1, 2, E/2 NW/4, NE/4, N/2 SE/4
Section 8	All
Section 9	W/2
Section 16	All
Section 21	N/2

**TOWNSHIP 25 NORTH, RANGE 12 WEST, NMPM**

Section 1	All
Section 3	SW/4
Sections 4 through 9	All
Section 10	NW/4, W/2 SW/4
Section 11	NE/4 NW/4, N/2 NE/4, SE/4 NE/4
Section 12	N/2, N/2 SE/4
Section 15	W/2 NW/4
Sections 16 through 18	All
Section 19	N/2
Sections 20 through 21	All
Section 22	W/2, NW/4 NE/4, S/2 NE/4, SE/4
Section 23	SW/4 NW/4, SW/4, SW/4 SE/4
Section 25	S/2 N/2, S/2
Section 26	N/2, SE/4
Section 27	N/2
Section 28	N/2
Section 29	N/2
Section 35	NE/4, NE/4 SE/4
Section 36	All

**TOWNSHIP 26 NORTH, RANGE 12 WEST, NMPM**

Section 31	Lot 4, SE/4 SW/4, S/2 SE/4
Section 32	S/2 SW/4

12. The total acreage within the Carson Unit Area after expansion includes the Contracted Carson Unit lands (7,084.13 acres) and the lands encompassed by the Carson Expansion Lands (16,148.84 acres), and will total 23,232.97 acres, more or less (the "Carson Expanded Unit Area").

13. **DJR Exhibit B-5** is a copy of the Amendment to Unit Agreement which was approved by the Bureau of Land Management and Federal Indian Minerals office effective July 1, 2022.

14. DJR seeks to amend Order No. R-828-A to revise the lands covered by the Order to encompass Federal, Indian Allotted, and State Trust lands comprising the Carson Expanded Unit Area 23,232.97 acres, more or less.

15. **DJR Exhibit B-6** is a map showing the boundaries of the Unit Area under Order No. R-828-A in a solid red outline, the Carson Unit Participating Area in a solid black outline, and for the Carson Expanded Unit Area in a dashed black outline.

16. In addition, DJR seeks to amend Order No. R-828-A to modify the Unitized Interval within the Carson Expanded Unit Area to interval approved by U.S. Bureau of Land Management and Federal Indian Minerals Office, being the Mancos formation, defined as being that interval located from below the stratigraphic equivalent of the top of the Mancos Shale (base of Mesaverde Group) identified at 3,736 feet measured depth to the stratigraphic equivalent of the base of the Mancos Shale (base of Greenhorn Limestone) identified at 5,526 feet measured depth as shown in the Central Bisti SWD 161 well (API# 30-045-31606) located in Township 25 North, Range 12 West, Section 16, San Juan County, New Mexico.

17. **DJR Exhibit B-7** is a copy of the final approvals from the U.S. Bureau of Land Management and the Federal Indian Minerals Office for the Carson Expanded Unit Area.

18. DJR has been in discussions with the State Land Office, which is evaluating whether it will approve the Amendment to Unit Agreement and commit state trust lands to the Unit.

19. DJR will provide the Division with final approval by the State Land Office if it chooses to approve the Unit Agreement and commit state trust lands to the Carson Unit.

20. Excluding state trust lands which are not yet committed to the Unit, DJR controls operations over committed tracts covering 92% of the to the Carson Expanded Unit Area, which ensures effective control of unit operations following the expansion.

21. Notice of this Application was provided to the working interest owners, Indian Allottee owners, and overriding royalty interest owners within the Carson Expanded Unit Area. Notice was also provided to the U.S. Bureau of Land Management, the Federal Indian Minerals Office, and the State Land Office. I provided the law firm of Holland & Hart LLP with the names and addresses of the parties subject to notice and instructed that they be notified of this application and hearing.

19. In my opinion, approval of this application will be in the best interests of conservation, the prevention of waste, and the protection of correlative rights.

20. **DJR Exhibits B-1 through B-7** were prepared by me or compiled under my direction from company business records.

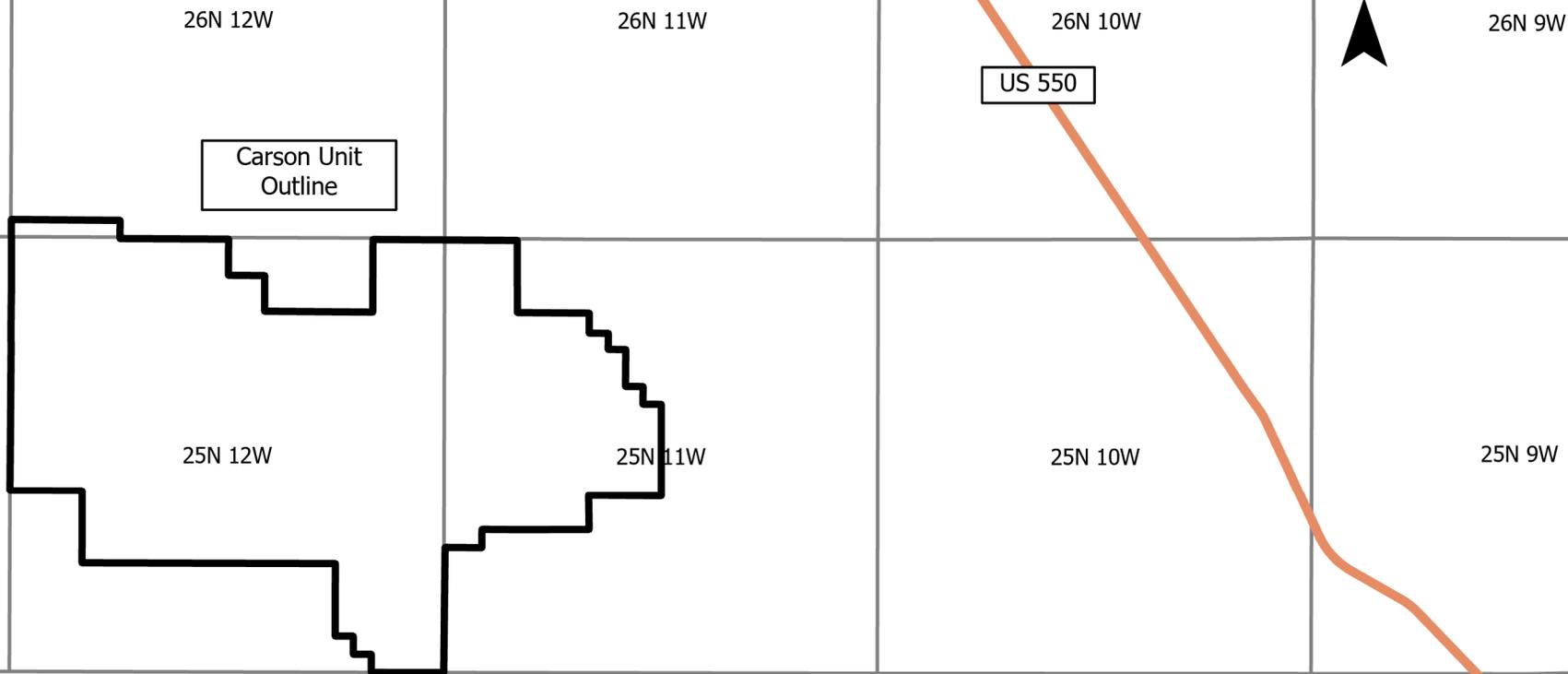
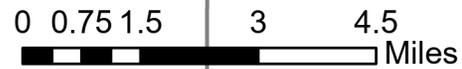
21. I affirm under penalty of perjury under the laws of the State of New Mexico that the foregoing statements are true and correct. I understand that this self-affirmed statement will be used as written testimony in this case. This statement is made on the date next to my signature below.

Mona Binion  
Mona Binion

1/3/2023  
Date

20568675\_v1

# Order R-828A Case 23282



Carson Unit  
Outline

US 550

BEFORE THE OIL CONSERVATION DIVISION  
 Santa Fe, New Mexico  
 Exhibit No. B1  
 Submitted by: DJR Operating, LLC  
 Hearing Date: January 5, 2023  
 Case No. 23282

**Legend**

 Carson Unit

**Roads**

 Highway 550

Entered July 6, 1956

A. J. B.

BEFORE THE OIL CONSERVATION COMMISSION  
OF THE STATE OF NEW MEXICO

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

CASE NO. 1085  
Order No. R-828

THE APPLICATION OF SHELL OIL  
COMPANY FOR THE APPROVAL OF THE  
CARSON UNIT AGREEMENT, EMBRACING  
23,045 ACRES, MORE OR LESS,  
LOCATED IN TOWNSHIP 25 NORTH, RANGE  
11 WEST AND TOWNSHIP 25 NORTH, RANGE  
12 WEST, NMPM, SAN JUAN COUNTY, NEW  
MEXICO.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 10 o'clock a.m. on June 21, 1956 at Santa Fe, New Mexico, before Warren W. Mankin, Examiner duly appointed by the Oil Conservation Commission of New Mexico, in accordance with Rule 1214 of the Commission's Statewide Rules and Regulations.

NOW, on this 22<sup>nd</sup> day of June, 1956, the Oil Conservation Commission of New Mexico, a quorum being present, having considered the application, the evidence presented, and the recommendations of the Examiner, Warren W. Mankin, and being fully advised in the premises,

FINDS:

(1) That due public notice having been given as required by law, the Commission has jurisdiction of this cause and the subject matter thereof.

(2) That the proposed unit plan will in principle tend to promote the conservation of oil and gas and the prevention of waste.

IT IS THEREFORE ORDERED:

Section 1. That this order shall be known as the

CARSON UNIT AGREEMENT ORDER

Section 2. (a) That the project herein referred to shall be known as the Carson Unit Agreement and shall hereafter be referred to as the "Project".

BEFORE THE OIL CONSERVATION DIVISION  
Santa Fe, New Mexico  
Exhibit No. B2  
Submitted by: DJR Operating, LLC  
Hearing Date: January 5, 2023  
Case No. 23282

-2-

Order No. R-828

(b) That the plan by which the project shall be operated shall be embraced in the form of a unit agreement for the development and operation of the Carson Unit Area, referred to in the petitioner's petition and filed with said petition, and such plan shall be known as the Carson Unit Agreement Plan.

Section 3. That the Carson Unit Agreement Plan shall be, and hereby is, approved in principle as a proper conservation measure; provided, however, that notwithstanding any of the provisions contained in said unit agreement, this approval shall not be considered as waiving or relinquishing in any manner, any right, duties or obligations which are now, or may hereafter, be vested in the New Mexico Oil Conservation Commission by law relative to the supervision and control of operations for exploration and development of any lands committed to said Carson Unit Agreement, or relative to the production of oil or gas therefrom.

Section 4. That the Unit Area shall be:

NEW MEXICO PRINCIPAL MERIDIAN

TOWNSHIP 25 NORTH, RANGE 11 WEST  
All of Sections 5 to 8 inclusive;  
17 to 20 inclusive; and 29 to 32  
inclusive;

TOWNSHIP 25 NORTH, RANGE 12 WEST  
All of Sections 1 to 4 inclusive;  
9 to 16 inclusive; 21 to 28 in-  
clusive; and 33 to 36 inclusive;

containing 23,045 acres, more or less.

Section 5. That the unit operator shall file with the Commission an executed original or executed counterpart of the Carson Unit Agreement within 30 days after the effective date thereof.

Section 6. That any party owning rights in the unitized substances who does not commit such rights to said unit agreement before the effective date thereof, may thereafter become a party thereto by subscribing to such agreement or counterpart thereof, or by ratifying the same. The unit operator shall file with the Commission within 30 days an original of any such counterpart of ratification.

Section 7. That this order shall become effective upon approval of said unit agreement by the Commissioner of Public Lands of the State of New Mexico and the Director of the United States Geological Survey and shall terminate ipso facto upon the

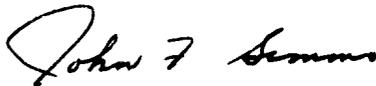
-3-

Order No. R-828

termination of said unit agreement. The last unit operator shall immediately notify the Commission in writing of such termination.

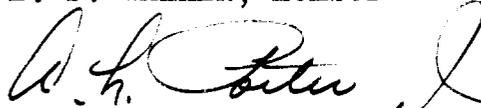
DONE at Santa Fe, New Mexico on the day and year hereinabove designated.

STATE OF NEW MEXICO  
OIL CONSERVATION COMMISSION



JOHN F. SIMMS, Chairman

E. S. WALKER, Member



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

S E A L

ir/

C93010815

**UNIT AGREEMENT**

for the

development and operation

of the

CARSON **UNIT AREA,**

**COUNTY OF** SAN JUAN,

**STATE OF** NEW MEXICO

BEFORE THE  
OIL CONSERVATION COMMISSION  
SANTA FE, NEW MEXICO  
CASE 1081 EXHIBIT No. 1  
6/22/56

BEFORE THE OIL CONSERVATION DIVISION  
Santa Fe, New Mexico  
Exhibit No. B3  
Submitted by: DJR Operating, LLC  
Hearing Date: January 5, 2023  
Case No. 23282

## UNIT AGREEMENT

FOR THE DEVELOPMENT AND OPERATION OF  
THE CARSON UNIT AREA  
COUNTY OF SAN JUAN

STATE OF NEW MEXICO

NO. \_\_\_\_\_

THIS AGREEMENT, entered into as of the 13<sup>th</sup> day of June, 1956, by and between the parties subscribing, ratifying, or consenting hereto, and herein referred to as the "parties hereto",

WITNESSETH: WHEREAS, the parties hereto are the owners of working, royalty, or other oil and gas interests in the unit area subject to this agreement; and

WHEREAS, the Mineral Leasing Act of February 25, 1920, 41 Stat. 437, as amended, 30 U.S.C. Secs. 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 Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Chap. 88, Laws 1943) 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 rules and regulations governing the leasing of restricted, allotted and Tribal Indian lands for oil and gas except allotments made to members of the five civilized tribes and Osage Indians in Oklahoma promulgated by the Secretary of the Interior (25 C.F.R. 189.24 (c)) under and pursuant to the Act of March 3, 1909, 35 Stat. 783, 25 U.S.C.

Section 396 a et seq., and the oil and gas leases covering such allotted Indian lands provide for the commitment of such leases and of leases covering executive order Indian lands to a cooperative or unit plan of development or operations; 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 parties hereto hold sufficient interests in the Carson Unit Area covering the land hereinafter described to give reasonably effective control of operations therein; and

WHEREAS, it is the ~~purpose~~<sup>44</sup> purpose of the parties hereto to conserve natural resources, prevent waste, and secure other benefits obtainable through development and operation of the area subject to this agreement under the terms, conditions, and limitations herein set forth;

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

1. ENABLING ACT AND REGULATIONS. The Mineral Leasing Act of February 25, 1920, as amended, supra, and all valid pertinent regulations, including operating and unit plan regulations, heretofore issued thereunder or 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 as to Indian lands, the Acts of March 3, 1909, and May 11, 1938, supra, 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.

2. UNIT AREA. The following-described land is hereby designated

and recognized as constituting the unit area:

T. 25 N., R. 11 W., N.M.P.M.

All of Sections 5 to 8 inclusive; 17 to 20 inclusive;  
29 to 32 inclusive.

T. 25 N., R. 12 W., N.M.P.M.

All of Sections 1 to 4 inclusive; 9 to 16 inclusive;  
21 to 28 inclusive; 33 to 36 inclusive.

Exhibit A attached hereto is a map showing the unit area and the boundaries and identity of tracts and leases in said area to the extent known to the Unit Operator. Exhibit B attached hereto is a schedule showing to the extent known to the Unit Operator the acreage, percentage, and kind of ownership of oil and gas interests in all land in the unit area. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest 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 in the unit area render such revision necessary, or when requested by the Oil and Gas supervisor, hereinafter referred to as "Supervisor", or the Commissioner of Public Lands, hereinafter referred to as "State Land Commissioner", and not less than seven copies of the revised exhibits shall be filed with the Supervisor, and at least one copy shall be filed with the State Land Commissioner and one copy with the New Mexico Oil Conservation Commission, hereinafter referred to as "Commission". The Commissioner of Indian Affairs shall hereinafter be referred to as the "Indian Commissioner".

The above-described unit area shall when practicable be expanded to include therein any additional tract or tracts regarded as reasonably necessary or advisable for the purposes of this agreement, or shall be contracted to exclude lands not within any participating area whenever such expansion or contraction is necessary or advisable to conform with the purposes of this agreement. Such expansion or contraction shall be effected in the following manner:

(a) Unit Operator, on its own motion or on demand of the Director of the Geological Survey, hereinafter referred to as

"Director", or on demand of the State Land Commissioner after preliminary concurrence by the Director shall prepare a notice of proposed expansion or 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 and the Commissioner, and copies thereof mailed to the last known address of each working interest owner, lessee, and lessor whose interests are affected, advising that 30 days will be allowed for submission to the Unit Operator of any objections.

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

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

(e) All legal subdivisions of unitized lands (i.e., 40 acres by Government survey or its nearest lot or tract equivalent in instances of irregular surveys; however, unusually large lots or tracts shall be considered in multiples of 40 acres, or the nearest aliquot equivalent thereof, for the purpose of elimination under this subsection) no parts of which are entitled to be in a participating area within 5 years after the first day of the month following the effective date of the first initial participating area established under this unit agreement, shall be eliminated automatically from this agreement, effective as of the first day thereafter, and such lands shall no longer be a part of the unit area and shall no longer be subject to this agreement, unless at the expiration of said 5-year period diligent drilling operations

are in progress on unitized lands not entitled to participation, in which event all such lands shall remain subject hereto for so long as such drilling operations are continued diligently, with not more than 90 days' time elapsing between the completion of one such well and the commencement of the next such well, except that the time allowed between such wells shall not expire earlier than 30 days after the expiration of any period of time during which drilling operations are prevented by a matter beyond the reasonable control of Unit Operator as set forth in the section hereof entitled "Unavoidable Delay"; provided that all legal subdivisions of lands not in a participating area and not entitled to become participating under the applicable provisions of this agreement within 10 years after said first day of the month following the effective date of said first initial participating area shall be eliminated as above specified. Determination of creditable "Unavoidable Delay" time shall be made by Unit Operator and subject to approval of the Director. The Unit Operator shall, within 90 days after the effective date of any elimination hereunder, describe the area so eliminated to the satisfaction of the Director and promptly notify all parties in interest.

If conditions warrant extension of the 10-year period specified in this subsection 2(e), a single extension of not to exceed 2 years may be accomplished by consent of the owners of 90% of the current unitized working interests and 60% of the current unitized basic royalty interests (exclusive of the basic royalty interests of the United States), on a total-nonparticipating-acreage basis, respectively, with approval of the Director, provided such extension application is submitted to the Director not later than 60 days prior to the expiration of said 10-year period.

Any expansion of the unit area pursuant to this section which embraces lands theretofore eliminated pursuant to this subsection 2(e) shall not be considered automatic commitment or re-commitment of such lands.

3. UNITIZED LAND AND UNITIZED SUBSTANCES. All lands committed to this agreement shall constitute land referred to herein as "unitized

land" or "land subject to this agreement". All oil and gas in any and all formations of the unitized land are unitized under the terms of this agreement and herein are called "unitized substances".

4. UNIT OPERATOR. SHELL OIL COMPANY, a Delaware corporation, is hereby designated as Unit Operator and by signature hereto as Unit Operator agrees and consents to accept the duties and obligations of Unit Operator for the discovery, development, and production of unitized substances as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of interest 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.

5. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the right to resign at any time prior to the establishment of a participating area or areas hereunder, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and terminate Unit Operator's rights as such for a period of 6 months after notice of intention to resign has been served by Unit Operator on all working interest owners and the Director and State Land Commissioner, and until all wells then drilled hereunder are placed in a satisfactory condition for suspension or abandonment whichever is required by the Supervisor as to Federal and Indian lands and the Commission as to State and privately-owned lands, unless a new Unit Operator shall have been selected and approved and shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

Unit Operator shall have the right to resign in like manner and subject to like limitations as above provided at any time a participating area established hereunder is in existence, but at any time, for any reason whatsoever, there is no Unit Operator until a successor Unit Operator is selected and approved as hereinafter provided, the working interest owners shall be jointly responsible for performance of the duties of Unit Operator, and shall not later than 30 days before resignation or removal becomes

effective appoint a common agent to represent them in any action to be taken hereunder.

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 the same percentage vote of the owners of working interests determined in like manner as herein provided for the selection of a new Unit Operator. Such removal shall be effective upon notice thereof to the Director and State Land Commissioner.

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, materials, and appurtenances used in conducting the unit operations and owned by the working interest owners to the new duly qualified successor Unit Operator or to the owners thereof if no such new Unit Operator is elected, to be used for the purpose of conducting unit operations hereunder. Nothing herein shall be construed as authorizing removal of any material, equipment and appurtenances needed for the preservation of any wells.

6. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall tender his or its resignation as Unit Operator or shall be removed as hereinabove provided, the owners of the working interests in the participating area or areas according to their respective acreage interests in such participating area or areas, or, until a participating area shall have been established, the owners of the working interests according to their respective acreage interests in all unitized land, shall by majority vote select a successor Unit Operator; provided, that, if a majority but less than 75 per cent of the working interests qualified to vote are owned by one party to this agreement, a concurring vote of one or more additional working interest owners shall be required to select a new operator. Such selection shall not become effective until (a) a Unit Operator so

selected shall accept in writing the duties and responsibilities of Unit Operator, and (b) the selection shall have been approved by the Director and State Commissioner. If no successor Unit Operator is selected and qualified as herein provided, the Director and State Land Commissioner at their election may declare this unit agreement terminated.

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

8. 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.

9. DISCOVERY WELL. Inasmuch as one or more wells capable of producing unitized substances in paying quantities (to wit: quantities sufficient to repay the cost of drilling and producing operations with a reasonable profit) from the Gallup sandstone have already been drilled, tested, and completed on committed lands, and several other wells within the unit area are in various stages of drilling, no initial test well for discovery shall be required under the terms of this unit agreement.

10. PLAN FOR FURTHER DEVELOPMENT AND OPERATION. Within 60 days from the effective date hereof, Unit Operator shall commence the drilling of a well at a location approved by the Supervisor if on Federal or Indian land, or the State Land Commissioner, if on State land. Four additional wells shall likewise be commenced, each not more than 90 days after the completion or plugging and abandonment of the preceding well. Unit Operator shall continue drilling diligently on each of said wells so commenced until four of such wells have tested the Gallup sandstone and the other well has tested the Dakota formation, unless the Unit Operator shall at any time establish to the satisfaction of the Supervisor if on Federal or Indian land, or the State Land Commissioner if on State land, that further drilling of such wells or any of them would be unwarranted or impracticable. Unit Operator shall not in any event be required to drill any of said wells to a depth in excess of 5600 feet. In the event Unit Operator does not obtain production in paying quantities (to wit: quantities sufficient to repay the costs of drilling and producing operations with a reasonable profit) in any of said five wells, this agreement will automatically terminate at the expiration of ninety (90) days from the date of completion or abandonment of said fifth well. In

the event Unit Operator obtains a discovery in paying quantities in any of said five wells prior to a period of time expiring 90 days after the completion of the fifth well required in the foregoing, Unit Operator shall submit for the approval of the Supervisor, the State Land Commissioner, and the Commission an acceptable plan of development and operation for the unitized lands which, when approved by the Supervisor, the State Land Commissioner, and Commission, shall constitute the further drilling and operating obligations of the Unit Operator under this agreement for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for the approval of the Supervisor, the State Land Commissioner, and the Commission a plan for an additional specified period for the development and operation of the unitized land. Any plan submitted pursuant to this section shall provide for the exploration of the unitized area and for the diligent drilling necessary for determination of the area or areas thereof capable of producing unitized substances in paying quantities in each and every productive formation and shall be as complete and adequate as the Supervisor, the State Land Commissioner, and the Commission may determine to be necessary for timely development and proper conservation of the oil and gas resources of the unitized area and shall (a) specify the number and location of any wells to be drilled and the proposed order and time for such drilling, and (b) to the extent practicable specify the operating practices regarded as necessary and advisable for proper conservation of natural resources. Separate plans may be submitted for separate productive zones, subject to the approval of the Supervisor, the State Land Commissioner, and the Commission. Said plan or plans shall be modified or supplemented when necessary to meet changed conditions or to protect the interests of all parties to this agreement. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of development. No wells, except such as may be necessary to afford protection against operations not under this agreement or such as may be specifically approved by the Supervisor, the State Land Commissioner, and Commission shall be drilled except in accordance with a plan of development approved as herein provided.

11. PARTICIPATION AFTER DISCOVERY. Upon completion of a well

capable of producing unitized substances in paying quantities, the Unit Operator shall within the month of completion if practicable or as soon thereafter as required by the Supervisor or the State Land Commissioner, submit for approval by the Director, the State Land Commissioner, and the Commission a schedule, based on subdivisions of the public land survey or aliquot parts thereof, of all unitized land then regarded as reasonably proved to be productive of unitized substances in paying quantities; all lands in said schedule on approval of the Supervisor, the State Land Commissioner, and the Commission to constitute a participating area, effective as of the date of completion of such well or the effective date of this unit agreement, whichever is later. Said schedule also shall set forth the percentage of unitized substances to be allocated as herein provided to each unitized tract in the participating area so established, and shall govern the allocation of production from and after the date the participating area becomes effective. A separate participating area shall be established in like manner for each separate pool or deposit of unitized substances or for any group thereof produced as a single pool or zone, and any two or more participating areas so established may be combined into one with the consent of the owners of all working interests in the lands within the participating areas so to be combined, on approval of the Director, the State Land Commissioner, and the Commission. The participating area or areas so established and approved shall be revised from time to time, subject to like approval, whenever such action appears proper as a result of further drilling operations or otherwise, to include additional land then regarded as reasonably proved to be productive in paying quantities, or to exclude land then regarded as reasonably proved not to be productive, and the percentage of allocation shall also be revised accordingly. The effective date of any revision shall be the first of the month in which is obtained the knowledge or information on which such revision is predicated, provided, however, that a more appropriate effective date may be used if justified by the Unit Operator and approved by the Director. No land shall be excluded from a participating area on account of depletion of the unitized substances.

It is the intent of this section that a participating area shall

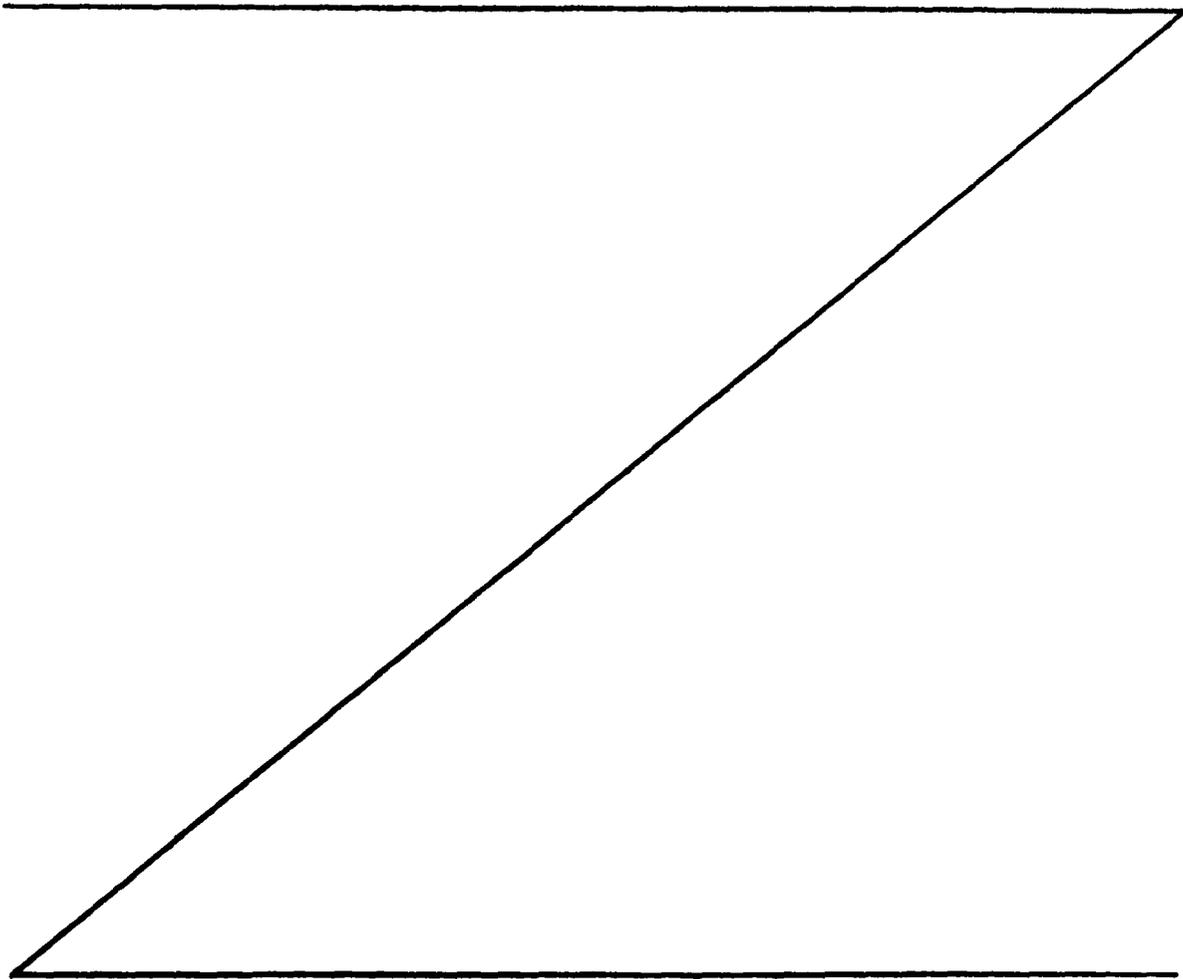
represent the area known or reasonably estimated to be productive in paying quantities; but, regardless of any revision of the participating area, nothing herein contained shall be construed as requiring any retroactive adjustment for production obtained prior to the effective date of the revision of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

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

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

12. ALLOCATION OF PRODUCTION. All unitized substances produced from each participating area established under this agreement, except any part thereof used in conformity with good operating practices within the unitized area for drilling, operating, camp and other production or development purposes, for repressuring or recycling in accordance with a plan of

development approved by the Supervisor, the State Land Commissioner, and the Commission, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of unitized land of the participating area established for such production and, for the purpose of determining any benefits accruing under this agreement, each such tract of unitized land shall have allocated to it such percentage of said production as the number of acres of such tract included in said participating area bears to the total acres of unitized land in said participating area. It is hereby agreed that production of unitized substances from a participating area shall be allocated as provided herein regardless of whether any wells are drilled on any particular part of tract of said participating area. If any gas produced from one participating area is used for repressuring or recycling purposes in another participating area, the first gas withdrawn from such last-mentioned participating area for sale during the life of this agreement shall be considered to be the gas so transferred until an amount equal to that transferred shall be so produced for sale and such gas shall be allocated to the participating area from which initially produced as



constituted at the time of such final production.

13. DEVELOPMENT OR OPERATION OF NONPARTICIPATING LAND OR FORMATIONS.

Any party hereto owning or controlling the working interests in any unitized land having thereon a regular well location may with the approval of the Supervisor as to Federal or Indian land, and the State Land Commissioner as to State land, and the Commission as to privately-owned land, if any, at such party's sole risk, cost, and expense drill a well to test any formation for which a participating area has not been established or to test any formation for which a participating area has been established if such location is not within said participating area, unless within 90 days of receipt of notice from said party of his intention to drill the well the Unit Operator elects and commences to drill such well in like manner as other wells are drilled by the Unit Operator under this agreement.

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

If any well drilled as aforesaid by a working interest owner obtains production in quantities insufficient to justify the inclusion in a participating area of the land upon which such well is situated, such well may be operated and produced by the party drilling the same subject to the conservation requirements of this agreement. The royalties in amount or value of production from any such well shall be paid as specified in the underlying lease and agreements affected.

14. ROYALTY SETTLEMENT. The United States, the Indians, and the State of New Mexico and all royalty owners who, under existing contract, are entitled to take in kind a share of the substances now unitized hereunder produced from any tract, shall hereafter be entitled to the right to take in kind their share of the unitized substances allocated to such tract, and Unit Operator, or in case of the operation of a well by a working interest owner as herein in special cases provided for, such working

interest owner, shall make deliveries of such royalty share taken in kind in conformity with the applicable contracts, laws, and regulations. Settlement for royalty interest not taken in kind shall be made by working interest owners responsible therefore 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 royalties due under their leases.

If gas obtained from lands not subject to this agreement is introduced into any participating area hereunder, for use in repressuring, stimulation of production, or increasing ultimate recovery, which shall be in conformity with a plan first approved by the Supervisor, the State Land Commissioner, and the Commission, a like amount of gas, after settlement as herein provided for any gas transferred from any other participating area and with due allowance for loss or depletion from any cause, may be withdrawn from the formation into which the gas was introduced, royalty free as to dry gas, but not as to the products extracted therefrom; provided that such withdrawal shall be at such time as may be provided in the plan of operations or as may otherwise be consented to by the Supervisor, the State Land Commissioner, and the Commission as conforming to good petroleum engineering practice; and provided further, that such right of withdrawal shall terminate on the termination of this unit agreement.

Royalty due the United States and the Indians shall be computed as provided in the operating regulations and paid in value or delivered in kind as to all unitized substances on the basis of the amounts thereof allocated to unitized Federal or Indian land as provided herein at the rates specified in the respective Federal or Indian leases, or at such lower rate or rates as may be authorized by law or regulation; provided, that for leases on which the royalty rate depends on the daily average production per well, said average production shall be determined in accordance with the operating regulations as though each participating area were a single consolidated lease.

Royalty due on account of State and privately owned lands shall

be computed and paid on the basis of all unitized substances allocated to such lands.

15. RENTAL SETTLEMENT. Rental 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 or minimum royalty for lands of the United States and Indian lands subject to this agreement shall be paid at the rate specified in the respective leases from the United States and Indians unless such rental or minimum royalty is waived, suspended, or reduced by law or by approval of the Secretary or his duly authorized representative.

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

16. 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 State or Federal law or regulation.

17. DRAINAGE. The Unit Operator shall take appropriate and adequate measures to prevent drainage of unitized substances from unitized land by wells on land not subject to this agreement or with the consent of the Director and the State Land Commissioner pursuant to applicable regulations pay a fair and reasonable compensatory royalty as determined by the Supervisor for Federal or Indian lands, or as approved by the State Land Commissioner for State land.

18. 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 of 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 as to Federal and Indian leases and the State Land Commissioner as to State leases, 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 or Indian leases and State 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 part or separately owned tract subject to this agreement, regardless of whether there is any development of any particular part or 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 and producing operations performed hereunder upon any tract of unitized lands will be accepted and deemed to be performed upon and for the benefit of each and every tract of unitized land, and no lease shall be deemed to expire by reason of failure to drill or produce wells situated on the land therein embraced.

(c) Suspension of drilling or producing operations on all unitized lands pursuant to direction or consent of the Secretary and the State Land Commissioner 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 land.

(d) Each lease, sublease or contract relating to the exploration, drilling, development or operation for oil or gas of lands other than those of the United States, and the Indians, committed to this agreement, 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) 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 provided therein until the termination hereof. Any other Federal or Indian lease committed hereto shall continue in force beyond the term so provided therein or by law as to the committed land so long as such land remains subject hereto, provided that production is had in paying quantities under this unit agreement prior to the expiration date of the term of such lease.

(f) Each sublease or contract relating to the operation and development of unitized substances from lands of the United States or the Indians 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 therein so that it shall be continued in full force and effect for and during the term of the underlying lease as such term is herein extended.

(g) The segregation of any Federal lease committed to this agreement is governed by the following provision in the fourth paragraph of Sec. 17 (b) of the Act, as amended by the Act of July 29, 1954 (68 Stat. 583, 585): "Any [Federal] lease 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 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."

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

19. COVENANTS RUN WITH LAND. The covenants herein shall be construed to be covenants running with the land with respect to the interest of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance, of interest in land or leases subject 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, royalty, or other interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, photostatic, or certified copy of the instrument of transfer.

20. EFFECTIVE DATE OF TERM. This agreement shall become effective upon approval by the Secretary or his duly authorized representative and shall terminate on the expiration of five (5) years from the effective date of this agreement unless (a) such date of expiration is extended by the Director and State Land Commissioner, or (b) it is reasonably determined prior to the expiration of the fixed term or any extension thereof that the unitized land is incapable of production of unitized substances in paying quantities in the formations tested hereunder and after notice of intention to terminate the agreement on such ground is given by the Unit Operator to all parties in interest at their

last known addresses, the agreement is terminated with the approval of the Director and State Land Commissioner, or (c) a valuable discovery of unitized substances has been made on unitized land during said initial term or any extension thereof, in which event the agreement shall remain in effect for such term and so long as unitized substances can be produced in paying quantities, i.e., in this particular instance in quantities sufficient to pay for the cost of producing same from wells on unitized land within any participating area established hereunder and, should production cease, so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as the unitized substances so discovered can be produced as aforesaid, or (d) it is terminated as heretofore provided in this agreement.

This agreement may be terminated at any time by not less than 75 per centum, on an acreage basis, of the owners of working interests signatory hereto, with the approval of the Director and State Land Commissioner; notice of any such approval to be given by the Unit Operator to all parties hereto.

21. RATE OF PROSPECTING, DEVELOPMENT, AND PRODUCTION. The Director is hereby vested with authority to alter or modify from time to time in his discretion the quantity and rate of production under this agreement when such quantity and rate are not fixed pursuant to Federal or State law or do not conform to any state-wide voluntary conservation or allocation program, which is established, recognized, and generally adhered to by the majority of operators in such State, such authority being hereby limited to alteration or 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. Without regard to the foregoing, the Director is also hereby vested with authority to alter or modify from time to time in his discretion the rate of prospecting and development and the quantity and rate of production under this agreement when such alteration or modification is in the interest of attaining the conservation objectives stated in this agreement and is not in violation of any applicable Federal or State law; provided, further, 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 State Land Commissioner and as to any lands of the State of New Mexico or privately-owned lands, if any, subject to this agreement as to the quantity and rate of production in the absence of specific written approval thereof by the State 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 15 days from notice.

22. DETERMINATIONS BY UNIT OPERATOR AND REVIEW THEREOF. Whenever a determination is required to be made in order to carry out the express terms of this agreement and the agreement does not specify by whom such determination shall be made, the Unit Operator is hereby authorized to make the necessary determination subject to approval of the Director in the manner hereinafter provided. Notice of any such determination by the Unit Operator, accompanied by data in support thereof, shall be furnished to the Director through the Supervisor. If, after reviewing all the available evidence, the Director finds that the determination reviewed is incorrect, he shall advise the Unit Operator accordingly, stating the reasons therefor, and thereupon such determination shall be of no force and effect.

The Unit Operator shall then make a new determination in conformity with the finding of the Director or appeal to the Secretary as provided in the Operating Regulations. All determinations made by the Unit Operator pursuant to this section shall be effective unless and until altered, modified, or rescinded as herein provided.

Any party hereto shall have the right to request the Director (such request to be accompanied by appropriate supporting evidence) to review any determination made by the Unit Operator pursuant to this section not previously reviewed on appeal to the Secretary. Such request will be granted or denied in the discretion of the Director within 60 days after being received. If denied, the requesting party shall have the right to appeal to the Secretary. If the request for review is granted and

thereafter the Director finds that the determination should be altered, modified, or rescinded, the Unit Operator shall be advised accordingly and shall either comply with the finding of the Director or appeal to the Secretary.

23. CONFLICT OF SUPERVISION. Neither 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 provision thereof to the extent that the said Unit Operator, working interest owners or any of them are hindered, delayed, or prevented from complying therewith by reason of failure of the Unit Operator to obtain, 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 thing concerning which it is required herein that such concurrence be obtained.

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

25. NOTICES. All notices, demands or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given if given in writing and personally delivered to the party or sent by postpaid registered mail, addressed to such party or parties at their respective 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 may have furnished in writing to party sending the notice, demand or statement.

26. 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 of the United States, or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive.

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

28. FAIR EMPLOYMENT. In connection with the performance of work under this agreement, the 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 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 the nondiscrimination clause.

The operator agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies

or raw materials.

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

30. NONJOINER AND SUBSEQUENT JOINER. If the owner of any substantial interest in a tract within the unit area fails or refuses to subscribe or consent to this agreement, the owner of the working interest in that tract may withdraw said tract from this agreement by written notice to the Director, the State Land Commissioner, and the Unit Operator prior to the approval of this agreement by the Director. Any oil or gas interests in lands within the unit area not committed hereto prior to submission of this agreement for final approval may thereafter be committed hereto by the owner or owners thereof subscribing or consenting to this agreement, and, if the interest is a working interest, by the owner of such interest also subscribing to the unit operating agreement. After operations are commenced hereunder, the right of subsequent joinder, as provided in this section, by a working interest owner is subject to such requirements or approvals, if any, pertaining to such joinder, as may be provided for in the unit operating agreement. Joinder by a nonworking interest owner must be consented to in writing by the working

interest owner committed hereto and responsible for the payment of any benefits that may accrue hereunder in behalf on such nonworking interest. Prior to final approval hereof, joinder by any owner of a nonworking interest must be accompanied by appropriate joinder by the owner of the corresponding working interest in order for the interest to be regarded as effectively committed hereto. Joinder to the unit agreement by a working-interest owner, at any time, must be accompanied by appropriate joinder to the unit operating agreement, if more than one committed working-interest owner is involved, in order for the interest to be regarded as effectively committed to this unit agreement. Except as may otherwise herein be provided subsequent joinders to this agreement shall be effective as of the first day of the month following the filing with the Supervisor, the State Land Commissioner, and the Commission of duly executed counterparts of all or any papers necessary to establish effective commitment of any tract to this agreement unless objection to such joinder is duly made within 60 days by the Director, State Land Commissioner or Commission.

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

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

If as a result of any such surrender, the working interest rights as to such lands become vested in any party other than the fee owner of the unitized substances, said party shall forfeit such rights and no further benefits from operations hereunder as to said land shall accrue to such party,

unless within ninety (90) days thereafter said party shall execute this agreement and the unit operating agreement as to the working interest acquired through such surrender, effective as though such land had remained continuously subject to this agreement and the unit operating agreement. And in the event such agreements are not so executed, the party next in the chain of title shall be and become the owner of such working interest at the end of such ninety (90) day period, with the same force and effect as though such working interest had been surrendered to such party.

If as the result of any such surrender or forfeiture the working interest rights as to such lands become vested in the fee owner of the unitized substances, such owner may:

(1) Execute this agreement and the unit operating agreement as a working interest owner, effective as though such land had remained continuously subject to this agreement and the unit operating agreement.

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

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

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

For any period the working interest in any lands are not expressly

committed to the unit operating agreement as the result of any such surrender or forfeiture, the benefits and obligations of operations accruing to such lands under this agreement and the unit operating agreement shall be shared by the remaining owners of unitized working interests in accordance with their respective participating working interest ownerships in any such participating area or areas, and such owners of working interests shall compensate the fee owner of unitized substances in such lands by paying sums equal to the rentals, minimum royalties, and royalties applicable to such lands under the lease in effect when the lands were unitized, as to such participating area or areas.

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

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

32. TAXES. Any and all ad valorem taxes payable in respect to the working interests committed to this agreement (and upon Lease Burdens which are not payable by the owners thereof) or upon materials, equipment or other property acquired and held by Unit Operator hereunder, and any and all taxes

(other than income taxes) upon or measured by unitized substances produced from the unit area which are not payable by the purchaser or purchasers thereof or by the owner of Lease Burdens shall be paid by Unit Operator as and when due and payable. Apportionment of the costs incurred in the payment of taxes as between the working interest parties shall be in accordance with the provisions of the unit operating agreement. Each working interest party shall promptly furnish Unit Operator with copies of notices, assessments, levies or tax statements received by it pertaining to the taxes to be paid by Unit Operator. Unit Operator shall make such returns, reports and statements as may be required by law in connection with any taxes above provided to be paid by it and shall furnish copies to the parties upon request. Unit Operator shall notify the parties of any tax which it does not propose to pay before such tax becomes delinquent.

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

UNIT OPERATOR AND WORKING INTEREST  
OWNER

SHELL OIL COMPANY

Witness: Michael M. Crawford

By M. W. Sheppard  
Manager, Land Department

Date: June 13, 1956

Address: 1008 West Sixth Street  
Los Angeles 54  
California

OTHER PARTIES

Witness: M. E. Boehmer

Date: 6-15-56

[Signature]

Address: 726 East Avenue Bldg - Dallas, Texas

Witness: M. E. Boehmer

Date: 6-15-56

[Signature]

Address: 936 East Avenue Bldg - Dallas, Texas

Witness: M. E. Boehmer

Date: 6-15-56

[Signature]

Address: Address Hotel - Dallas, Texas

Witness: John W. Finley

Date: 6-15-56

[Signature]

Address: 2831 Republic Bank Dallas, Texas

Witness: John W. Finley

Date: 6-15-56

[Signature]

Address: 4604 Park Lane Dallas, Texas

Witness: John A. Pace

Date: 6/15/56

[Signature]

Address: 1735 Republic Bank Bldg Dallas, Texas

Witness: J. M. Benah

Date: 6/15/56

[Signature]

Address: 2831 Rep. Bank Bldg Dallas, Texas

Witness: Patricia Hughes

Date: 6/17/56

[Signature]

Address: 2831 Republic Bank Bldg Dallas, Texas

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

Address: N. B. Garner + Earnie Lou Garner

Witness: F. W. Nanth

Date: 6-19-56

1206 Texas St Midland, Texas

Witness: F. W. Nanth

Date: 6-19-56

Address: Leah B Dourley 606 W Starry Midland Texas

Witness: Marian M. Postage

Date: 6/19/56

Address: Al C. Puckey Box 1681 Julie Fay West Midland, Texas

Witness: James A. O'Neill

Date: 6/19/56

Address: Reese Lane Box 832 Midland, Texas

Address: \_\_\_\_\_

OTHER PARTIES (Contd.)

Witness: F. W. Nautner  
Date: 19 June 1956

Lucille B. Cleveland  
Address: Lucille B. Cleveland

Witness: \_\_\_\_\_  
Date: \_\_\_\_\_

Box 46 - Midland Texas  
Address: \_\_\_\_\_

Witness: F. W. Nautner  
Date: 6-19-56

M. Mary Box 182  
MIDLAND TEXAS  
Address: Lucille C. Barron

Witness: F. W. Nautner  
Date: 6-19-56

Robert Murray Jackson <sup>1201 Bedford</sup>  
<sup>Midland, Texas</sup>  
Address: \_\_\_\_\_

Witness: F. W. Nautner  
Date: 6-19-56

Gerald J. - Gerald  
Elizabeth - Gerald  
Address: Box 1885, Midland, Texas

Witness: K. D. Monkress  
Date: 6-19-56

J. F. Postelle  
Address: Box 1267 Midland, Tex

Witness: F. W. Nautner  
Date: 6-19-56

Lillian B. Joubert  
Address: Box 67 Midland and Tex

Witness: K. D. Monkress  
Date: 6-19-56

Mrs Jessie Postelle  
J. F. Postelle  
Address: P.O. Box

Witness: K. D. Monkress  
Date: 6-19-56

Bertha K. Sill  
Address: Box 1625 - Midland, Tex

Witness: Virginia B. Prebet  
Date: 6-19-56

Katherine B. Yarbrough  
Address: Box 1471  
MIDLAND, TEXAS

Witness: F. W. Nautner  
Date: 6-19-56

H. J. Adams  
Address: Box 713, Midland Texas

Witness: F. W. Nautner  
Date: 6-20-56

J. D. Abby  
Kathryn D. Abby  
Address: Box 1854, Midland, 1442

Witness: \_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the CARSON Unit Area by SHELL OIL COMPANY, a Delaware Corporation, dated the 13th day of June, 195   , and now of record in Book                     , page                     , in the Office of the County Recorder of San Juan County, New Mexico, in

form approved by the Secretary of the Interior, or his duly authorized representative, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior, or his duly authorized representative, as applicable to said several lands and interests, agree that the drilling and development requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Witness: <u>Ann Jusko</u>	<u>J. Ralph Stewart</u> J. Ralph Stewart
Address: _____	
Witness: <u>Ann Jusko</u>	<u>Viola Stewart</u> Viola Stewart
Address: _____	Address: <u>P. O. Box 1254</u>
Date: _____	

STATE OF TEXAS )  
                          )  
COUNTY OF TOM GREEN)

On this 18th day of June, 1956, before me personally appeared J. Ralph Stewart and wife, Viola Stewart, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Evelyn S. Graham  
NOTARY PUBLIC EVELYN S. GRAHAM  
Tom Green County, Texas

My commission expires June 1, 1957.

CERTIFICATE OF APPROVAL  
 BY COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO  
 OF UNIT AGREEMENT FOR DEVELOPMENT AND OPERATION OF  
 CARSON UNIT AREA, SAN JUAN COUNTY, NEW MEXICO

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, an agreement for the development and operation of the Carson Unit Area, San Juan County, New Mexico dated \_\_\_\_\_ day of \_\_\_\_\_, 1956, in which the Shell Oil Company, a corporation, is designated as Operator, and which has been executed by various parties owning and holding oil and gas leases embracing lands within the Unit Area and upon examination of said Agreement, the Commissioner finds:

- (a) That such Agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said field;
- (b) That under the operations proposed, the State will receive its fair share of the recoverable oil or gas in place under its land in the area affected;
- (c) That the Agreement is in other respects for the best interest of the State;
- (d) That the Agreement provides for the unit operation of the field, for the allocation of production, and the sharing of proceeds from a part of the area covered by the Agreement on an acreage basis as specified in the Agreement.

NOW, THEREFORE, by virtue of the authority conferred upon me by the Laws of the State of New Mexico, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the above referred to Carson Unit Agreement as to the lands of the State of New Mexico committed thereto, and all oil and gas leases embracing lands of the State of New Mexico committed to said Agreement shall be and the same are hereby amended so that the provisions thereof will conform to the provisions of said Unit Agreement and so that the length of the secondary term of each such lease as to the lands within the unit area will be extended, insofar as necessary, to coincide with the terms of said Unit Agreement, and in the event the term of said Unit Agreement shall be extended as provided therein such extension shall also be effective to extend the term of each oil and gas lease embracing lands of the State of New Mexico committed to said Unit Agreement which would otherwise expire, so as to coincide with the extended term of such Unit Agreement.

IN WITNESS WHEREOF, this certificate of approval is executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 1956.

\_\_\_\_\_  
 Commissioner of Public Lands of the  
 State of New Mexico

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CERTIFICATION-DETERMINATION

Pursuant to the authority vested in the Secretary of the Interior under the Allotted Land Mineral Leasing Act of March 3, 1909, (35 Stat. 783, 25 U.S.C. Sec. 396) as to certain restricted allotted Indian lands and delegated to the Commissioner of Indian Affairs by Departmental Order 2508 of January 11, 1949 (14 Fed. Reg. 258-260) and

Pursuant to the authority vested in the Secretary of the Interior, under the Act approved February 25, 1920, 41 Stat. 437, as amended, 30 U.S.C. Secs. 181, et seq., and delegated to the Director of the Geological Survey pursuant to Departmental Order No. 2365 of October 8, 1947, 43 C.F.R., Sec. 4.6111, 12 F.R. 6784, we do hereby:

A. Approve the attached agreement for the development and operation of the Carson 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.

D. Certify and determine that the drilling, producing, rental, and royalty provisions of all Indian leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of this agreement.

Dated:

\_\_\_\_\_  
Commissioner of Indian Affairs

Dated:

\_\_\_\_\_  
Director, United States Geological Survey.

(Shell Land Manager)  
(New Mexico & Wyoming)

STATE OF CALIFORNIA )  
                                  )    ss.  
COUNTY OF LOS ANGELES)

On this 13<sup>th</sup> day of June, 1956,

before me appeared M. W. Sheppard, Jr., to me personally known, who, being by me duly sworn, did say that he is the Manager, Land Department, Los Angeles Office of Shell Oil Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said M. W. Sheppard, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 13<sup>th</sup> day of June, A.D. 1956.

*Mildred M. Crawford*

Notary Public in and for said  
County and State

My Commission expires  
Dec. 12, 1958

\_\_\_\_\_

STATE OF Texas )  
COUNTY OF Dallas ) ss.

On this 15 day of June, 19 56 before me personally appeared

G. E. HALL and CHRISTINE B. HALL, his wife  
and \_\_\_\_\_, his wife  
and C. B. YARBROUGH, his wife

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal this 15 day of June 19 56.

Elaine Heldon  
Notary Public

My Commission Expires 6-1-57

Residing at Dallas, Texas

STATE OF Texas )  
COUNTY OF Dallas ) ss.

On this 15 day of June, 19 56 before me personally appeared

Robert Minis and \_\_\_\_\_, his wife  
Frank A. Schulty and Henrietta E. Schulty, his wife  
Robert S. Phillips and Faivel M. Phillips, his wife

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal this 15 day of June 19 56.

John W. Finley  
Notary Public

My Commission Expires 6-1-57

Residing at Dallas Texas

STATE OF Texas )  
COUNTY OF Dallas ) ss.

On this 15<sup>th</sup> day of June, 1956 before me

personally appeared

Betty Jean Mudge and \_\_\_\_\_, ~~his~~ wife  
\_\_\_\_\_ and \_\_\_\_\_, ~~his~~ wife  
\_\_\_\_\_ and \_\_\_\_\_, ~~his~~ wife

to me known to be the persons described in and who executed the fore-  
going instrument, and acknowledged that ~~they~~ <sup>she</sup> executed the same as ~~their~~ <sup>her</sup>  
free act and deed.

Given under my hand and seal this 15<sup>th</sup> day of June  
1956.

Dixie Virginia Branch  
Notary Public

My Commission Expires

June 1, 1957

Residing at Dallas, Texas

STATE OF Texas )  
COUNTY OF Dallas ) ss.

On this 18 day of June, 1956 before me

personally appeared

E. W. Mudge Jr. and \_\_\_\_\_, his wife  
\_\_\_\_\_ and \_\_\_\_\_, his wife  
\_\_\_\_\_ and \_\_\_\_\_, his wife

to me known to be the persons described in and who executed the fore-  
going instrument, and acknowledged that they executed the same as their  
free act and deed.

Given under my hand and seal this 18 day of June  
1956.

John W. Finlay  
Notary Public

My Commission Expires

6-1-57

Residing at Dallas, Texas

(New Mexico - Man & Wife)

STATE OF Texas )  
COUNTY OF Midland ) ss.

On this 19 day of June, 1956 before me personally appeared

N. B. Garner and Carnie Lou Garner, his wife  
REESE CLEVELAND and ROZELLE B. CLEVELAND, his wife  
Harry Adams and \_\_\_\_\_, his wife

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal this 19 day of June 1956.

Grace L. Hoffman  
Notary Public  
Grace L. Hoffman, Notary Public  
for and for Midland, County, Texas

My Commission Expires  
6-1-57

Residing at Midland, Texas

STATE OF Texas )  
COUNTY OF Midland ) ss.

On this 19 day of June, 1956 before me personally appeared

Hal C. Peck and Josie Fay Peck, his wife  
\_\_\_\_\_ and \_\_\_\_\_, his wife  
\_\_\_\_\_ and \_\_\_\_\_, his wife

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal this 19 day of June 1956.

Marian M. Partridge  
Notary Public

My Commission Expires  
6-1-57

Residing at Midland, Texas

(New Mexico Individual)

STATE OF Texas )  
COUNTY OF Dallas ) ss.

The foregoing instrument was acknowledged before me this  
15 day of June, 1956 by \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for said  
County and State.

My Commission expires \_\_\_\_\_

STATE OF Texas )  
COUNTY OF Midland ) ss.

The foregoing instrument was acknowledged before me this  
19th day of June, 1956 by \_\_\_\_\_  
Ralph Lowe

Betty Rice  
Notary Public in and for said  
County and State.

Betty Rice  
Notary Public, in and for  
Midland County, Texas  
My Commission expires June 1, 1957

My Commission expires \_\_\_\_\_

STATE OF Texas )  
COUNTY OF Midland ) ss.

The foregoing instrument was acknowledged before me this  
19th day of June, 1956 by \_\_\_\_\_  
Leah B. Downey, widow of F. J. Downey

Marian M. Partridge  
Notary Public in and for said  
County and State.

My Commission expires 6-1-57

(New Mexico Individual)

STATE OF TEXAS )  
COUNTY OF MIDLAND ) ss.

The foregoing instrument was acknowledged before me this  
19 day of JUNE, 1956 by

R. A. Barron &  
Lucille C. Barron, his wife

Ruth Brumby  
Notary Public in and for said  
County and State.

NOTARY PUBLIC  
MIDLAND COUNTY TEXAS

My Commission expires JUNE 15 1957

STATE OF TEXAS )  
COUNTY OF MIDLAND ) ss.

The foregoing instrument was acknowledged before me this  
19 day of JUNE, 1956 by

\_\_\_\_\_

Ruth Brumby  
Notary Public in and for said  
County and State.

NOTARY PUBLIC  
MIDLAND COUNTY TEXAS

My Commission expires JUNE 15 1957

STATE OF Texas )  
COUNTY OF Midland ) ss.

The foregoing instrument was acknowledged before me this  
19th day of June, 1956 by

Katherine B. Yarbrough

V. Fickett V. FICKETT  
Notary Public in and for said  
County and State.

My Commission expires 6-1-57

MLD-41 NEW MEXICO  
(Single-2)

STATE OF Texas  
COUNTY OF Midland

On this the 19 day of June, 1956  
before me personally appeared ~~Donald Fitz Gerald & Elizabeth Fitz Gerald~~  
hus wife; J.R. Martin & Lucille Martin, his wife  
to me personally known to be the person 5 described in  
and who executed the foregoing instrument, and acknowledged that  
they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and  
official seal on the day and year in this certificate first above  
written.

Keith [Signature]  
Notary Public in and for \_\_\_\_\_  
County \_\_\_\_\_ TEXAS

My commission expires 6-1-57.

STATE OF Texas  
COUNTY OF Midland

On this the 19 day of June, 1956  
before me personally appeared ~~Walter Powell & Lillian Powell his wife; J.F.~~  
Postelle & Jessie Postelle, his wife; P.O. Sill & Bertha L. Sill, his wife  
to me personally known to be the person 5 described in  
and who executed the foregoing instrument, and acknowledged that  
they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and  
official seal on the day and year in this certificate first  
above written.

Keith [Signature]  
Notary Public in and for \_\_\_\_\_  
County \_\_\_\_\_

My commission expires 6-1-57.

(New Mexico Individual)

STATE OF Texas )  
COUNTY OF Midland ) ss.

The foregoing instrument was acknowledged before me this  
21 day of June, 19 56 by \_\_\_\_\_

J. C. Ashby & Kathryn D. Ashby, his wife

Jean Skene  
Notary Public in and for said  
County and State.

My Commission expires June 1, 1957

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for said  
County and State.

My Commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for said  
County and State.

My Commission expires \_\_\_\_\_



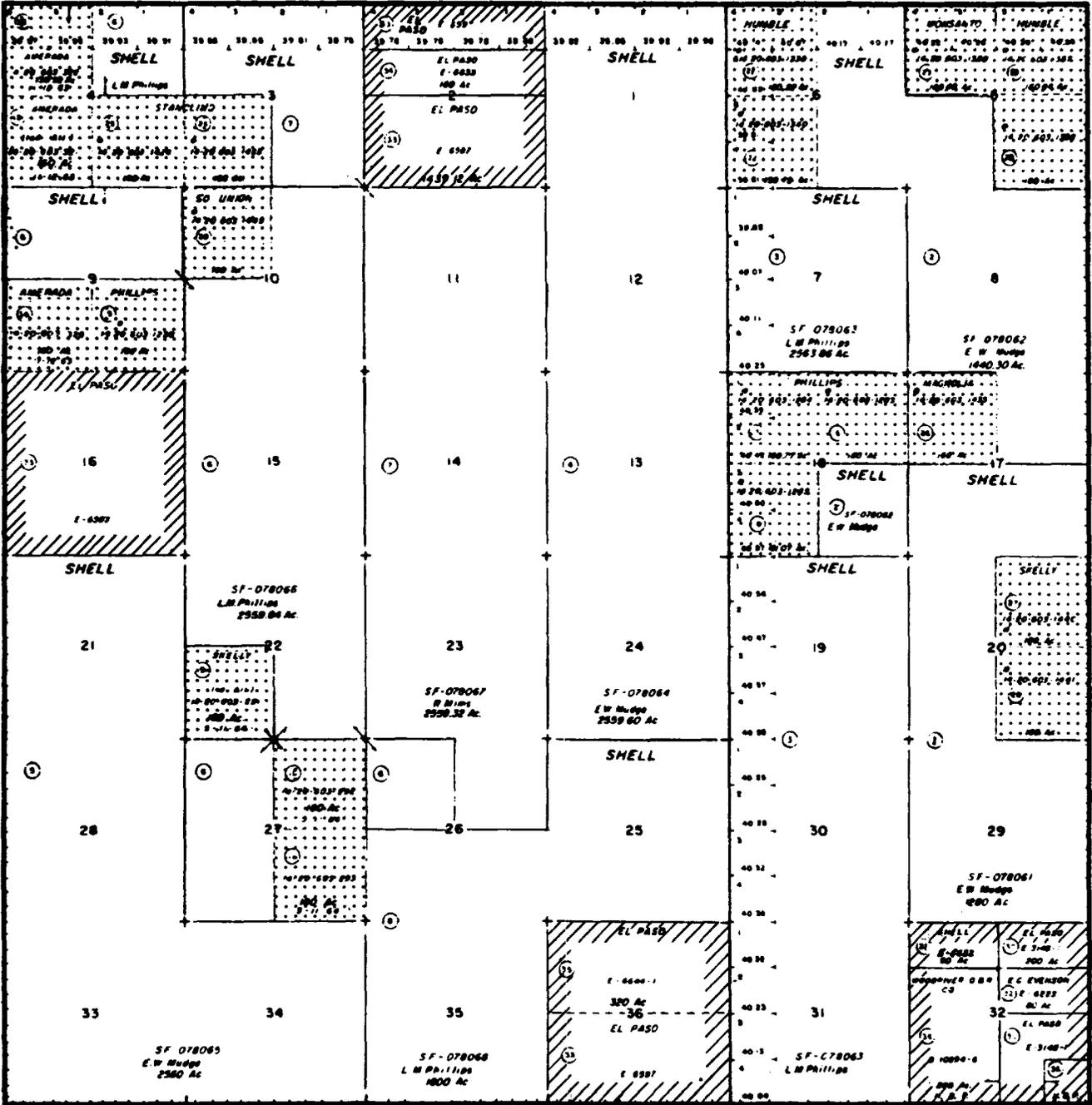


R 12 W

R 11 W

T 25 N

T 25 N



ALLOTMENTS SOLD AT NAVAJO INDIAN  
 SALE NO 34 OCT 29 1955 - APPROVAL  
 PENDING

- LEGEND -

- FEDERAL LANDS
- INDIAN ALLOTTED LANDS
- STATE LANDS
- UNIT OUTLINE
- TRACT NUMBER

<b>SHELL OIL COMPANY</b> SALT LAKE CITY DIVISION	
<b>EXHIBIT "A"</b> CARSON UNIT SAN JUAN COUNTY, NEW MEXICO	
DRAFTING BY:	SCALE:
APPROVED BY:	ISSUED:
<b>LAND DEPARTMENT</b>	

CARSON UNIT  
SAN JUAN COUNTY, NEW MEXICO

EXHIBIT B

Tract Number	Description	No. of Acres	Ser. No. & Date of Lease	Base Royalty & Percentage	Lessee of Record	Overriding Royalty & Percentage	Working Interest & Percentage
<u>FEDERAL LANDS</u>							
1.	T.25 N., R. 11 W., N.M.P.M. Section 17: S-1/2 Section 20: W-1/2 Section 29: All	1280.00	SF-078061 2-1-48	U.S. 12-1/2%	E. W. Mudge, Jr.	N. B. Garner 3-1/2% E. W. Mudge, Jr. **1-1/2%	*Shell Oil Company 100%
2.	T.25 N., R. 11 W., N.M.P.M. Section 5: SW-1/4 Section 6: Lots 1, 2, S-1/2 NE-1/4, SE-1/4 (E-1/2)	1440.30	SF-078062 2-1-48	U.S. 12-1/2%	E. W. Mudge, Jr.	G. E. Hall 3-1/2% E. W. Mudge, Jr. **1-1/2%	*Shell Oil Company 100%
3.	T. 25 N., R. 11 W., N.M.P.M. Section 7: Section 19: Section 30: Section 31:	2563.86	SF-078063 2-1-48	U.S. 12-1/2%	Louise M. Phillips	J. Ralph Stewart 3-1/2% Louise M. Phillips **1-1/2%	*Shell Oil Company 100%
4.	T. 25 N., R. 12 W., N.M.P.M. Section 1: Lots 1, 2, 3, 4, S-1/2 N-1/2, S-1/2 (All)	2559.60	SF-078064 2-1-48	U.S. 12-1/2%	E. W. Mudge, Jr.	Ralph Lowe 3-1/2% E. W. Mudge, Jr. **1-1/2%	*Shell Oil Company 100%

Garson Unit  
San Juan County, New Mexico  
Exhibit B (Contd.)

<u>Tract Number</u>	<u>Description</u>	<u>No. of Acres</u>	<u>Ser. No. &amp; Date of Lease</u>	<u>Base Royalty &amp; Percentage</u>	<u>Lessee of Record</u>	<u>Overriding Royalty &amp; Percentage</u>	<u>Working Interest &amp; Percentage</u>
<u>Federal Lands (Contd.)</u>							
5.	T. 25 N., R. 12 W., N.M.P.M. Section 21: All Section 28: All Section 33: All Section 34: All	2560.00	SF-078065 2-1-48	U.S. 12-1/2%	E. W. Mudge, Jr.	Hal C. Peck 3-1/2% E. W. Mudge, Jr. **1-1/2%	*Shell Oil Company 100%
6.	T. 25 N., R. 12 W., N.M.P.M. Section 4: Lots 1, 2, S-1/2 NE-1/4 (NE-1/4) Section 9: N-1/2 Section 10: NE-1/4, S-1/2 Section 15: All Section 22: N-1/2, SE-1/4 Section 26: NW-1/4 Section 27: W-1/2	2559.84	SF-078066 2-1-48	U.S. 12-1/2%	Louise M. Phillips	Harry Adams 3-1/2% Louise M. Phillips **1-1/2%	*Shell Oil Company 100%
7.	T. 25 N., R. 12 W., N.M.P.M. Section 3: Lots 1,2,3,4, S-1/2 N-1/2, (N-1/2) SE-1/4 Section 11: All Section 14: All Section 23: All Section 26: NE-1/4	2559.32	SF-078067 2-1-48	U.S. 12-1/2%	Robert Mims	F. J. Downey 3-1/2% Robert Mims **1-1/2%	*Shell Oil Company 100%

Carson Unit  
San Juan County, New Mexico  
Exhibit B (Contd.)

Tract Number	Description	No. of Acres	Ser. No. & Date of Lease	Base Royalty & Percentage	Lessee of Record	Overriding Royalty & Percentage	Working Interest & Percentage
<u>Federal Lands (Contd.)</u>							
8.	T. 25 N., R. 12 W., N.M.P.M. Section 25: All Section 26: S-1/2 Section 35: All	1600.00	SF-078068 2-1-48	U.S. 12-1/2%	Louise M. Phillips	C. B. Yarr- brough 3-1/2% Louise M. Phillips **1-1/2%	*Shell Oil Company 100%

TOTAL FEDERAL LANDS 17,122.92 acres

74.30% of Unit Area

INDIAN ALLOTTED LANDS

9.	T. 25 N., R. 12 W., N.M.P.M. Section 22: SW-1/4	160.00	14-20-603-291 5-11-54	Nah-clen-muz- pah 12-1/2%	Skelly Oil Company	None	Skelly Oil Company 100%
10.	T. 25 N., R. 12 W., N.M.P.M. Section 27: NE-1/4	160.00	14-20-603-292 5-11-54	Hostein-bele- clun Bemilly 12-1/2%	Skelly Oil Company	None	Skelly Oil Company 100%
11.	T. 25 N., R. 12 W., N.M.P.M. Section 27: SE-1/4	160.00	14-20-603-293 5-11-54	Nah-te-yah- nele-wood 12-1/2%	Skelly Oil Company	None	Skelly Oil Company 100%
12.	T. 25 N., R. 12 W., N.M.P.M. Section 4: SW-1/4	160.00	14-20-603-321 11-12-53	Ath-jop-pah 12-1/2%	Amerada Oil Company	None	Amerada Oil Company 100%
13.	T. 25 N., R. 12 W., N.M.P.M. Section 4: Lots 3, 4, S-1/2 NW-1/4 (NW-1/4)	159.92	14-20-603-322 11-12-53	San Hostein- not-domne Bemilly 12-1/2%	Amerada Oil Company	None	Amerada Oil Company 100%

Carson Unit  
San Juan County, New Mexico  
Exhibit B (Contd.)

<u>Tract Number</u>	<u>Description</u>	<u>No. of Acres</u>	<u>Ser. No. &amp; Date of Lease</u>	<u>Base Royalty &amp; Percentage</u>	<u>Lessee of Record</u>	<u>Overriding Royalty &amp; Percentage</u>	<u>Working Interest &amp; Percentage</u>
<u>Indian Allotted Lands (Contd.)</u>							
14.	T. 25 N., R. 12 W., N.M.P.M. Section 9: SW-1/4	160.00	14-20-603-326 11-12-53	I-ni-pah or Joan 12-1/2%	Amerada Oil Company	None	Amerada Oil Company 100%
15.	T. 25 N., R. 12 W., N.M.P.M. Section 9: SE-1/4	160.00	14-20-603-1228 ***	I-tah-nip (Mary) 12-1/2%	Phillips Petroleum Company	None	Phillips Petroleum Company 100%
16.	T. 25 N., R. 11 W., N.M.P.M. Section 18: NE-1/4	160.00	14-20-603-1283 ***	Nah-ti-ye-ca wood Price 12-1/2%	Phillips Petroleum Company	None	Phillips Petroleum Company 100%
17.	T. 25 N., R. 11 W., N.M.P.M. Section 18: Lots 1, 2, E-1/2 NW-1/4 (NW-1/4)	160.77	14-20-603-1284 ***	Hoska-ge-hos-wood 12-1/2%	Phillips Petroleum Company	None	Phillips Petroleum Company 100%
18.	T. 25 N., R. 11 W., N.M.P.M. Section 18: Lots 3, 4, E-1/2 SW-1/4 (SW-1/4)	161.07	14-20-603-1285 ***	Uska-ye-ni-sa 12-1/2%	Phillips Petroleum Company	None	Phillips Petroleum Company 100%
19.	T. 25 N., R. 11 W., N.M.P.M. Section 5: Lots 1, 2, S-1/2 NE-1/4 (NE-1/4)	160.64	14-20-603-1337 ***	Yah-nei-bah or Herrylett 12-1/2%	Humble Oil Company	None	Humble Oil Company 100%
20.	T. 25 N., R. 11 W., N.M.P.M. Section 5: SE-1/4	160.00	14-20-603-1338 ***	Al-so-ah or Dolly 12-1/2%	Humble Oil Company	None	Humble Oil Company 100%

Garrison Unit  
San Juan County, New Mexico  
Exhibit B (Contd.)

Page 5

Tract Number	Description	No. of Acres	Ser. No. & Date of Lease	Base Royalty & Percentage	Lessee of Record	Overriding Royalty & Percentage	Working Interest & Percentage
<u>Indian Allotted Lands (Contd.)</u>							
21.	T. 25 N., R. 11 W., N.M.P.M. Section 6: Lots 3, 4, 5, SE-1/4 NW-1/4 (NW-1/4)	160.22	14-20-603-1339 ***	Hh-ge-di-pah or Hattie Pierce Jaquez 12-1/2%	Humble Oil Company	None	Humble Oil Company 100%
22.	T. 25 N., R. 11 W., N.M.P.M. Section 6: Lots 6, 7, E-1/2 SW-1/4 (SW-1/4)	159.72	14-20-603-1340 ***	Glip-pah Price 12-1/2%	Humble Oil Company	None	Humble Oil Company 100%
23.	T. 25 N., R. 11 W., N.M.P.M. Section 5: Lots 3, 4, S-1/2 NW-1/4 (NW-1/4)	160.48	14-20-603-1359 ***	Yieyth-pah or Farina 12-1/2%	Monsanto Chemical Company	None	Monsanto Chemical Company 100%
24.	T. 25 N., R. 12 W., N.M.P.M. Section 3: SW-1/4	160.00	14-20-603-1423 ***	Ka-da-pah 12-1/2%	Stanolind Oil and Gas Company	None	Stanolind Oil and Gas Company 100%
25.	T. 25 N., R. 12 W., N.M.P.M. Section 4: SE-1/4	160.00	14-20-603-1424 ***	Se-ni-da-pah 12-1/2%	Stanolind Oil and Gas Company	None	Stanolind Oil and Gas Company 100%
26.	T. 25 N., R. 11 W., N.M.P.M. Section 17: NW-1/4	160.00	14-20-603-1435 ***	Sanda Wall 12-1/2%	Magnolia Petroleum Company	None	Magnolia Petroleum Company 100%
27.	T. 25 N., R. 11 W., N.M.P.M. Section 20: NE-1/4	160.00	14-20-603-1440 ***	Uska-ye-ni-sa 12-1/2%	Skelly Oil Company	None	Skelly Oil Company 100%
28.	T. 25 N., R. 11 W., N.M.P.M. Section 20: SE-1/4	160.00	14-20-603-1441 ***	Ray Ganuto 12-1/2%	Skelly Oil Company	None	Skelly Oil Company 100%
29.	T. 25 N., R. 12 W., N.M.P.M. Section 10: NW-1/4	160.00	14-20-603-1449 ***	Ka-gee-pah 12-1/2%	Southern Union Gas Company	None	Southern Union Gas Company 100%

TOTAL INDIAN ALLOTTED LANDS 3,362.82 acres 14.59% of Unit Area

Carson Unit  
San Juan County, New Mexico  
Exhibit B (Contd.)

<u>Tract Number</u>	<u>Description</u>	<u>No. of Acres</u>	<u>Ser. No. &amp; Date of Lease</u>	<u>Base Royalty &amp; Percentage</u>	<u>Lessee of Record</u>	<u>Overriding Royalty &amp; Percentage</u>	<u>Working Interest &amp; Percentage</u>
<u>STATE LANDS</u>							
30.	T. 25 N., R. 11 W., N.M.P.M. Section 32: N-1/2 NE-1/4, N-1/2 SE-1/4, SW-1/4 SE-1/4	200.00	E-3148-1 12-10-49	State of New Mexico 12-1/2%	El Paso Natural Gas Company	John Burroughs 5%	El Paso Natural Gas Company 100%
31.	T. 25 N., R. 11 W., N.M.P.M. Section 32: N-1/2 NW-1/4	80.00	E-5622-1 10-1-51	State of New Mexico 12-1/2%	Shell Oil Company	Henry A. Mylander, Individually and as Surviving Executor of the Estate of Kate E. Mylander 4%	Shell Oil Company 100%
32.	T. 25 N., R. 11 W., N.M.P.M. Section 32: S-1/2 NE-1/4	80.00	E-6223 5-16-52	State of New Mexico 12-1/2%	Edward C. Evensen	None	Edward C. Evensen 100%
33.	T. 25 N., R. 12 W., N.M.P.M. Section 2: Lots 1,2,3,4; (N-1/2 N-1/2) S-1/2 Section 16: All Section 36: S-1/2	1439.12	E-6597 10-7-52	State of New Mexico 12-1/2%	Laurence C. Kelly, Trustee and El Paso Natural Gas Company	J.D. Middleton 1/4 of 1% Laurence C. Kelly 5% in all of lease except S-1/2 of Section 16, T. 25 N., R. 12 W. 17-1/2% in S-1/2 Section 16 above Gallup sandstone formation. 10% in S-1/2 Section 16 below Gallup sandstone formation.	Laurence C. Kelly 50% El Paso Natural Gas Company 50%

Carson Unit  
San Juan County, New Mexico  
Exhibit B (Contd.)

<u>Tract Number</u>	<u>Description</u>	<u>No. of Acres</u>	<u>Ser. No. &amp; Date of Lease</u>	<u>Base Royalty &amp; Percentage</u>	<u>Lessee of Record</u>	<u>Overriding Royalty &amp; Percentage</u>	<u>Working Interest &amp; Percentage</u>
<u>State Lands (Contd.)</u>							
34.	T. 25 N., R. 12 W., N.M.P.M. Section 2: S-1/2 N-1/2	160.00	E-6633 11-10-52	State of New Mexico 12-1/2%	El Paso Natural Gas Company	None	El Paso Natural Gas Company 100%
35.	T. 25 N., R. 12 W., N.M.P.M. Section 36: N-1/2	320.00	E-6644-1 11-14-52	State of New Mexico 12-1/2%	Laurence C. Kelly, Trustee	Laurence C. Kelly 2%	Laurence C. Kelly 100% pp
36.	T. 25 N., R. 11 W., N.M.P.M. Section 32: S-1/2 NW-1/4, SW-1/4, SE-1/4 SE-1/4	280.00	B-10894-6 1-1-44 p	State of New Mexico 12-1/2%	Woodriver Oil and Refining Company, Inc., and Eldorado Refining Company	None	Woodriver Oil and Refining Company 50% Eldorado Refining Company 50%
		TOTAL STATE LANDS	2,559.12 acres			11.11% of Unit Area	
		TOTAL UNIT AREA	23,044.86 acres				

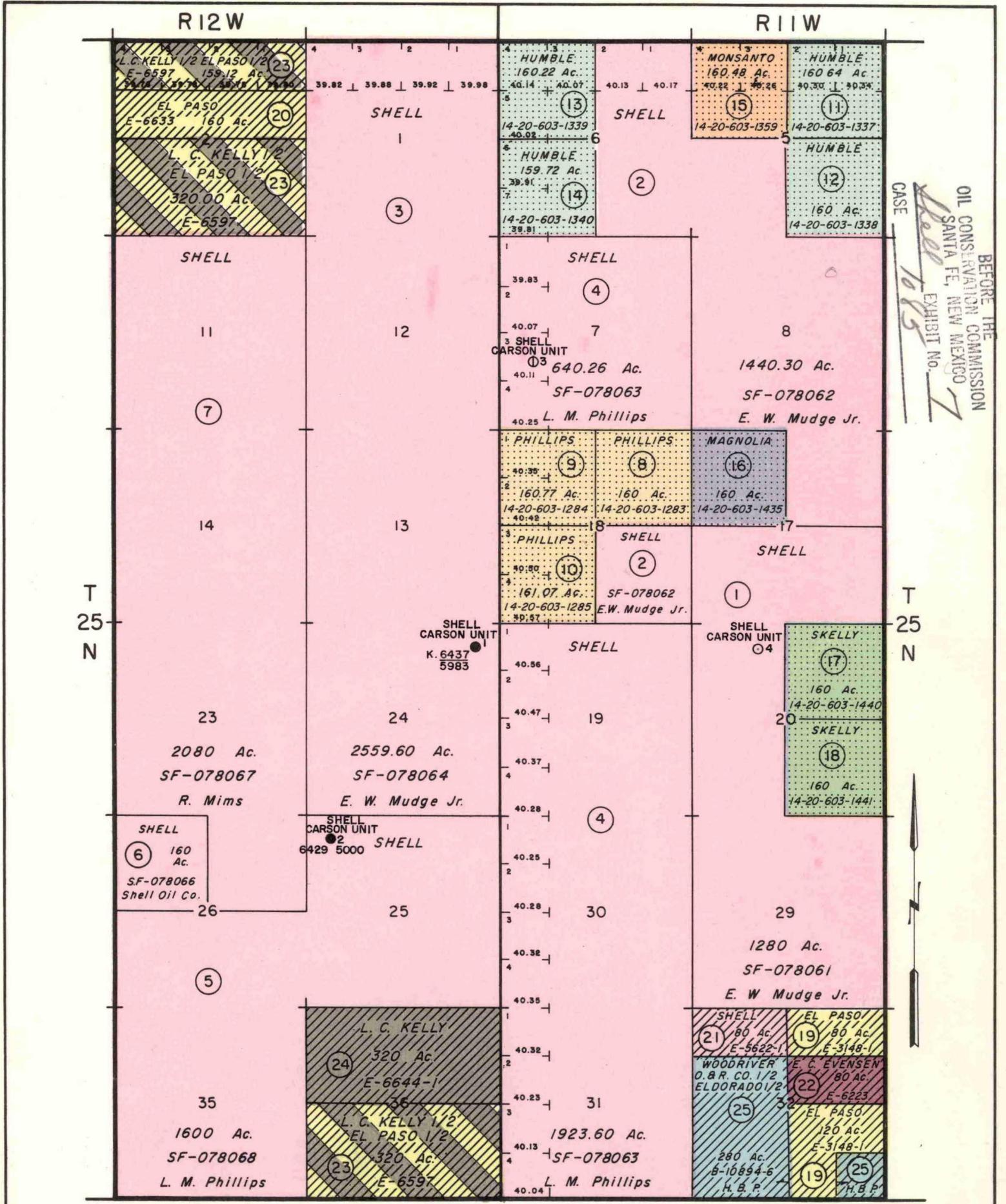
\*Held under option which provides for assignment with a reservation by the Assignor of the overriding royalty shown herein. Upon approval of the within Unit Agreement by the Secretary of the Interior or his delegated representative, Shell will promptly exercise the option to take assignment for the purpose of vesting in it, subject to Bureau of Land Management approval, the 100% working interest shown herein.

\*\*Oil payment of 1-1/2% of net proceeds. Not to exceed \$100.00 per acre.

\*\*\*Lease sold at Navajo Indian Sale No. 54 on October 27, 1955. Effective lease date will be date of approval.

pHeld by Production.

ppRefer to Operating Agreement dated April 25, 1955 between Laurence C. Kelly and El Paso Natural Gas Company.



BEFORE THE  
 OIL CONSERVATION COMMISSION  
 SANTA FE, NEW MEXICO  
 CASE 1085 EXHIBIT No. 7

- EL PASO
- EVENSEN
- HUMBLE
- KELLY
- MAGNOLIA

- MONSANTO
- PHILLIPS
- SHELL
- SKELLY
- WOODRIVER O & R. 1/2  
ELDORADO 1/2

- TRACT NUMBER AS LISTED ON EXHIBIT "B"
- FEDERAL LANDS
- INDIAN ALLOTTED LANDS
- STATE LANDS
- UNIT OUTLINE

**EXHIBIT "A"**  
**CARSON UNIT**  
 SAN JUAN CO., NEW MEXICO  
 0' 660' 1320' 2640' 5280'  
 SCALE IN FEET

Entered Sept. 17, 1956

A.F.P.

BEFORE THE OIL CONSERVATION COMMISSION  
OF THE STATE OF NEW MEXICO

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

CASE NO. 1085  
Order No. R-828-A

THE APPLICATION OF SHELL OIL  
COMPANY FOR THE APPROVAL OF THE  
CARSON UNIT AGREEMENT, EMBRACING  
15,366 ACRES, MORE OR LESS, LOCATED  
IN TOWNSHIP 25 NORTH, RANGE 11 WEST  
AND TOWNSHIP 25 NORTH, RANGE 12 WEST,  
NMPM, SAN JUAN COUNTY, NEW MEXICO.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 10 o'clock a.m. on June 21, 1956 and at 9:00 o'clock a.m. on September 9, 1956, at Santa Fe, New Mexico, before Warren W. Mankin, Examiner duly appointed by the Oil Conservation Commission of New Mexico, in accordance with Rule 1214 of the Commission's Statewide Rules and Regulations.

NOW, on this \_\_\_\_\_ day of September, 1956, the Oil Conservation Commission of New Mexico, a quorum being present, having considered the application, the evidence presented and the recommendations of the Examiner, Warren W. Mankin, and being fully advised in the premises,

FINDS:

- (1) That due public notice having been given as required by law, the Commission has jurisdiction of this cause and the subject matter thereof.
- (2) That the applicant has requested an amended order redefining the horizontal limits of the Carson Unit Area.
- (3) That the proposed unit plan will in principle tend to promote the conservation of oil and gas and the prevention of waste.

IT IS THEREFORE ORDERED:

SECTION 1. That Order R-828, entered June 22, 1956, be and the same is hereby superseded.

SECTION 2. That this order shall be known as the

CARSON UNIT AGREEMENT ORDER

SECTION 3. (a) That the project herein referred to shall be known as the Carson Unit Agreement and shall hereafter be referred to as the "Project."

BEFORE THE OIL CONSERVATION DIVISION  
Santa Fe, New Mexico  
Exhibit No. B4  
Submitted by: DJR Operating, LLC  
Hearing Date: January 5, 2023  
Case No. 23282

-2-  
Order No. R-828-A

(b) That the plan by which the project shall be operated shall be embraced in the form of a unit agreement for the development and operation of the Carson Unit Area, referred to in the petitioner's petition and filed with said petition, and such plan shall be known as the Carson Unit Agreement Plan.

SECTION 4. That the Carson Unit Agreement Plan shall be, and hereby is, approved in principle as a proper conservation measure; provided, however, that notwithstanding any of the provisions contained in said unit agreement, this approval shall not be considered as waiving or relinquishing in any manner, any right, duties or obligations which are now, or may hereafter, be vested in the New Mexico Oil Conservation Commission by law relative to the supervision and control of operations for exploration and development of any lands committed to said Carson Unit Agreement, or relative to the production of oil or gas therefrom.

SECTION 5. That the Unit Area shall be:

NEW MEXICO PRINCIPAL MERIDIAN

TOWNSHIP 25 NORTH, RANGE 11 WEST

All of Sections 5 to 8, inclusive;  
17 to 20 inclusive; and 29 to 32  
inclusive;

TOWNSHIP 25 NORTH, RANGE 12 WEST

All Section 1; All Section 2;  
All Sections 11 through 14 inclusive;  
All Sections 23 through 26 inclusive;  
All Section 35; All Section 36;

containing 15,366 acres, more or less.

SECTION 6. That the unit operator shall file with the Commission an executed original or executed counterpart of the Carson Unit Agreement within 30 days after the effective date thereof.

SECTION 7. That any party owning rights in the unitized substances who does not commit such rights to said unit agreement before the effective date thereof, may thereafter become a party thereto by subscribing to such agreement or counterpart thereof, or by ratifying the same. The unit operator shall file with the Commission within 30 days an original of any such counterpart of ratification.

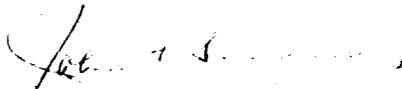
SECTION 8. That this order shall become effective upon approval of said unit agreement by the Commissioner of Public Lands of the State of New Mexico and the Director of the United

-3-  
Order No. R-828-A

States Geological Survey and shall terminate ipso facto upon the termination of said unit agreement. The last unit operator shall immediately notify the Commission in writing of such termination.

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

STATE OF NEW MEXICO  
OIL CONSERVATION COMMISSION

  
JOHN F. SIMMS, Chairman

  
E. S. WALKER, Member

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

S E A L

ir/

**AMENDMENT TO UNIT AGREEMENT**  
**CARSON UNIT NMNM 078385X**

This Amendment to Unit Agreement (“Amendment”) is made and entered into by and among the signatory parties hereto and made effective as of **July 1, 2022**. The signatory parties hereto may sometimes be referred to herein as “Parties”.

WITNESSETH:

THAT, WHEREAS, the Carson Unit Agreement, designated Serial Number NMNM 078385X (“Unit Agreement”), was entered into effective November 15, 1956 to cover all depths and formations underlying the lands committed thereto and currently covers 7,084.13 surface acres, more or less and has been vertically contracted to only cover the “Mancos Formation” as further defined below (the “Unit”); and,

WHEREAS, Carson Unit Gallup Participating Area, designated Serial Number NMNM 078385A, was established effective December 1, 1961 and currently encompasses 7,084.13 surface acres, more or less, and remains active producing participating area under the Unit, and has been renamed the Carson Unit Mancos Participating Area; and,

WHEREAS, Carson Unit Dakota Participating Area, designated Serial Number NMNM 078385B, was established effective July 25, 1973 encompassing 360.00 surface acres, more or less, has been terminated; and,

WHEREAS, Carson Unit WAW Fruitland-PC Participating Area, designated Serial Number NMNM 078385C, was established effective August 13, 1977 and encompassing 1,000.00 surface acres, more or less, has been terminated; and,

WHEREAS, Carson Unit Basin Fruitland Participating Area, designated Serial Number NMNM 078385D, was established effective June 1, 1990 and encompassing 600.00 surface acres, more or less, has been terminated; and,

WHEREAS, the Parties as the owners of one hundred percent (100%) title to the leasehold working interest rights in the under the oil and gas leases committed to the Unit desire to amend the Unit Agreement to create a unitized environment to support the continued development of the Mancos Formation (defined below) through horizontal drilling.

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree that the Unit Agreement for the Unit shall be amended as follows:

1. The following terms, as used in the Unit Agreement or this Amendment, shall be defined as follows:

*“Supervisor” or “Director of the Geological Survey” or “Director” or “Authorized Officer” or “AO” shall mean the authorized officer delegated by the Bureau of Land Management to perform the action(s) or duty(ies) provided herein.*

*“State Land Commissioner” or “Land Commissioner” shall mean the Commissioner of Public Lands of the State of New Mexico or his/her agent, representative or authorized officer delegated or authorized to perform the action(s) or duty(ies) provided herein.*

**BEFORE THE OIL CONSERVATION DIVISION**  
**Santa Fe, New Mexico**  
**Exhibit No. B5**  
**Submitted by: DJR Operating, LLC**  
**Hearing Date: January 5, 2023**  
**Case No. 23282**

*“Commission” shall mean the New Mexico Oil Conservation Division (sometimes referred to as “New Mexico Oil Conservation Commission”) or the agent, representative or authorized officer delegated by it to perform the action(s) or duty(ies) provided herein.*

*“Indian Commissioner” or “Commissioner of Indian Affairs” or “FIMO Director” shall mean the agent, representative, or authorized officer delegated by the Bureau of Indian Affairs (sometimes referred to as “BIA”) or Federal Indian Minerals Office (sometimes referred to as “FIMO”), as applicable, to perform the action(s) or duty(ies) provided herein.*

2. SECTION 1. ENABLING ACT AND REGULATIONS. Section 1. Of the Unit Agreement shall be revised by insertion of the following paragraph as second paragraph to Section 1.

*“The participation and governing authority of any agency (or its agent, representative or authorized officer thereof) referred to in this agreement, including the management or application of the terms and provisions of this agreement shall be limited to and affect only those lands, leases and/or interests committed to this agreement that are under the governing authority of such agency and limited only as to such time period for which such lands, leases and/or interests are committed hereto.”*

3. SECTION 2. UNIT AREA. Section 2. of the Unit Agreement shall be revised by the inclusion of subsection (f) as follows:

*(f) Any expansion of the unit area that is proposed and approved subsequent to expiration of the ten (10) year period (including any applicable extension(s)) provided in Section 2. (e) hereinabove, may, at the discretion of the AO, be subject to the terms and conditions of this Section 2. (f). The tracts or lands included in the unit area and committed to this agreement under any such approved unit expansion are hereinafter referred to as “unit expansion lands” or “unit expansion area”.*

*On the fifth anniversary of the effective date of the first participating area establishment or revision affecting the unit expansion lands, all legal subdivisions of unitized lands (i.e., 40 acres by Government survey or its nearest lot or tract equivalent in instance of irregular surveys; however, usually large lots or tracts shall be considered in multiples of 40 acres, or the nearest aliquot equivalent thereof, for the purpose of elimination under this subsection) no parts of which are entitled to be in a participating area, shall be eliminated automatically from this agreement, effective as of the first day thereafter, and such lands shall no longer be a part of the unit area and shall no longer be subject to this agreement unless at the expiration of said fifth anniversary, diligent drilling operations are conducted on such unit expansion lands not entitled to inclusion in participating area on said fifth anniversary, in which event all such tracts or lands shall remain subject hereto as long as diligent drilling operations are continued. As used herein, the term “diligent drilling operations” shall mean the drilling of not less than two (2) wells per anniversary year (or a total of ten (10) wells within a five (5) year period) drilled on expansion lands not entitled to inclusion in participating area or until all unitized lands are included or entitled for inclusion in a participating area. All legal subdivisions of unit expansion lands not entitled to become participating under the applicable provisions of this agreement within ten (10) years after the effective date of the first participating area establishment or revision affecting the unit expansion area, shall be eliminated from this agreement as above specified. The Unit Operator shall, within ninety (90) days after the effective date of any elimination hereunder, describe the area so eliminated to the satisfaction of the AO and promptly notify all parties in interest. Unit expansion*

lands eliminated from the unit area pursuant to this subsection (f) shall no longer be a part of the unit area and shall no longer be subject to this agreement effective as of the first day following final approval of elimination.

If conditions warrant extension of the ten (10) year period specified in this subsection 2. (f), a single extension of not to exceed two (2) years may be accomplished by consent of the owners of seventy percent (70%) of the working interest in the unit expansion area with approval of the AO, provided such extension application is submitted not later than sixty (60) days prior to the expiration of said ten (10) year period.

4. SECTION 3. UNITIZED LAND AND UNITIZED SUBSTANCES. Shall be deleted in its entirety and replaced with the following:

*“All land now or hereafter committed to this agreement shall constitute land referred to herein as “unitized land” or “land subject to this agreement.” In addition, for the purposes used in this agreement, the term “unitized land” shall include all Federal lands, which shall, upon AO’s approval of the unit, participate under this agreement in the limited capacity as provided hereinbelow to support the development of unitized substances thereunder. Nothing in this agreement shall be deemed to grant rights to the use of the surface or penetration of any horizons underlying any unleased Federal lands through drilling operations unless and until such lands become leased. All oil and gas in only the Mancos Formation underlying the unitized land are unitized under the terms of this agreement and are herein called “unitized substances”. The Mancos Formation is defined as that interval located from below the stratigraphic equivalent of the top of the Mancos Shale (base of Mesaverde Group) identified at 3,736’ MD to the stratigraphic equivalent of the base of the Mancos Shale (base of Greenhorn Limestone) identified at 5,526’ MD as shown in the Central Bisti SWD 161 well (API# 30-045-31606) located in Township 25 North, Range 12 West, Section 16, San Juan County, New Mexico, more specifically depicted on the type log shown in Exhibit “C” to this agreement; provided, however, that it is the specific intent of the parties hereto not to cause or effectuate any horizontal segregation of any Federal, Indian or State lease committed hereto as a consequence of the aforementioned depth limitations to the “unitized substances”.”*

Exhibit “C” to Unit Agreement as referenced herein is attached hereto as Exhibit “6”.

5. Carson Unit Gallup Participating Area, designated Serial Number NMNM 078385A, by approved application, has been vertically expanded to cover the Mancos Formation, as defined herein, now known as “Carson Unit Mancos Participating Area “A””. Attached hereto as Exhibit “1” is the schedule which sets forth the description of tracts and leases comprising the vertically expanded Mancos Participating Area “A” for Carson Unit.

6. SECTION 11. PARTICIPATION AFTER DISCOVERY. The last paragraph contained in Section 11. of the Unit Agreement shall be deleted in its entirety and replaced with the following:

*“Whenever it is determined, subject to the approval of the Supervisor, as to wells on Federal or Indian Land, and the State Land Commissioner as to wells drilled on State land, that a well drilled under this agreement is not capable of production in paying quantities and inclusion of the land on which it is situated in a participating area is unwarranted, production from such well shall, for purposes of settlement among all parties other than working interest owners, be allocated to the land contained in an area designated for the well using the guidelines provided for developing standard spacing units for horizontal wells under New Mexico Oil Conservation Division Rules*

*under 19.15.16.15 NMAC, and if several leases are within the standard spacing unit, an approved Communitization Agreement (CA) will establish the allocation method between leases within said spacing unit, as long as such land is not within a participating area established for the pool or deposit from which the production is obtained. Settlement for working interest benefits from such well shall be made as provided in the unit operating agreement."*

7. SECTION 12. ALLOCATION OF PRODUCTION. Section 12 of the Unit Agreement shall be deleted in its entirety and replaced with the provision(s) of SECTION 12 ALLOCATION OF PRODUCTION set forth in the Exhibit "2" attached hereto.

8. SECTION 13. DEVELOPMENT OR OPERATOIN OF NONPARTICIPATING LAND OR FORMATIONS. The last paragraph of Section 13. Of the Unit Agreement shall be deleted in its entirety and replaced with the following:

*"If any well drilled as aforesaid by a working interest owner obtains production in quantities insufficient to justify the inclusion in a participating area of the land upon which such well is situated, such well may be operated and produced by the party drilling the same subject to the conservation requirements of this agreement. The royalties in amount or value of production from any such well shall be paid as specified in the underlying lease and agreements associated with the land designated for the well by the method prescribed in Section 11 herein for wells not capable of production in paying quantities."*

9. SECTION 17. DRAINAGE. Section 17 of the Unit Agreement shall be deleted in its entirety and replaced with the provision(s) of SECTION 17 DRAINAGE set forth in Exhibit "3" attached hereto.

10. SECTION 18. LEASES AND CONTRACTS CONFORMED AND EXTENDED.

- Section 18. (g) shall be deleted in its entirety and replaced with the following:

*"The segregation of any Federal Lease committed to this agreement is governed by the following provision in the fourth paragraph of Sec 17(m) of the Mineral Leasing Act, as amended by the Act of September 2, 1960 (74 Stat. 781-784) (30 U.S.C. 226(m)):*

*"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 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 non-unitized portion shall continue in force and effect for the term thereof but not for less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities"*

*If the public interest requirement is not satisfied, the segregation of a lease and/or extension of a lease pursuant to 43 CPR 3107.3-2 and 43 CPR 3107.4, respectively, shall not be effective.*

- The following provisions shall be added to the Unit Agreement as Section 18. (i) and (j) respectively:

*"(i) Any Indian lease committed in part to any such cooperative agreement (unit agreement) shall be segregated into a separate lease or leases as to the lands committed and lands not committed to the agreement.*

(j) Any lease, other than a Federal or Indian lease, having only a portion of its lands committed hereto shall be segregated as to the portion committed and the portion not committed, and the provisions of such lease shall apply separately to such segregated portions commencing as of the effective date hereof. In the event 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 tracts.

Any lease embracing lands of the State of New Mexico of which only a portion is committed hereto shall be segregated as to the portion committed and as to the portion not committed and the terms of such leases shall apply separately as two separate leases as to such segregated portions, commencing as of the effective date hereof. Notwithstanding any of the provisions of this agreement to the contrary, any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto shall continue in full force and effect beyond the term provided therein as to all lands embraced within the unitized area and committed to this agreement, in accordance with the terms of this agreement. If oil and gas, or either of them, are discovered and are being produced in paying quantities from some part of the lands embraced in such lease which part is committed to this agreement at the expiration of the fixed term of such lease, such production shall not be considered as production from lands embraced in such lease which are not within the unitized area, and which are not committed thereto, and drilling or reworking operations upon some part of the lands embraced within the unitized area and committed to this agreement shall be considered drilling and reworking operations only as to lands embraced within the unit agreement and not as to lands embraced within the lease and not committed to this unit agreement; provided, however, as to any lease embracing lands of the State of New Mexico having only a portion of its lands committed to this agreement, and are being produced in paying quantities prior to the expiration of the fixed term of such lease, such production in paying quantities shall serve to continue such lease in full force and effect in accordance with its terms as to all of the lands embraced in said lease."

11. The Exhibit "A" to the Unit Agreement shall be replaced by the Exhibit "A" attached hereto as Exhibit "4" reflecting the current surface area Unit configuration limited to the Mancos Formation.

12. The Exhibit "B" to the Unit Agreement shall be replaced by the Exhibit "B" attached hereto as Exhibit "5" reflecting the current status of the oil and gas leases covering the surface area of the Unit and the current ownership thereunder, limited to the Mancos Formation.

The Parties hereby ratify the Unit Agreement, as amended hereby, and represent and warrant to each other that, except for the changes contained in this Amendment, the terms and conditions of the Unit Agreement shall remain unchanged and the Unit Agreement continues in full force and effect, as amended herein.

In witness hereof, the Parties have executed this Amendment on the date(s) contained in the acknowledgements below but effective for all purposes as of the Effective Date.

**UNIT OPERATOR**

DJR Operating, LLC

By:   
Kurt S. Froistad, Land Manager

**NON-OPERATORS**

DJR Nominee Corporation

By: Kurt S. Froistad mlb  
Kurt S. Froistad, Land Manager

BUREAU OF LAND MANAGEMENT

Approval and joinder to this Amendment by Bureau of Land Management is established by decision letter issued by agent or officer authorized to represent and bind Federal interests.

FEDERAL INDIAN MINERALS OFFICE

Approval and joinder to this Amendment by the Federal Indian Minerals Office is established by decision letter issued by its Director.

**EXHIBIT "I"**  
**CARSON UNIT AREA (Vertically Contracted to Mancos Formation)**  
 SCHEDULE SHOWING MANCOS PARTICIPATING AREA "A"  
 Vertically expanded to Mancos Formation  
 TRACT DESCRIPTION AND PERCENTAGE OF PARTICIPATION  
 As of March 18, 2020

Carson Unit Tract No.	Lease Serial Number	Description	Tract Acres	Tract Participation Percentage
1	NMSF 078061	Township 25 North, Range 11 West N.M.P.M. Section 17 S2 Section 20 W2	640.00	9.0343%
2	NMSF 078062A	Township 25 North, Range 11 West N.M.P.M. Section 17 NE Section 18 SE	320.00	4.5171%
3	NMSF 078063	Township 25 North, Range 11 West N.M.P.M. Section 7 Lots 3 (40.11 NWSW), 4 (40.25 SWSW), E2SW, S2SE Section 19 Lots 1 (40.56 NWNW), 2 (40.47 SWNW), 3 (40.37 NWSW), 4 (40.28 SWSW), E2W2, E2 (All) Section 30 Lot 1 (40.25 NWNW), NENW	962.29	13.5837%
4	NMSF 078064	Township 25 North, Range 12 West N.M.P.M. Section 12 SW, S2SE Section 13 All Section 24 All	1,520.00	21.4564%
6	NMSF 078067	Township 25 North, Range 12 West N.M.P.M. Section 11 S2, S2NW, NWNW, SWNE Section 14 All Section 23 N2NW, SENW, NE, N2SE, SESE	1,520.00	21.4564%
7	NMSF 078068A	Township 25 North, Range 12 West N.M.P.M. Section 25 N2N2	160.00	2.2586%
8	NMNM 070322	Township 25 North, Range 12 West N.M.P.M. Section 10 E2, E2SW Section 15 E2, E2NW, SW Section 22 NENE	1,000.00	14.1160%
9	BIA 14-20-603-1283 (Allotment #261793)	Township 25 North, Range 11 West N.M.P.M. Section 18 NE	160.00	2.2586%

Carson Unit Tract No.	Lease Serial Number	Description	Tract Acres	Tract Participation Percentage
10	BIA 14-20-603-1284 (Allotment #211619)	<u>Township 25 North, Range 11 West N.M.P.M.</u> Section 18 Lots 1 (40.35 NWNW), 2 (40.42 SWNW), E2NW	160.77	2.2694%
11	BIA 14-20-603-1285 (Allotment #261792)	<u>Township 25 North, Range 11 West N.M.P.M.</u> Section 18 Lots 3 (40.50 NWSW), 4 (40.57 SWSW), E2SW	161.07	2.2737%
15	BIA 14-20-603-1440 (Allotment #262587)	<u>Township 25 North, Range 11 West N.M.P.M.</u> Section 20 NE	160.00	2.2586%
19	BIA 14-20-603-1441 (Allotment #262586)	<u>Township 25 North, Range 11 West N.M.P.M.</u> Section 20 SE	160.00	2.2586%
20	BIA 14-20-603-1435 (Allotment #211618)	<u>Township 25 North, Range 11 West N.M.P.M.</u> Section 17 NW	160.00	2.2586%
<b>Total Tract Participation</b>			<b>7,084.13</b>	<b>100.0000%</b>
<b>Participation Recapitulation</b>				
			Federal Participation	0.00000%
			State Participation	0.00000%
			Navajo Allotted Participation	0.00000%
				0.00000%

**EXHIBIT "2"**

Attached to and mad part of Amendment to Unit Agreement for Carson Unit dated effective \_\_\_\_\_.

**12. ALLOCATION OF PRODUCTION.** All unitized substances produced from a participating area established under this agreement, except any part thereof used in conformity with good operating practices within the unitized area for drilling, operating, and other production or development purposes, for repressuring or recycling in accordance with a plan of development and operations that has been approved by the Supervisor and State Land Commissioner, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of the participating area established for such production. Each such tract shall have allocated to it such percentage of said production as the number of acres of such tract included in said participating area bears to the total acres of unitized land and unleased Federal land and unleased Indian land, if any, included in said participating area. There shall be allocated to the working interest owner(s) of each tract of unitized land in said participating area, in addition, such percentage of the production attributable to the unleased Federal and Indian land within the participating area as the number of acres of such unitized tract included in said participating area bears to the total acres of unitized land in said participating area, for the payment or escrow of monies specified in Section 17 of this agreement. Allocation of production hereunder for purposes other than for settlement of the royalty, overriding royalty, or payment out of production obligations of the respective working interest owners, including compensatory royalty obligations prescribed in Section 17(b) and royalty share of escrowed funds required under Section 17(c), as applicable, shall be prescribed as set forth in the unit operating agreement or as otherwise mutually agreed by the affected parties. It is hereby agreed that production of unitized substances from a participating area shall be allocated as provided herein, regardless of whether any wells are drilled on any particular part or tract of the participating area. The funds attributable to unleased Federal and Indian acreage which are required to be set aside by unit operator pursuant to Section 17 herein, shall be maintained in an interest-earning escrow or trust account. If any gas produced from one participating area is used for repressuring or recycling purposes in another participating area, the first gas withdrawn from the latter participating area for sale during the life of this agreement, shall be considered to be the gas so transferred, until an amount equal to that transferred shall be so produced for sale

**EXHIBIT "3"**

Attached to and mad part of Amendment to Unit Agreement for Carson Unit dated  
effective \_\_\_\_\_.

**17. DRAINAGE AND DILIGENCE.**

(a) The Unit Operator shall take such measures as the AO deems appropriate and adequate to prevent drainage of unitized substances from unitized land by wells on land not subject to this agreement, which shall include the drilling of protective wells and which may include the payment of a fair and reasonable compensatory royalty, as determined by the Supervisor as to Federal and Indian leases and the Land Commissioner as to State leases.

(b) Whenever a participating area approved under Section 11 of this agreement contains unleased Federal lands, the value of 12-1/2 percent of the production that would be allocated to such Federal lands under Section 12 of this agreement, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal Government. Parties to this agreement holding working interests in committed leases within the applicable participating area shall be responsible for such compensatory royalty payment on the volume of production reallocated from the unleased Federal lands to their unitized tracts under Section 12. The value of such production subject to the payment of said royalties shall be determined pursuant to 30 CFR Part 206. Payment of compensatory royalties on the production reallocated from unleased Federal land to the committed tracts within the participating area shall fulfill the Federal royalty obligation for such production and said production shall be subject to no further Federal royalty assessment under Section 14 of this agreement. Payment of compensatory royalties as provided herein shall accrue from the date the committed tracts in the participating area that includes unleased Federal lands receive a production allocation, and shall be due and payable monthly by the last day of the calendar month next following the calendar month of actual production. If leased Federal lands receiving a production allocation from the participating area become unleased, compensatory royalties shall accrue from the date the Federal lands become unleased. Payment due under this provision shall end when the unleased Federal tract is leased or when production of unitized substances ceases within the participating area and the participating area is terminated, whichever occurs first.

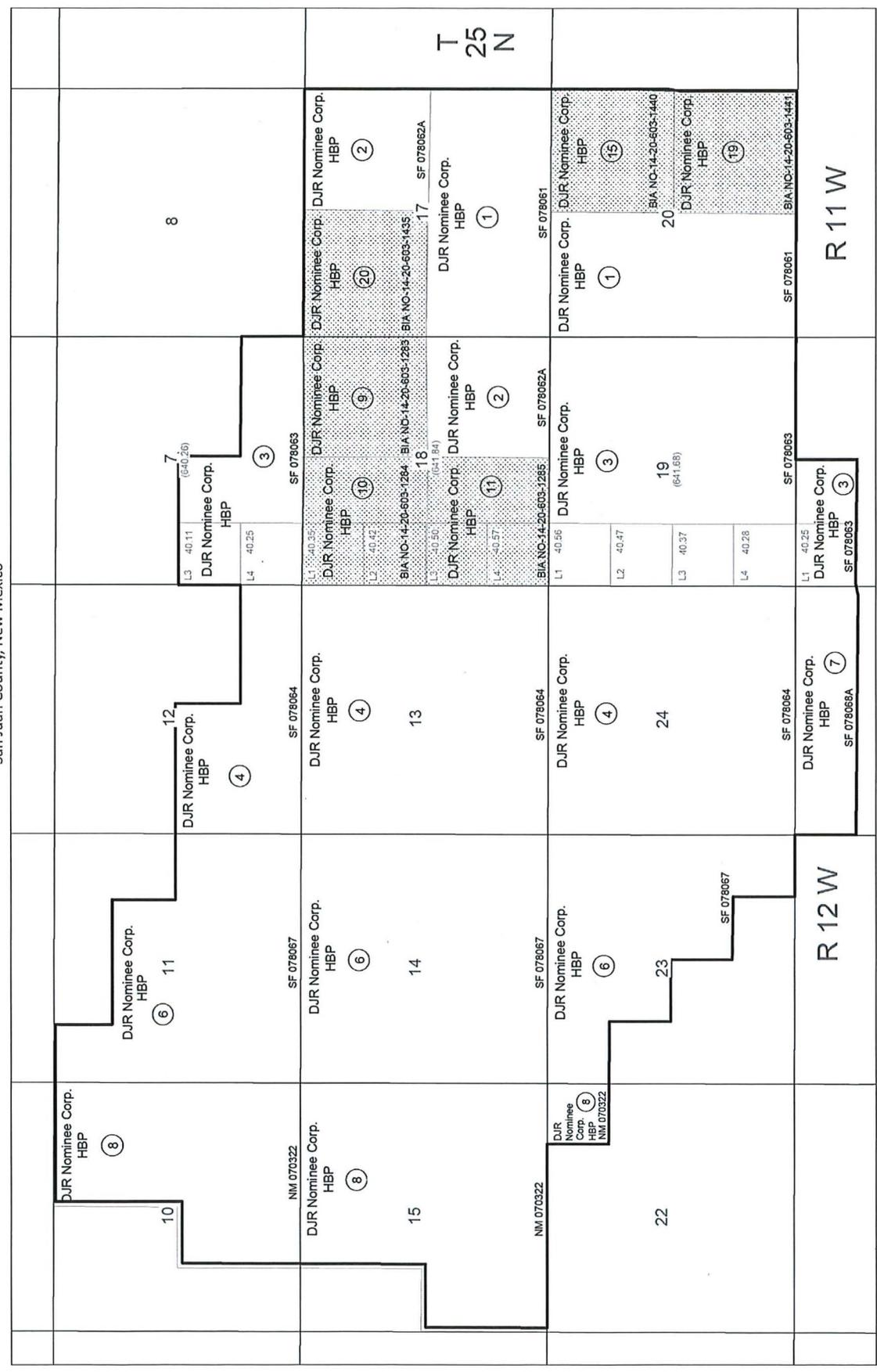
(c) If unleased Indian lands are included in a participating area upon establishment or revision thereof and are entitled to receive a production allocation from such participating area, the value of 100 percent (8/8ths) of the production that would be allocated to such Indian lands under Section 12 of this agreement, if such lands were leased, committed and entitled to participation, shall be impounded in a manner mutually acceptable to the owners of committed working interests and the Supervisor, accruing from the date the Indian lands become unleased. The value of such production subject to such impoundment shall be determined pursuant to 30 CFR Part 206. Impoundment of funds under this provision shall end when the unleased Indian tract is leased or when production of unitized substances ceases within the participating area and the participating area and/or unit is terminated, whichever occurs first. When the impoundment ends, the impounded funds shall be distributed as follows: the Indian mineral owner(s) shall be paid the fraction of the accrued impounded funds corresponding to the royalty rate of the lease issued on the unleased Indian tract, if applicable, or, if lease had not yet been so issued, royalty rate of sixteen and two-thirds percentage (16.666667%), and the remaining funds shall be released to the unit interest owners in accordance with the unit operating agreement.

(d) The AO, FIMO Director, and Land Commissioner may require the drilling and production of such wells to ensure reasonable diligence in the development and operation of the unitized area, or in lieu of drilling, require the payment of an amount as determined by the aforementioned respective agency officials to compensate the interest owners in full each month for the estimated loss of royalty.



### Carson Unit Vertically Contracted NMNM 078385X

EXHIBIT "4"  
Attached to and made part of that certain Amendment to Unit  
Agreement for Carson Unit dated effective March 18, 2020  
As of March 18, 2020  
San Juan County, New Mexico



**Legend**

- Carson Unit Area
- Tract Number

Carson Unit Vertically Contracted

Federal Lands	6,122.29	86.422609%
State Lands	0	0.0000000%
Navajo Allotted Lands	961.84	13.577391%
<b>Total Unit Acres</b>	<b>7,084.13</b>	<b>100.000000%</b>

Miles

Note: Unless otherwise noted herein the sections on this plat contain 640.00 acres

**EXHIBIT "5"**  
Attached to and made a part of that certain Amendment to Unit Agreement for Carson Unit NMNM 078385X dated effective \_\_\_\_\_.

**EXHIBIT "B"**  
**CARSON UNIT AREA (Vertically Contracted to Mancos Formation)**  
SCHEDULE SHOWING THE PERCENTAGE AND KIND OF OWNERSHIP OF OIL AND GAS INTERESTS  
T25N-R12W, T25N-R11W, & T26N-R12W, SAN JUAN COUNTY, NEW MEXICO  
Revised As of July 19, 2022

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER & EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY, PRODUCTION PAYMENT, AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
1	Township 25 North, Range 11 West N.M.P.M., Section 17 SE Section 20 W2	640.00	USA NMSF 078061 Effective Date 2/1/1948 Expiration Date HBP	100.000000%	DJR Nominee Corporation 100.000000%	<b>Overriding Royalty (**)</b> <b>Following owners are subject to terms contained in the certain document creating the 3.5% overriding royalty interests held. See footnote below.</b>	DJR Nominee Corporation 100.000000%
				U.S.A. (12.50% royalty)			
						Myron Liddell and Nelly Liddell Myron Liddell and Nelly Liddell, JTWR0S Sandra Chambers Olive Miller Stanley F. and Ann Zacharek Stanley F. and Ann Zacharek, JTWR0S Lewis Oterson Benjamin and Helen G. Penkowski, JTWR0S Russell L. Harlow Enid Carol Barton Susan Ellen Fabricatore Children of Nancy Ellen LaValle Quantz Joseph Christopher LaValle Donna Ellen LaValle William and Florence Dubilier, JTWR0S Frank and Margaret Jensis, JTWR0S William V. Licht Iris Brown Sam and Sarah Ada Kirschenbaum, JTWR0S Sidney E. Licht Edward and Pearl Grapel, JTWR0S Maralo, Inc. Lowe Royalty Partners, L.P. Patti Jo Peck Wakefield Heirs and devisees of J.F. Postelle, Deceased Jessie Postelle, a widow James Russell Martin Bobby Kay Maxon, Trustee of Bobbie K. Maxon Trust, 11/16/1984 Donna Martin Wheeler Lisa W. Sinclair and Jeff W. Graham, Co-Trustees of Evelyn S. Graham Trust Dessert Partners V, LP Cathy Mortensen Trace Penton Megan Rotter Jessica M. Stewart Black Gold Energy, LLC Kathleen Graham, agent and AIF for Robert Harvison Graham Southern Royalties, LLC Ilios Exploration, Inc.	0.012153% 0.012153% 0.018229% 0.003038% 0.006076% 0.006076% 0.018229% 0.012152% 0.004557% 0.004557% 0.004862% 0.004862% 0.004862% 0.036459% 0.012153% 0.042535% 0.030382% 0.006076% 0.006076% 0.097223% 0.097222% 0.194445% 0.097223% 0.097222% 0.064815% 0.064815% 0.048611% 0.048611% 0.013889% 0.013889% 0.013889% 0.013889% 0.013889% 0.013889% 0.003472% 0.010416%

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER & EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY, PRODUCTION PAYMENT, AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
1	(Cont'd)		USA NMSF 078061 (Cont'd)				
					Bruce A. Liphshy, David Shoss and Republic National Bank of Dallas, Trustees u/w/o Morris Levine		0.019444%
					Temple Emanu-El		0.038888%
					Jane E. Willers		0.009114%
					Judith A. Heringer		0.009114%
					C.B. and Katherine Yarbrough, h/w		0.194445%
					Julia Ann Elam		0.024306%
					Aycock Minerals, L.P.		0.024306%
					Hedberg Family Limited Partnership		0.048611%
					Home Burtis Ltd., LP		0.097222%
					Marjorie W Taylor, Trustee f/b/o Alberta Sloan u/w/o William Harvey Sloan		0.097222%
					First City National Bank of Midland, Trustee		0.097222%
					Greg and Nancy Vance Family Limited P'tshp		0.048611%
					Debra J. Westmoreland		0.048611%
					Gary F. Johnson		0.048611%
					Phillips Land Associates, Inc.		0.048611%
					Kathryn D. Ashby		0.097222%
					Gerald Fitz-Gerald, Jr., Trustee, Gerald Fitz-Gerald, Jr. Trust, Agr. 4/13/1982		0.097222%
					Commerce Trust Company and Ray P. Swanson, Trustees under Voluntary Trust Agreement dated April 29, 1963		0.194444%
					Cleveland Minerals, L.P.		0.097222%
					Kathy Kiel Johnson		0.097222%
					Frank A. Schultz, Trustee		0.194444%
					Barron Properties, Ltd.		0.194444%
					DIR Nominee Corporation		0.444793%
					<b>Total</b>		<b>3.500000%</b>
2	Township 25 North, Range 11 West N.M.P.M., Section 17 NE Section 18 SE	320.00	USA NMSF 078062A Effective Date 2/1/1948 Expiration Date HBP	100.00000%	DIR Nominee Corporation	<i>Overriding Royalty (**)</i> <i>(*) Following owners are subject to terms contained in the certain document creating the 3.5% overriding royalty interests held. See footnote below.</i>	100.00000%
					Myron Liddell and Nelly Liddell		0.012153%
					Myron Liddell and Nelly Liddell, JTWROS		0.012153%
					Sandra Chambers		0.018229%
					Olive Miller		0.003038%
					Stanley F. and Ann Zacharek		0.006076%
					Stanley F. and Ann Zacharek, JTWROS		0.006076%
					Lewis Oterson		0.018229%
					Benjamin and Helen G. Penkowski, JTWROS		0.012152%
					Russell L. Harlow		0.004557%
					Enid Carol Barton		0.004557%
					Susan Ellen Fabricatore		0.004862%
					Children of Nancy Ellen LaValle Quantz		0.004862%
					Joseph Christopher LaValle		0.004862%
					Donna Ellen LaValle		0.004862%
					William and Florence Dubilier, JTWROS		0.036459%
					Frank and Margaret Jensis, JTWROS		0.012153%
					William V. Licht		0.042535%
					Iris Brown		0.030382%
					Sam and Sarah Ada Kirschenbaum, JTWROS		0.006076%
					Sidney E. Licht		0.006076%
					Edward and Pearl Grapel, JTWROS		0.006076%
					Maralo, Inc.		0.097223%

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER & EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY, PRODUCTION PAYMENT, AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
2	(Cont'd)		USA NMSF 078062A (Cont'd)				
							0.097222%
							0.194445%
							0.097223%
							0.097222%
							0.064815%
							0.064815%
							0.194444%
							0.019444%
							0.038888%
							0.009114%
							0.009114%
							0.194445%
							0.024306%
							0.024306%
							0.048611%
							0.097222%
							0.097222%
							0.048611%
							0.145833%
							0.097222%
							0.194444%
							0.097222%
							0.097222%
							0.048611%
							0.145833%
							0.097222%
							0.194444%
							0.097222%
							0.097222%
							0.194444%
							0.194444%
							0.444793%
						<b>Total</b>	<b>3.500000%</b>
							0.194444%
							0.048611%
							0.048611%
							0.013889%
							0.013889%
							0.013889%
							0.013889%
							0.013889%
							0.013889%
							0.013889%
							0.003472%
							0.010416%
						<b>Total</b>	<b>0.194444%</b>
							0.145833%
							0.048611%
							0.048611%
							0.048611%
						<b>Total</b>	<b>0.145833%</b>

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER & EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY, PRODUCTION PAYMENT, AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
3	Township 25 North, Range 11 West N.M.P.M., Section 7 Lots 3 (40.11 NW/4SW), 4 (40.25 SWSW), E2SW, S2SE Section 19 Lots 1 (40.56 NW/4NW), 2 (40.47 SW/4W), 3 (40.37 NW/4SW), 4 (40.28 SWSW), E2W2, E2 (All) Section 30 Lot 1 (40.25 NW/4W), NENW	962.29	USA NMSF 078063 Effective Date 2/1/1948 Expiration Date HBP	U.S.A. (12.50% royalty)	DJR Nominee Corporation 100.00000%	<u>Overriding Royalty (**)</u> <u>(*) Following owners are subject to terms contained in the certain document creating the 3.5% overriding royalty interests held. See footnote below.</u> Myron Lidell and Nelly Lidell Myron Lidell and Nelly Lidell, JTWR0S Sandra Chambers Olive Miller Stanley F. and Ann Zacharek Stanley F. and Ann Zacharek, JTWR0S Lewis Oterson Benjamin and Helen G. Penkowski, JTWR0S Russell L. Harlow Enid Carol Barton Susan Ellen Fabricatore Children of Nancy Ellen LaValle Quantz Joseph Christopher LaValle Donna Ellen LaValle William and Florence Dubilier, JTWR0S Frank and Margaret Jensis, JTWR0S William V. Licht Iris Brown Sam and Sarah Ada Kirschenbaum, JTWR0S Sidney E. Licht Edward and Pearl Grapel, JTWR0S Maralo, Inc. Lowe Royalty Partners, L.P. Patti Jo Peck Wakefield Heirs and Devises of J.F. Postelle, Deceased Jessie Postelle, a widow James Russell Martin Bobby Kay Maxon, Trustee of Bobbie K. Maxon Trust, 11/16/1984 Donna Martin Wheeler Viola I. Stewart, a widow (see below) Bruce A. Liphshy, David Shoss and Republic National Bank of Dallas, Trustees u/w/o Morris Levine Temple Emanu-El Jane E. Willers Judith A. Heringer C.B. and Katherine Yarbrough, h/w Julia Ann Elam Aycock Minerals, L.P. Hedberg Family Limited Partnership Home Burtis Ltd., LP Marjorie W Taylor, Trustee f/b/o Alberta Sloan u/w/o William Harvey Sloan First City National Bank of Midland, Trustee Greg and Nancy Vance Family Limited Fishp Estate of Leah B. Downey, etal (see below) Kathryn D. Ashby Gerald Fitz-Gerald, Jr., Trustee, Gerald Fitz-Gerald, Jr. Trust Agr 4/13/1982 Commerce Trust Company and Ray P. Swanson, Trustees under Voluntary Trust Agreement dated April 29, 1963 Cleveland Minerals, L.P.	DJR Nominee Corporation 100.00000%



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4	(Cont'd)		USA NMSF 078064 (Cont'd)				
					Low Royalty Partners, L.P.		0.097222%
					Patti Jo Peck Wakefield		0.194445%
					Heirs and devisees of J.F. Postelle, Deceased		0.097223%
					Jessie Postelle, a widow		0.097222%
					James Russell Martin		0.064815%
					Bobby Kay Maxon, Trustee of the Bobbie K. Maxon Trust, dated 11/16/1984		0.064815%
					Donna Martin Wheeler		0.064815%
					Viola I. Stewart, a widow (see below)		0.194444%
					Bruce A. Laphshy, David Shoss and Republic National Bank of Dallas, Trustees u/w/o Morris Levine		0.019444%
					Temple Emanu-El		0.038888%
					Jane E. Willers		0.009114%
					Judith A. Heringer		0.009114%
					C.B. and Katherine Yarbrough, h/w		0.194445%
					Julia Ann Elam		0.024306%
					Aycock Minerals, L.P.		0.024306%
					Hedberg Family Limited Partnership		0.048611%
					Home Burtis Ltd., LP		0.097222%
					Marjorie W Taylor, Trustee f/b/o Alberta Sloan u/w/o William Harvey Sloan		0.097222%
					First City National Bank of Midland, Trustee		0.097222%
					Greg and Nancy Vance Family Limited Fishp		0.048611%
					Estate of Leah B. Downey, etal (see below)		0.145833%
					Kathryn D. Ashby		0.097222%
					Gerald Fitz-Gerald, Jr., Trustee, Gerald Fitz-Gerald, Jr. Trust Agr. 4/13/1982		0.097222%
					Commerce Trust Company and Ray P. Swanson, Trustees under Voluntary Trust Agreement dated April 29, 1963		0.194444%
					Cleveland Minerals, L.P.		0.097222%
					Kathy Kiel Johnson		0.097222%
					Frank A. Schultz, Trustee		0.194444%
					Barron Properties, Ltd.		0.194444%
					DJR Nominee Corporation		0.444793%
					<b>Total</b>		<b>3.500000%</b>
					<u>Interest of the Viola Stewart, a widow, et al. (above)</u>		
					<u>As to Sec 1 All; Sec 12 N2, N2SE4, Sec 13 All</u>		
					<u>As to Sec 12 SW4, S2SE4; Sec 24 All</u>		
					Viola I. Stewart, a widow		0.194444%
					Lisa W Sinclair & Jeff W Graham, Co-Trustees Evelyn S Graham Trust		0.048611%
					Desert Partners V, LP		0.048611%
					Cathy Mortensen		0.013889%
					Trace Penton		0.013889%
					Megan Rotter		0.013889%
					Jessica M. Stewart		0.013889%
					Black Gold Energy, LLC		0.013889%
					Kathleen Graham, agent and AIF for Robert Harvison Graham		0.013889%
					Southern Royalties, LLC		0.003472%
					Ilios Exploration, Inc.		0.010416%
					<b>Total</b>		<b>0.194444%</b>
					<u>Interest of the Leah B. Downey, Deceased, et al. (above)</u>		
					<u>As to Sec 1 All; Sec 12 N2, N2SE4, Sec 13 All</u>		
					Estate of Leah B. Downey, Deceased		0.145833%
					<u>As to Sec 12 SW4, S2SE4; Sec 24 All</u>		
					Debra J. Westmoreland		0.048611%
					Gary F. Johnson		0.048611%
					Phillips Land Associates, Inc.		0.048611%
					<b>Total</b>		<b>0.145833%</b>

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6	Township 25 North, Range 12 West N.M.P.M. Section 11 S2, S2NW, NWNW, SWNE Section 14 All Section 23 N2NW, SENW, NE, N2SE, SESE	1,520.00	USA NMSF 078067 Effective Date 2/1/1948 Expiration Date HBP	U.S.A. (12.50% royalty)	DJR Nominee Corporation 100.00000%	DJR Nominee Corporation 100.00000%	
<p><u>Overriding Royalty (**)</u>                  (6) <u>Following owners are subject to terms contained in the certain document creating the 3.5% overriding royalty interests held. See footnote below.</u></p>							
						Myron Lidell and Nelly Lidell 0.012153%	
					Sandra Chambers 0.018229%		
					Olive Miller 0.003038%		
					Stanley F. and Ann Zacharek 0.006076%		
					Stanley F. and Ann Zacharek, JTWROS 0.006076%		
					Lewis Oterson 0.018229%		
					Benjamin and Helen G. Penkowski, JTWROS 0.012152%		
					Russell L. Harlow 0.004557%		
					Enid Carol Barton 0.004557%		
					Susan Ellen Fabricatore 0.004862%		
					Children of Nancy Ellen LaValle Quantz 0.004862%		
					Joseph Christopher LaValle 0.004862%		
					Donna Ellen LaValle 0.004862%		
					William and Florence Dubilier, JTWROS 0.036459%		
					Frank and Margaret Jensis, JTWROS 0.012153%		
					William V. Licht 0.042535%		
					Iris Brown 0.030382%		
					Murray Langfelder 0.006076%		
					Sam and Sarah Ada Kirschenbaum, JTWROS 0.006076%		
					Sidney E. Licht 0.006076%		
					Edward and Pearl Grapel, JTWROS 0.097222%		
					Maralo, Inc. 0.097222%		
					Lowe Royalty Partners, L.P. 0.194445%		
					Patti Jo Peck Wakefield 0.194445%		
					Heirs and Devises of J.F. Postelle, Deceased 0.097222%		
					Jessie Postelle, a widow 0.097222%		
					James Russell Martin 0.064815%		
					Bobby Kay Maxon, Trustee of the Bobbie K. Maxon Trust, dated 11/16/1984 Donna Martin Wheeler 0.064815%		
					Lisa W Sinclair & Jeff W Graham, Co-Trustees Evelyn S Graham Trust 0.048611%		
					Desert Partners V, LP 0.048611%		
					Cathy Mortensen 0.013889%		
					Trace Penton 0.013889%		
					Megan Rotter 0.013889%		
					Jessica M. Stewart 0.013889%		
					Black Gold Energy, LLC 0.013889%		
					Kathleen Graham, agent and AIF for Robert Harvison Graham 0.013889%		
					Southern Royalties, LLC 0.003472%		
					Ilios Exploration, Inc. 0.010416%		
					Bruce A. Liphshy, David Shoss, Trustees u/w/o Morris Levine 0.019444%		
					Temple Emanu-El 0.038888%		
					Jane E. Willers 0.009114%		
					Judith A. Heringer 0.009114%		
					C.B. and Katherine Yarbrough, h/w 0.194445%		
					Julia Ann Elam 0.024306%		
					Aycock Minerals, L.P. 0.024306%		
					Hedberg Family Limited Partnership 0.048611%		

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER & EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY, PRODUCTION PAYMENT, AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
6	(Cont'd)		USA NMSF 078067 (Cont'd)				
7	Township 25 North, Range 12 West N.M.P.M. Section 25 N2N2	160.00	USA NMSF 078068A Effective Date 2/1/1948 Expiration Date HBP	100.00000%	DJR Nominee Corporation 100.00000%	<p>Home Burtis Ltd., LP Marjorie W Taylor, Trustee f/b/o Alberta Sloan u/w/o William Harvey Sloan First City National Bank of Midland, Trustee Greg and Nancy Vance Family Limited Pishp Debra J. Westmoreland Gary F. Johnson Phillips Land Associates, Inc. Kathryn D. Ashby Gerald Fitz-Gerald, Jr., Trustee, Gerald Fitz-Gerald, Jr. Trust Agr 4/13/1982 Commerce Trust Company, Trustee under Voluntary Trust Agr. Cleveland Minerals, L.P. Kathy Kiel Johnson Frank A. Schultz, Trustee Barron Properties, Ltd. DJR Nominee Corporation</p> <p style="text-align: right;"><b>Total</b> <u>3.500000%</u></p>	DJR Nominee Corporation 100.00000%
						<p><b>Overriding Royalty (***)</b>                      (**) <u>Following owners are subject to terms contained in the certain document creating the 3.5% overriding royalty interests held. See footnote below.</u></p> <p>Myron Lidell and Nelly Lidell Myron Lidell and Nelly Lidell, JTWR0S Sandra Chambers Olive Miller Stanley F. and Ann Zacharek Stanley F. and Ann Zacharek, JTWR0S Lewis Oterson Benjamin and Helen G. Penkowski, JTWR0S Russell L. Harlow Enid Carol Barton Susan Ellen Fabricatore Children of Nancy Ellen LaValle Quantz Joseph Christopher LaValle Donna Ellen LaValle William and Florence Dubilier, JTWR0S Frank and Margaret Jensis, JTWR0S William V. Licht Iris Brown Sam and Sarah Ada Kirschenbaum, JTWR0S Sidney E. Licht Edward and Pearl Grapel, JTWR0S Maralo, Inc. Lowe Royalty Partners, L.P. Patti Jo Peck Wakefield Heirs and Devises of J.F. Postelle, Deceased Jessie Postelle, a widow James Russell Martin Bobby Kay Maxon, Trustee of Bobbie K. Maxon Trust, 11/16/1984 Donna Martin Wheeler Lisa W Sinclair &amp; Jeff W Graham, Co-Trustees Evelyn S Graham Trust Dessert Partners V, LP Cathy Mortensen Trace Penton</p>	

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER & EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY, PRODUCTION PAYMENT, AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE		
7	(Cont'd)		USA NMSF 078068A (Cont'd)						
					Megan Rotter Jessica M. Stewart Black Gold Energy, LLC Kathleen Graham, agent and AIF for Robert Harvison Graham Southern Royalties, LLC Ilios Exploration, Inc. Bruce A. Liphshy, David Shoss, Trustees u/w/o Morris Levine Temple Emanu-El Jane E. Willers Judith A. Heringer C.B. and Katherine Yarbrough, h/w Julia Ann Elam Aycock Minerals, L.P. Hedberg Family Limited Partnership Home Burtis Ltd., LP Marjorie W Taylor, Trustee f/b/o Alberta Sloan u/w/o William Harvey Sloan First City National Bank of Midland, Trustee Greg and Nancy Vance Family Limited Pishp Debra J. Westmoreland Gary F. Johnson Phillips Land Associates, Inc. Kathryn D. Ashby Gerald Fitz-Gerald, Jr., Trustee, Gerald Fitz-Gerald, Jr. Trust Agr 4/13/1982 Commerce Trust Company, Trustee under Voluntary Trust Agr Cleveland Minerals, L.P. Kathy Kiel Johnson Frank A. Schultz, Trustee Barron Properties, Ltd. DJR Nominee Corporation			0.013889% 0.013889% 0.013889% 0.013889% 0.003472% 0.010416% 0.019444% 0.038888% 0.009114% 0.009114% 0.194445% 0.024306% 0.048611% 0.097222% 0.097222% 0.097222% 0.048611% 0.048611% 0.048611% 0.097222% 0.097222% 0.194444% 0.097222% 0.194444% 0.194444% 0.444793% <b>3.500000%</b>	
8	Township 25 North, Range 12 West N.M.P.M. Section 10 E2, E2SW Section 15 E2, E2NW, SW Section 22 NEENE	1,000.00	USA NMNM 070322 Effective Date 2/1/1948 Expiration Date HBP	100.00000% (12.50% royalty)	DJR Nominee Corporation		DJR Nominee Corporation 100.00000%		
					<u>Overriding Royalty (**)</u> <sup>(*)</sup> <u>Following owners are subject to terms contained in the certain document creating the 3.5% overriding royalty interests held. See footnote below.</u> Myron Lidell and Nelly Lidell Myron Lidell and Nelly Lidell, JTWR0S Sandra Chambers Olive Miller Stanley F. and Ann Zacharek Stanley F. and Ann Zacharek, JTWR0S Lewis Oterson Benjamin and Helen G. Penkowski, JTWR0S Russell L. Harlow Enid Carol Barton Susan Ellen Fabricatore Children of Nancy Ellen LaValle Quantz Joseph Christopher LaValle Donna Ellen LaValle William and Florence Dubilier, JTWR0S Frank and Margaret Jensis, JTWR0S William V. Licht Iris Brown Sam and Sarah Ada Kirschenbaum, JTWR0S		0.012153% 0.012153% 0.018229% 0.003038% 0.006076% 0.006076% 0.018229% 0.012152% 0.004557% 0.004557% 0.004862% 0.004862% 0.004862% 0.004862% 0.036459% 0.012153% 0.042535% 0.030382% 0.006076%		
					<b>Total</b>				

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER & EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY, PRODUCTION PAYMENT, AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
8	(Cont'd)		USA MNM 070322 (Cont'd)				
					Sidney E. Licht		0.006076%
					Edward and Pearl Grapel, JTWROS		0.006076%
					Maralo, Inc.		0.097223%
					Lowe Royalty Partners, L.P.		0.097222%
					Patti Jo Peck Wakefield		0.194445%
					Heirs and devisees of J.F. Postelle, Deceased		0.097223%
					Jessie Postelle, a widow		0.097222%
					James Russell Martin		0.064815%
					Bobby Kay Maxon, Trustee of Bobbie K. Maxon Trust, 11/16/1984		0.064815%
					Donna Martin Wheeler		0.064815%
					Estate of J. Ralph Stewart, & Viola I. Stewart, a widow (see below)		0.194444%
					Bruce A. Liphshy, David Shoss and Republic National Bank of Dallas, Trustees u/w/o Morris Levine		0.019444%
					Temple Emanu-El		0.038888%
					Jane E. Willers		0.009114%
					Judith A. Heringer		0.009114%
					C.B. and Katherine Yarbrough, h/w		0.194445%
					Julia Ann Elam		0.024306%
					Aycock Minerals, L.P.		0.024306%
					Hedberg Family Limited Partnership		0.048611%
					Home Burtis Ltd., LP		0.097222%
					Marjorie W Taylor, Trustee f/b/o Alberta Sloan u/w/o William Harvey Sloan		0.097222%
					First City National Bank of Midland, Trustee		0.097222%
					Greg and Nancy Vance Family Limited Pshp		0.048611%
					Estate of Leah B. Downey, Deceased, etal (see below)		0.145833%
					Kathryn D. Ashby		0.097222%
					Gerald Fitz-Gerald, Jr., Trustee, Gerald Fitz-Gerald, Jr. Trust Agr 4/13/1982		0.097222%
					Commerce Trust Company and Ray P. Swanson, Trustees under Voluntary Trust Agreement dated April 29, 1963		0.194444%
					Cleveland Minerals, L.P.		0.097222%
					Kathy Kiel Johnson		0.097222%
					Frank A. Schultz, Trustee		0.194444%
					Barron Properties, Ltd.		0.194444%
					DJR Nominee Corporation		0.444793%
					<b>Total</b>		<b>3.500000%</b>
					<u>Interest of the Viola Stewart, a widow, et al., (above)</u>		
					<u>As to Sec 10 E2SW4, Sec 15 E2, E2NW4, SW4</u>		
					Estate of J. Ralph Stewart, Deceased		0.097222%
					Lisa W Sinclair & Jeff W Graham, Co-Trustees of Evelyn S Graham Tr		0.024306%
					Desert Partners V, LP		0.024306%
					Cathy Mortensen		0.006944%
					Trace Penton		0.006944%
					Megan Rotter		0.006944%
					Jessica M. Stewart		0.006944%
					Black Gold Energy, LLC		0.006944%
					Kathleen Graham, agent and AIF for Robert Harverson Graham		0.006944%
					<b>Total</b>		<b>0.187500%</b>
					<u>As to Sec 10 E2SW4, Sec 15 E2, E2NW4, SW4</u>		
					Southern Royalties, LLC		0.001736%
					Ilios Exploration, Inc.		0.005208%
					<b>Total</b>		<b>0.006944%</b>
					<u>As to Sec 22 NE4NE4</u>		
					Estate of J. Ralph Stewart, Deceased		0.097222%
					Viola I. Stewart, a widow		0.097222%
					<b>Total</b>		<b>0.194444%</b>

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER & EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY, PRODUCTION PAYMENT, AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
8	(Cont'd)		USA NMNM 070322 (Cont'd)			<i>Interest of the Leah B. Downey, Deceased, et al. (above) As to Sec 10 E2, E2SW4; Sec 15 E2, E2NW4, SW4</i>	
						Debra J. Westmoreland 0.048611%	
						Gary F. Johnson 0.048611%	
						Phillips Land Associates, Inc. 0.048611%	
						Total 0.145833%	
						<i>As to Sec 22 NE4NE4</i>	
						Estate of Leah B. Downey, Deceased 0.145833%	
7	CARSON UNIT FEDERAL TRACTS TOTALING	6,122.29	ACRES OR	86.422609%	OF THE UNIT AREA		
<b>STATE LANDS</b>							
	-- NONE --						
0	CARSON UNIT STATE TRACTS TOTALING	0.00	ACRES OR	0.000000%	OF THE UNIT AREA		
<b>PATENTED LANDS</b>							
	-- NONE --						
0	CARSON UNIT PATENTED TRACTS TOTALING	0.00	ACRES OR	0.000000%	OF THE UNIT AREA		
<b>NAVAJO ALLOTTED LANDS</b>							
9	Township 25 North, Range 11 West N.M.P.M., Section 18 NE	160.00	BIA 14-20-603-1283 (Allotment #261793) Effective Date 2/2/1956 Expiration Date HBP	Heirs of Nah Ti Ye Ca Wood Price a/k/a Frankie Pierce (12.5% Royalty)	100.00000%	DJR Nominee Corporation	100.00000% None
10	Township 25 North, Range 11 West N.M.P.M., Section 18 Lots 1 (40.35 NWNW), 2 (40.42 SWNW), E2NW	160.77	BIA 14-20-603-1284 (Allotment #211619) Effective Date 2/2/1956 Expiration Date HBP	Hoska Ge Has Wood a/k/a Jim Pierce or Heirs of Hoska-Ge-Hos-Wood (12.5% Royalty)	100.00000%	DJR Nominee Corporation	100.00000% None
11	Township 25 North, Range 11 West N.M.P.M., Section 18 Lots 3 (40.50 NWSW), 4 (40.57 SWSW), E2SW	161.07	BIA 14-20-603-1285 (Allotment #262587) Effective Date 2/7/1956 Expiration Date HBP	Heirs of Hoska Ye Ca Wood a/k/a Jim Pierce or Heirs of Hoska Ye Ca Wood Price (12.5% Royalty)	100.00000%	DJR Nominee Corporation	100.00000% None
15	Township 25 North, Range 11 West N.M.P.M., Section 20 NE	160.00	BIA 14-20-603-1440 (Allotment #262587) Effective Date 2/3/1956 Expiration Date HBP	Heirs of Uska Ye Ni Sa a/k/a Steven Canuto (12.5% Royalty)	100.00000%	DJR Nominee Corporation	100.00000% None

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER & EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY, PRODUCTION PAYMENT, AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
19	Township 25 North, Range 11 West N.M.P.M., Section 20 SE	160.00	BIA 14-20-603-1441 (Allotment #262586) Effective Date 2/3/1956 Expiration Date HBP	Heirs of Ray Canuto (12.5% Royalty) 100.00000%	DJR Nominee Corporation 100.00000%	None	DJR Nominee Corporation 100.000000%
20	Township 25 North, Range 11 West N.M.P.M., Section 17 NW	160.00	BIA 14-20-603-1435 (Allotment #211618) Effective Date 2/16/1956 Expiration Date HBP	Heirs of Sanda Wall (12.5% Royalty) 100.00000%	DJR Nominee Corporation 100.00000%	None	DJR Nominee Corporation 100.000000%

6	CARSON UNIT NAVAJO ALLOTTED TRAC	961.84	ACRES OR	13.577391%	OF THE UNIT AREA		
13	CARSON UNIT TRACTS TOTALING	7,084.13	ACRES IN UNIT AREA				

TOTAL CARSON UNIT AREA	
Federal Acres	6,122.29
State Acres	-
Patented Acres	-
Navajo Allotted Acres	961.84
<b>Total Unit Acres</b>	<b>7,084.13</b>
	100.00000000%

SEE NEXT PAGE(S) FOR FOOTNOTES REGARDING OWNERS AND OWNERSHIPS

(\*\*) Ownership of overriding royalty represented above were developed from formal title review of County and Agency records associated with the respective properties described. Review and comparison of these title reports to historical records of the properties in possession of Unit Operator currently being conducted to determine and confirm or update owners reflected herein.

**FOLLOWING ARE FOOTNOTES RELATED TO OVERRIDING ROYALTY AND PRODUCTION PAYMENT INTERESTS REFLECTED IN THIS EXHIBIT "B"**

**Tract 1 - NMSF 078061**

(1) Owners of consolidated 3.5% overriding royalty interest created under that certain Assignment of United States Oil and Gas Lease NMSF 078062 dated June 1, 1951 by and between J. B. Garne r, et ux, as Assignor, and Mrs. Doris Crockett Mims, as Assignee recorded in San Juan County in Book 279 at Page 51 are subject to the terms of Section 7. UNITIZATION clause contained therein and described below. Working Interest Owners described in this Exhibit "B" are successors to the interest of "Assignee" described therein.

**Tract 2 - NMSF 078062A**

(2) Owners of a consolidated 3.5% overriding royalty interest created under that certain Assignment of United States Oil and Gas Lease NMSF 078062 dated June 1, 1951 between G. E. Hall, et ux, as Assignor, and Mrs. Doris Crockett Mim s, as Assignee recorded in San Juan County in Book 279 at Page 51 are subject to the terms of Section 7. UNITIZATION clause contained therein and described below. Working Interest Owners described in this Exhibit "B" are successors to the interest of "Assignee" described therein.

**Tract 3 - NMSF 078063**

(3) Owners of a consolidated 3.5% overriding royalty interest created under that certain Assignment of United States Oil and Gas Lease NMSF 078063 dated June 1, 1951 between J Ralph Stewart, et ux, as Assignor, and Mrs. Louise M Phillips, as Assignee recorded in San Juan County in Book 279 at Page 59 are subject to the terms of Section 7. UNITIZATION clause contained therein and described below. Working Interest Owners described in this Exhibit "B" are successors to the interest of "Assignee" described therein.

**Tract 4 - NMSF 078064**

(4) Owners of a consolidated 3.5% overriding royalty interest created under that certain Assignment of United States Oil and Gas Lease NMSF 078064 dated June 1, 1951 between Hal C Peck, et ux, as Assignor, and Mrs. Doris Crockett Mims, as Assignee recorded in San Juan County in Book 279 at Page 55 are subject to the terms of Section 7. UNITIZATION clause contained therein and described below. Working Interest Owners described in this Exhibit "B" are successors to the interest of "Assignee" described therein.

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER & EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY, PRODUCTION PAYMENT, AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
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**Tract 6 - NMSF 078067**

<sup>(5)</sup> Owners of a consolidated 3.5% overriding royalty interest created under that certain Assignment of United States Oil and Gas Lease **NMSF 078067** dated **June 1, 1951** between **F J Downey, et ux**, as Assignor, and **Robert Mims**, as Assignee recorded in San Juan County in **Book 279 at Page 62** are subject to the terms of Section 7. UNITIZATION clause contained therein and described below. Working Interest Owners described in this Exhibit "B" are successors to the interest of "Assignee" described therein.

**Tract 7 - NMSF 078068A**

<sup>(6)</sup> Owners of a consolidated 3.5% overriding royalty interest created under that certain Assignment of United States Oil and Gas Lease **NMSF 078068** dated **June 1, 1951** between **C B Yarbrough, et ux**, as Assignor, and **Mrs. Louise M Phillips**, as Assignee recorded in San Juan County in **Book 279 at Page 61** are subject to the terms of Section 7. UNITIZATION clause contained therein and described below. Working Interest Owners described in this Exhibit "B" are successors to the interest of "Assignee" described therein.

**Tract 8 - NMSF 078022**

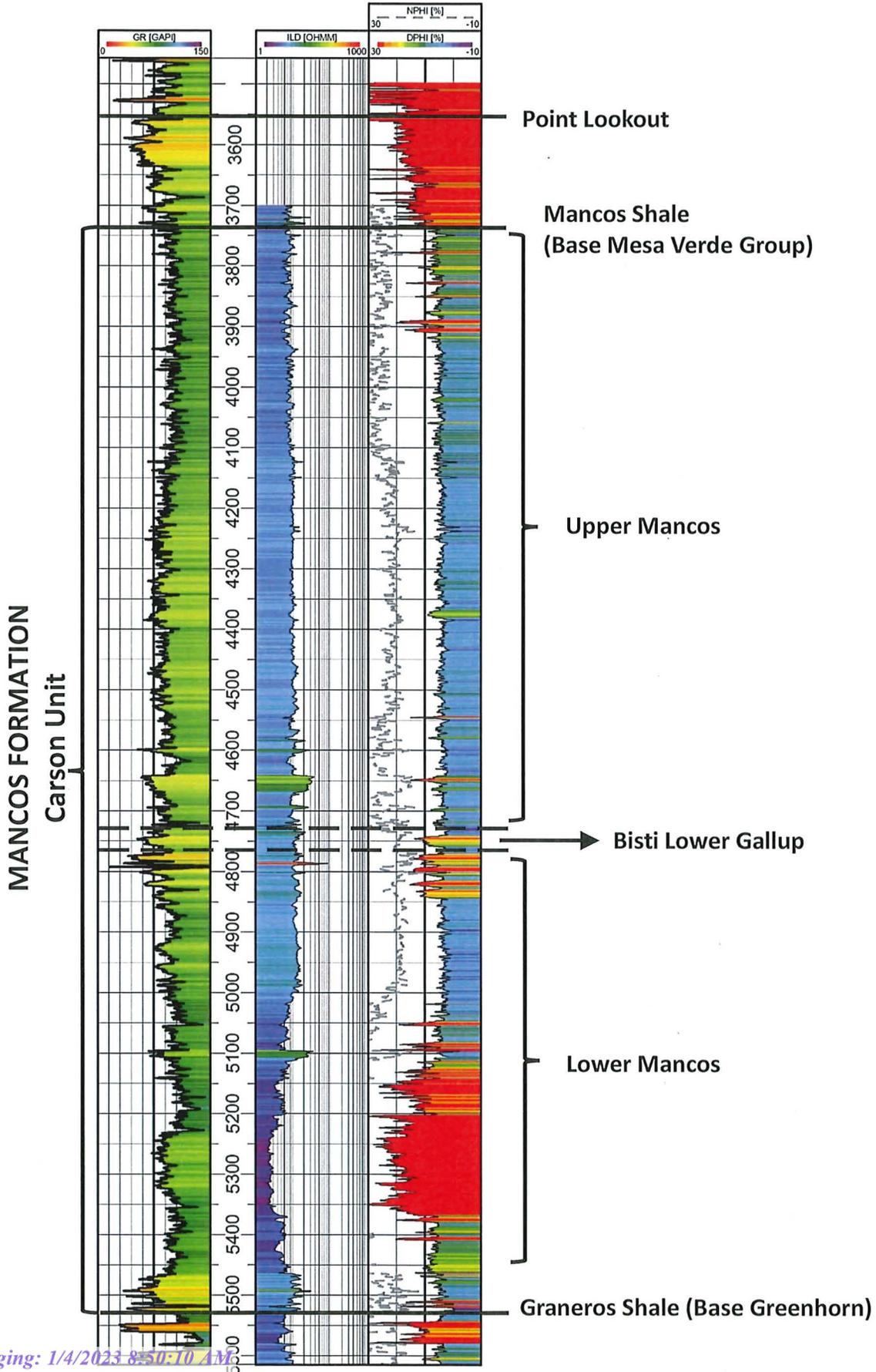
<sup>(7)</sup> Owners of a consolidated 3.5% overriding royalty interest created under that certain Assignment of United States Oil and Gas Lease **NMSF 078066** dated **June 1, 1951** between **Harry Adams, et ux**, as Assignor, and **Mrs. Louise M Phillips**, as Assignee recorded in San Juan County in **Book 279 at Page 60** are subject to the terms of Section 7. UNITIZATION clause contained therein and described below. Working Interest Owners described in this Exhibit "B" are successors to the interest of "Assignee" described therein.

<sup>(1)(2)(3)(4)(5)(6)(7)</sup> 7. UNITIZATION. *It is understood and agreed that Assignee shall have the right, as to all or any part of the above described lands and as to any sand or horizon thereof, to enter into a cooperative or unit plan of development or operation, or other plan for the conservation of oil or gas in a single pool or area, or other agreements relating to the development of and production from said land in such manner and form as Assignee shall deem proper, and from time to time to modify, change or terminate any such plan or plans or agreements; and Assignor hereby expressly ratifies and approves all such plans and agreements which may be so entered into by Assignee. In the event that said above described lands, or any part thereof, or any sands or horizons 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 lands covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the overriding royalty payments to be made to Assignor under the provisions hereof, shall 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 overriding royalty payments to be made hereunder to Assignor shall be based on the production only as so allocated.*

30045316060000  
T25N R12W S16  
ELM RIDGE RES INC  
CENTRAL BISTI SWD  
161

### EXHIBIT "6"

Attached to and made part of Amendment to  
Unit Agreement for Carson Unit dated  
effective March 18, 2020.





# Carson Unit Expanded

## NMNM 078385X

As of March 18, 2020

San Juan County, New Mexico

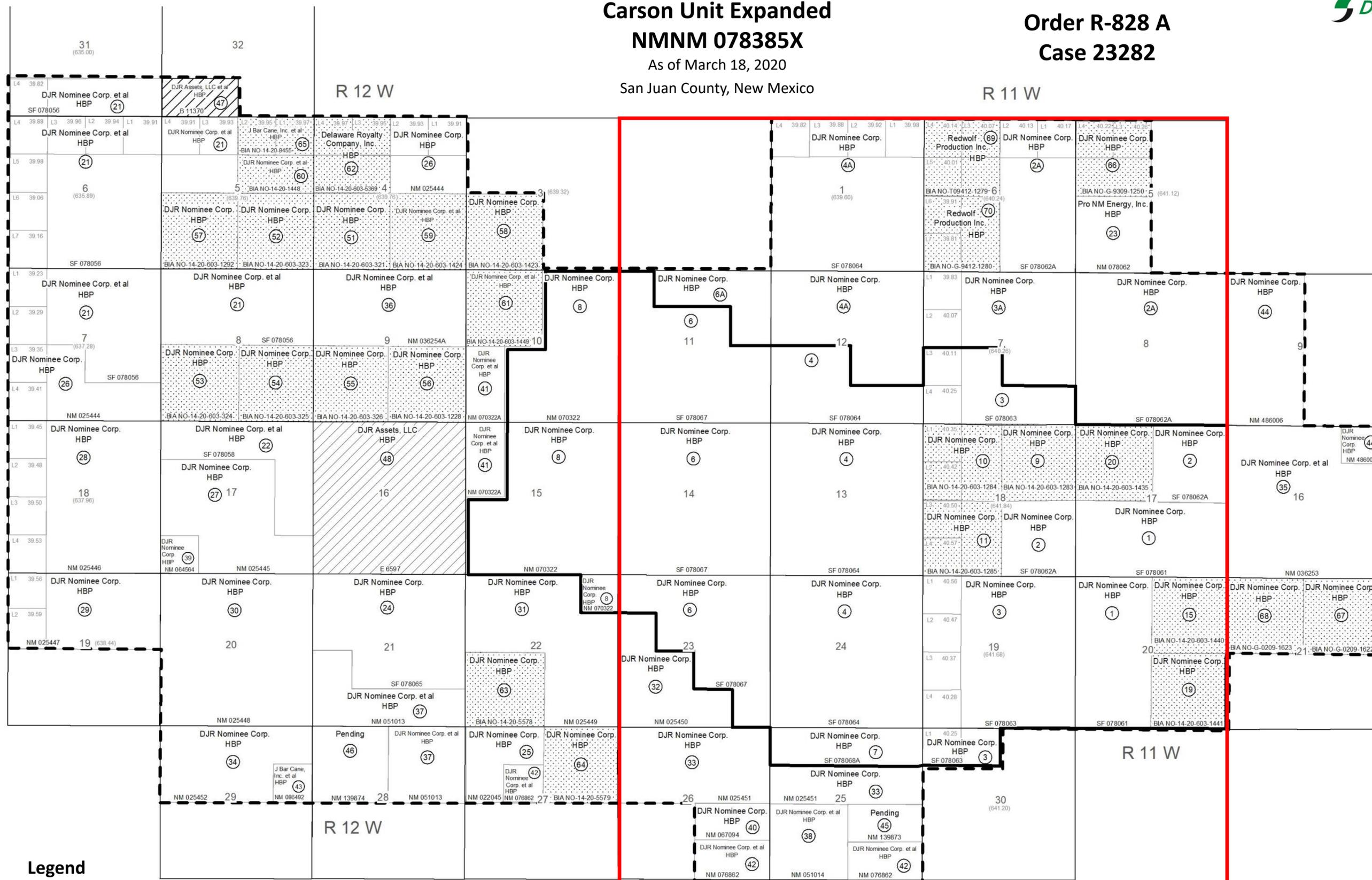
# Order R-828 A

## Case 23282

T 26 N

T 25 N

T 25 N



### Legend

- Carson Expanded Unit Area
- Carson Unit Mancos Participating Area
- NM OCD Order R-828 A
- Tract Number

BEFORE THE OIL CONSERVATION DIVISION  
 Santa Fe, New Mexico  
 Exhibit No. B6  
 Submitted by: DJR Operating, LLC  
 Hearing Date: January 5, 2023  
 Case No. 23282

	Total Carson Unit Expanded		Carson Unit Expansion Area		Carson Unit	
Federal Lands	17,870.87	76.920299%	11,748.58	72.751851%	6,122.29	86.422609%
State Lands	1,360.00	5.853750%	1,360.00	8.421658%	0	0.000000%
Navajo Allotted Lands	4,002.10	17.225951%	3,040.26	18.826492%	961.84	13.577391%
<b>Total Unit Acres</b>	<b>23,232.97</b>	<b>100.000000%</b>	<b>16,148.84</b>	<b>100.000000%</b>	<b>7,084.13</b>	<b>100.000000%</b>



Note: Unless otherwise noted herein the sections on this plat contain 640.00 acres  
 Released to Imaging: 1/4/2023 8:50:10 AM



# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
New Mexico State Office  
301 Dinosaur Trail  
Santa Fe, New Mexico 87508  
<https://www.blm.gov/new-mexico>

In Reply Refer To:  
NM078385X  
3105.2 (NM9250)

Reference:  
Final Approval of Unit Agreement Amendment  
Carson Unit (NMNM078385X)  
San Juan County, New Mexico

**BEFORE THE OIL CONSERVATION DIVISION**  
Santa Fe, New Mexico  
**Exhibit No. B7**  
**Submitted by: DJR Operating, LLC**  
**Hearing Date: January 5, 2023**  
**Case No. 23282**

DJR Energy  
Attn: Kurt Froistad  
1700 Lincoln Street, Suite 2800  
Denver, CO 80203

Gentlemen:

The Carson Unit, San Juan County, New Mexico, Amendment to the Unit Agreement is approved and effective as of 1<sup>st</sup> day of **July 1, 2022**.

The unit agreement amendment submitted for the area designation is for all oil and gas in the Mancos formation of the unitized lands, defined as that interval located from below the stratigraphic equivalent of the top of the Mancos Shale (base of Mesa Verde Group) identified at 3,736' MD to the stratigraphic equivalent of the base of the Mancos Shale (base of Greenhorn Limestone) identified at 5,526' MD as shown in the Central Bisti SWD 161 well (API # 30-045-31606) located in Township 25 North, Range 12 West, Section 16, San Juan County, New Mexico”

The unit agreement amendment embraces 7084.13 acres more or less, of which 6,122.29 acres (86.422609%) are Federal, and 961.84 acres (13.577391%) are Navajo Allotted Lands.

All federal lands and interests are fully committed (FC). All parties owning interests in lands within the unit were invited to join the unit agreement amendment. DJR submits the Amendment with full authority and joinder of all associated Record Title, Operating Rights, and Overriding Royalty owners.

In view of the foregoing commitment status, effective control of operations within the unit area is assured. We are of the opinion that the agreement amendment is necessary and advisable in the public interest and for the purpose of more properly conserving natural resources.

Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.

All unit wells shall be operated by the Unit Operator and all unit wells shall be named after the unit's name with consecutive and or unique well numbers .

Copies of the approved agreement are being distributed to the appropriate Federal offices. You are requested to furnish all interested parties with appropriate evidence of this approval. If you have any questions, please contact Edward Fernandez at efernand@blm.gov.

As provided in 43 CFR 3165.3(b), you may request an administrative review of this decision before the State Director. Per 43 CFR 3165.4, you may appeal any instructions, orders, or decisions issued by the BLM New Mexico State Office directly to the Interior Board of Land Appeals pursuant to the regulations found at 43 CFR 4. A copy of Form 1842-1, Information on Taking Appeals to the Interior Board of Land Appeals, is enclosed.

Sincerely,

**KYLE  
PARADIS** Digitally signed by  
KYLE PARADIS  
Date: 2022.09.19  
12:56:43 -06'00'

Kyle Paradis  
Branch Chief of Reservoir Management  
Division of Minerals

Enclosures:

- 1- Application for Unit Agreement Amendment
- 2 - Carson Unit Agreement Amendment
- 3 - Carson Unit Exhibits A and B
- 4 - BLM Form 1842-1

cc w/ enclosures:

FFO

FIMO

cc w/o enclosures:

NM92500, L. Rivera

NM92000, D. Ellenburg

ONRR



## United States Department of the Interior

### FEDERAL INDIAN MINERALS OFFICE

6251 College Boulevard, Suite B

Farmington, New Mexico 87402

September 12, 2022

In Reply Refer To:  
Proposed Carson Unit  
Amendment NMNM078385X  
3105.2 (NM9250)

Kyle Paradis  
Branch Chief of Reservoir Management, Division of Minerals  
Bureau of Land Management  
New Mexico State Office  
301 Dinosaur Trail  
Santa Fe, New Mexico 87508

Dear Mr. Paradis:

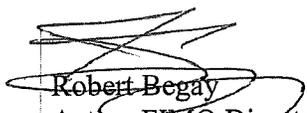
Federal Indian Minerals Office (FIMO) is writing to inform you of our concurrence and approval with BLM's Proposal of the Carson Unit.

1. Final approval of Application for Unit Agreement Amendment to Carson Unit NMNM078385X (this includes termination of production payments)
2. Initial request for Approval of Application for Unit Agreement Amendment to Carson Unit NMNM078385X

Enclosed find our Certification page.

This is in the best interest of the Indian Allottees and meet the public interest requirements. If additional information is required, please contact FIMO at (505) 564-7640.

Sincerely,

  
Robert Begay  
Acting FIMO Director



# United States Department of the Interior

## FEDERAL INDIAN MINERALS OFFICE

6251 College Boulevard, Suite B  
Farmington, New Mexico 87402

September 12, 2022

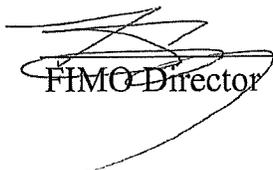
In Reply Refer to:  
Proposed Carson Unit Agreement  
Amendment NMNM078385X  
3105.2 (NM9250)

### APPROVAL-CERTIFICATION -DETERMINATION

Pursuant to the authority vested in the Secretary of the Interior under the Allotted Land Leasing Act of March 3, 1909, 35 Stat. 783, 25 U.S.C. 396, as to Allotted Indian Lands and delegated to the Director, Federal Indian Minerals Office, we do hereby:

- A. Approve the attached Carson Unit Agreement covering the lands identified in Exhibit A attached in Amendment as Exhibit "4", and Exhibit B attached hereto as Exhibit "5" of the subject Unit Agreement.
- B. Certify that the Carson Unit unitizes only the Mancos Formation as to oil and natural gas, herein referred to as "unitized substances".
- C. Certify and determine that consummation and approval of the Carson Unit Agreement is in the best interest of the Indian landowners.
- D. Certify and determine that the drilling, producing, rental and royalty requirements of the Indian leases committed to said Unitization Agreement is hereby established, altered, changed, or revoked to conform with the terms and conditions of this Agreement.

Date 9/12/2022

  
FIMO Director

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

APPLICATION OF DJR OPERATING,  
LLC TO AMEND ORDER NO. R-828-A  
AFFECTING THE CARSON UNIT, SAN  
JUAN COUNTY, NEW MEXICO.

CASE NO. 23282

SELF-AFFIRMED STATEMENT OF JACK ROSENTHAL

1. My name is Jack Rosenthal, and I am employed by DJR Operating, LLC. (“DJR”) as Vice President for Geosciences. I am familiar with the application filed by DJR in this case and have conducted a geologic study of the unit area.

2. I have not previously testified before the New Mexico Oil Conservation Division. My resume is attached as DJR Exhibit C-1. I believe my education and work experience as a petroleum geologist qualifies me to testify as an expert witness in petroleum geology.

3. DJR Exhibit C-2 is a subsea-level structure map on the top of the Gallup B formation with 20-foot contour intervals. This exhibit demonstrates that the formation gently dips to the north. The Carson Expanded Unit Area is outlined in red. I do not observe any faults, pinch outs, or other geologic impediments to efficiently and effectively developing Carson Expanded Unit Area with a unitized plan of operation.

4. Also depicted on the map are the locations of the type log well, depicted with a yellow star, and well logs used to create a stratigraphic cross section from A to A’ and B to B’. Wells in these cross sections were chosen because they contain good logs and are representative of the geology underlying the unit area.

BEFORE THE OIL CONSERVATION DIVISION  
Santa Fe, New Mexico  
Exhibit No. C  
Submitted by: DJR Operating, LLC  
Hearing Date: January 5, 2023  
Case No. 23282

5. **DJR Exhibit C-3** is a north-south stratigraphic cross-section using the wells depicted in Exhibit C-2 from A to A'. I have identified on the cross section the top and bottom of the unitized interval. This cross section demonstrates that the unitized interval is continuous across the revised unit area from a north to south direction.

6. **DJR Exhibit C-4** is a west-east stratigraphic cross-section using the wells depicted in Exhibits C-2 from B to B'. I have identified on the cross section the top and bottom of the unitized interval. This cross section demonstrates that the unitized interval is continuous across the revised unit area from a west to east direction.

7. DJR also seeks to amend Order No. R-828-A to modify the Unitized Interval within the Carson Expanded Unit Area to interval approved by U.S. Bureau of Land Management and Federal Indian Minerals Office, being the Mancos formation, defined as being that interval located from below the stratigraphic equivalent of the top of the Mancos Shale (base of Mesaverde Group) identified at 3,736 feet measured depth to the stratigraphic equivalent of the base of the Mancos Shale (base of Greenhorn Limestone) identified at 5,526 feet measured depth as shown in the Central Bisti SWD 161 well (API# 30-045-31606) located in Township 25 North, Range 12 West, Section 16, San Juan County, New Mexico.

8. **DJR Exhibit C-5** is a type log of the Central Bisti SWD 161 well with the unitized interval marked at the top and bottom of the Mancos formation.

9. In my opinion, approval of this application to incorporate these changes is in the best interests of conservation, the prevention of waste, and the protection of correlative rights.

10. **DJR Exhibits C-1 through C-5** were either prepared by me or compiled under my direction and supervision.

11. I affirm under penalty of perjury under the laws of the State of New Mexico that the foregoing statements are true and correct. I understand that this self-affirmed statement will be used as written testimony in this case. This statement is made on the date next to my signature below.

  
\_\_\_\_\_  
Jack Rosenthal

01/03/2023  
Date

## Jack Rosenthal

Jack Rosenthal has more than 15 years of professional experience in the upstream oil and gas sector. Comprehensive exploration projects across the Rocky Mountain region have yielded expertise in resource play analysis, development planning and asset valuation geared towards value driven growth.

### **BUSINESS EXPERIENCE**

#### **DJR Energy, LLC**

##### ***Vice President Geoscience and Investor (2/2019 – Present)***

- Established the foundation for growth in the San Juan Basin with a detailed geologic interpretation and development strategy. DJR Energy's geoscience team has developed proprietary techniques for evaluating new plays while continuing to focus on analysis of growth opportunities via the drill bit and asset acquisitions.

##### ***Geoscience Manager (5/2017-2/2019)***

- Directed DJR Energy's geologic evaluation of the San Juan Basin with a focus on the Gallup sand
- Coordinated the technical evaluation of numerous assets to build a prominent position in the San Juan Basin

#### **DJ Resources Inc.**

##### ***Geoscience Supervisor (12/2013-5/2017)***

- Responsible for managing exploration projects and geologic work in Denver-Julesburg Basin
- Focused on identifying and mapping emerging plays to facilitate the evaluation of A&D opportunities in the Denver-Julesburg and other Rocky Mountain Basins (Powder River, Uinta, Sand Wash, North Park, Washakie)
- Led interdisciplinary teams of landmen, geologists and engineers to build detailed drilling plans and schedule to develop a 44,000+ acre lease position around Wattenberg Field

##### ***Geologist (04/2007-12/2013)***

- Managed exploration work in the Denver-Julesburg Basin Niobrara and Codell play
- Evaluated geology and assisted in valuation of acquisitions totaling 200,000+ net acres
- Generated new unconventional play prospects based on extensive research and development of regional geologic framework in the Denver-Julesburg, Powder River and Uinta Basins

#### **Encore Energy LLC**

##### ***Geologist (06/2006-04/2007)***

- Mapped conventional prospects in Denver-Julesburg basin
- Developed detailed stratigraphic correlations and framework for Cretaceous systems in the Denver-Julesburg basin

### **EDUCATION**

BA Geology, 2006, Franklin and Marshall College, Lancaster, PA

### **PROFESSIONAL MEMBERSHIPS**

RMAG member (2006-present)

AAPG member (2008-present)

**BEFORE THE OIL CONSERVATION DIVISION**  
 Santa Fe, New Mexico  
 Exhibit No. C1  
 Submitted by: DJR Operating, LLC  
 Hearing Date: January 5, 2023  
 Case No. 23282

**DJR Energy LLC**  
 1700 Lincoln St. Suite 2800, Denver, CO 80203  
 (303) 717-9898 jrosenthal@djrlc.com

Santa Fe, New Mexico

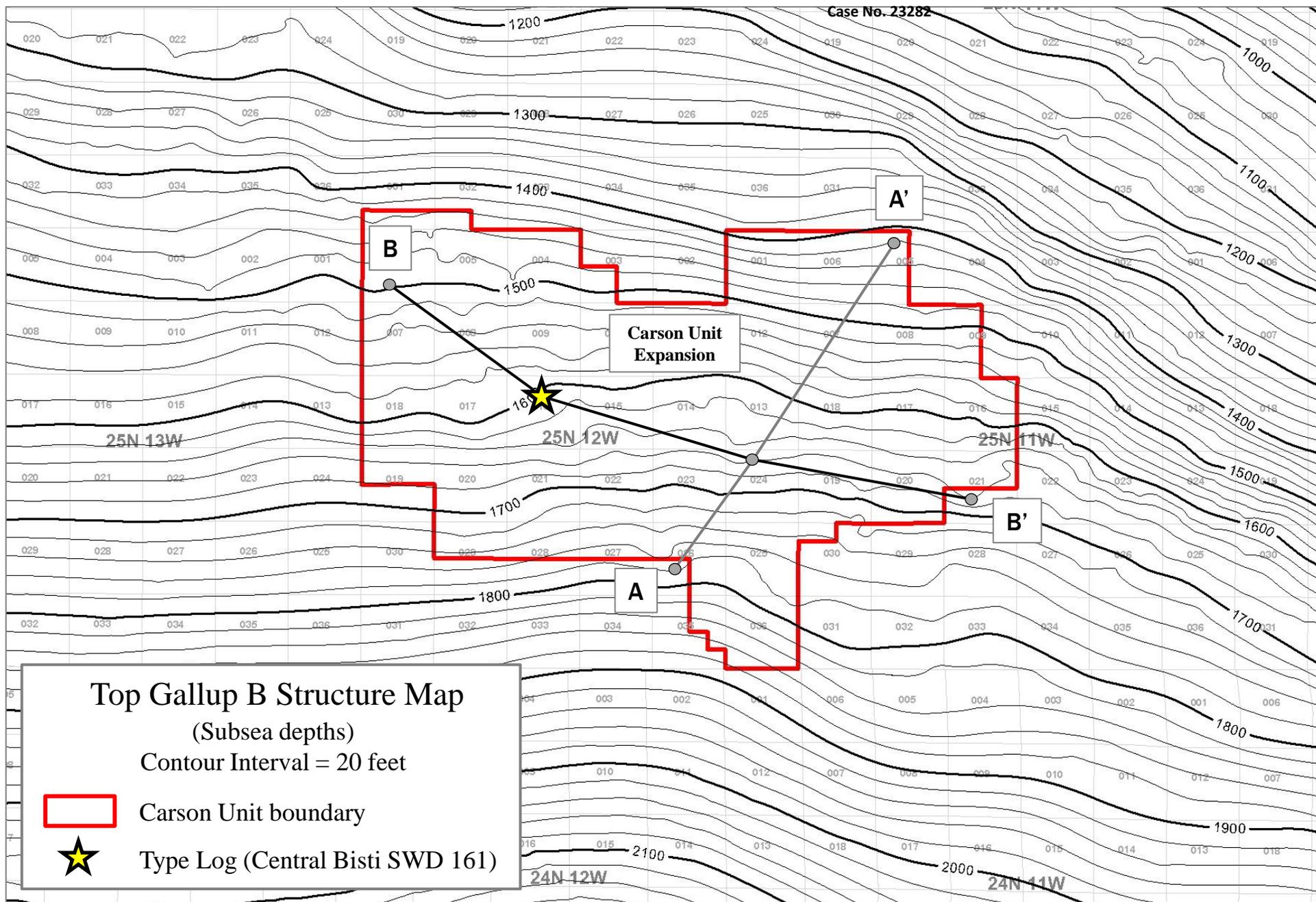
Exhibit No. C2

Submitted by: DJR Operating, LLC

Hearing Date: January 5, 2023

Case No. 23282

# Exhibit C-2 Structure Map



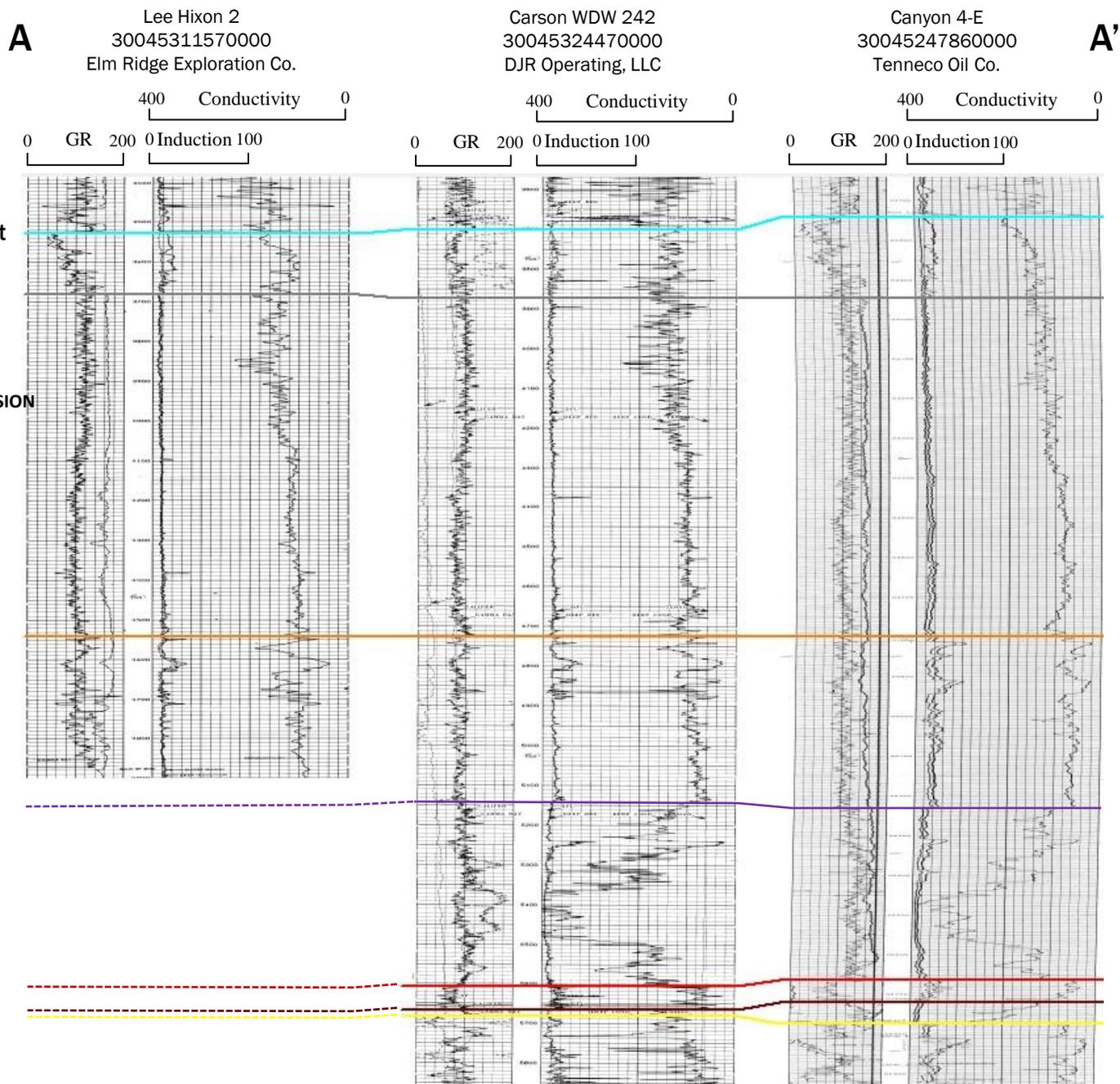
## Top Gallup B Structure Map

(Subsea depths)

Contour Interval = 20 feet

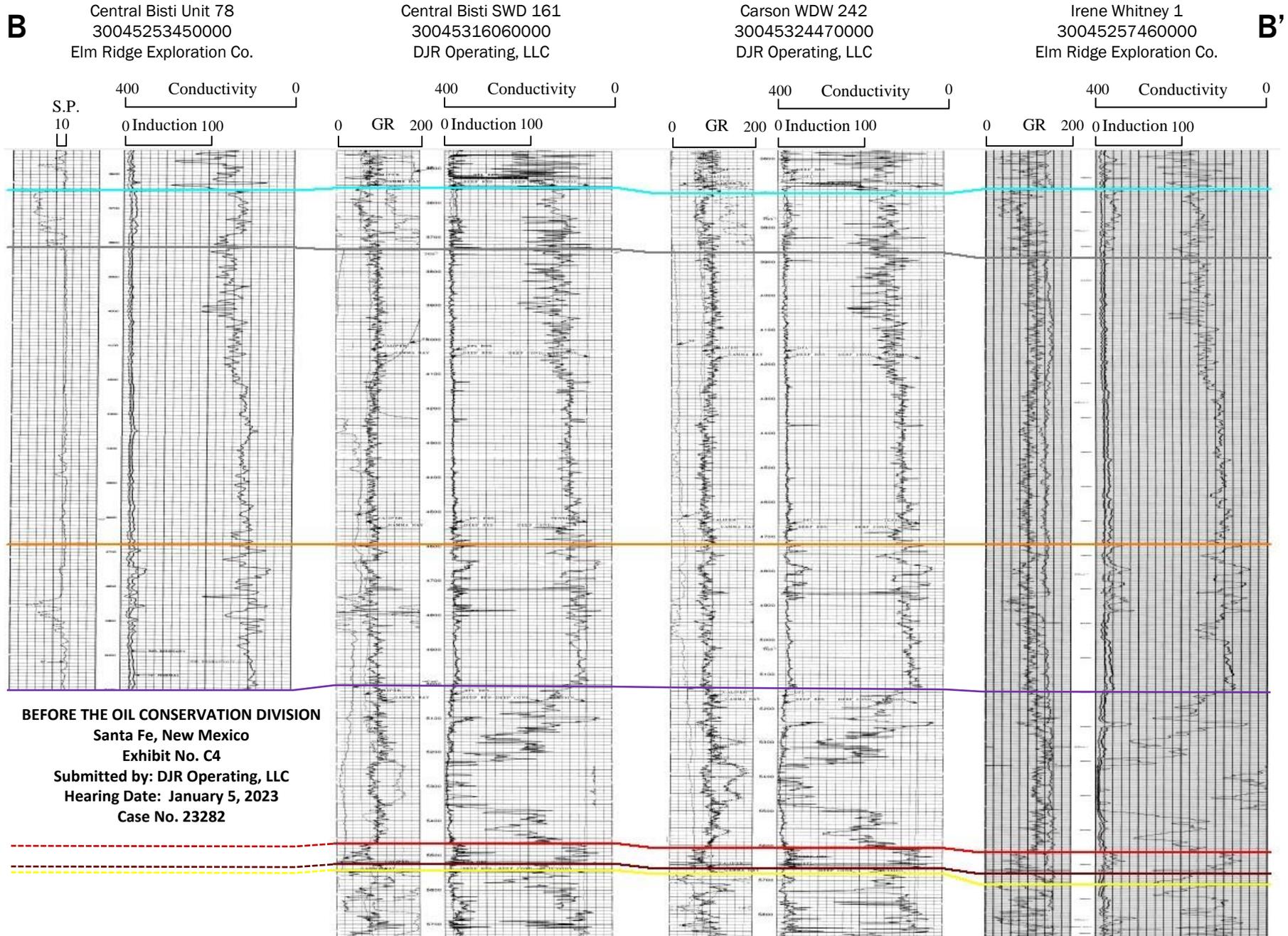
- Carson Unit boundary
- ★ Type Log (Central Bisti SWD 161)

# Exhibit C-3 Cross Section A – A'



BEFORE THE OIL CONSERVATION DIVISION  
 Santa Fe, New Mexico  
 Exhibit No. C3  
 Submitted by: DJR Operating, LLC  
 Hearing Date: January 5, 2023  
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# Exhibit C-4 Cross Section B – B'



# Exhibit C-5 Type Log

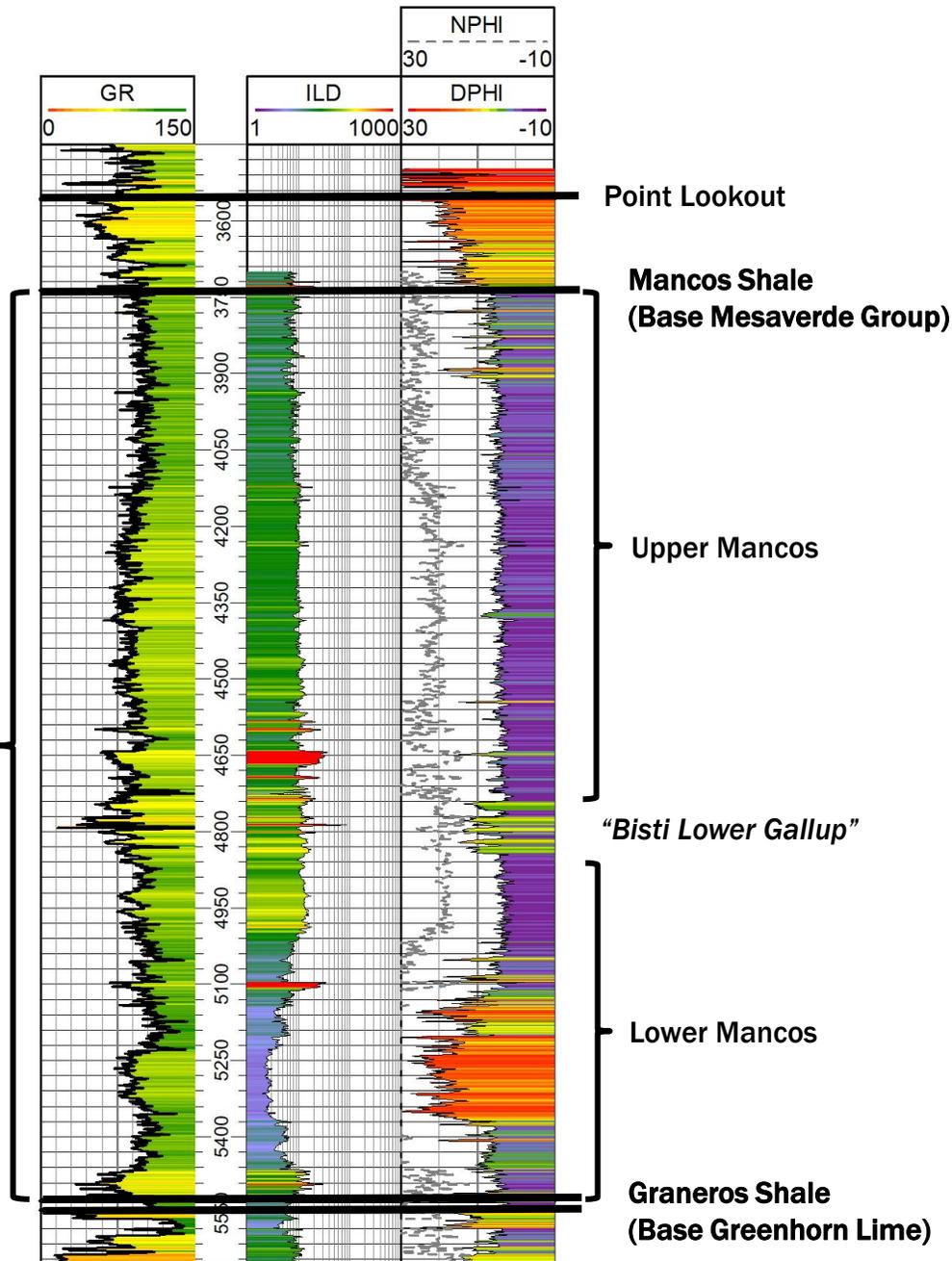
30-045-31606-0000

T25N R12W S16

Central Bisti SWD 161

BEFORE THE OIL CONSERVATION DIVISION  
Santa Fe, New Mexico  
Exhibit No. C5  
Submitted by: DJR Operating, LLC  
Hearing Date: January 5, 2023  
Case No. 23282

UNITIZED INTERVAL  
MANCOS FORMATION





SUBSCRIBED AND SWORN to before me this 3rd day of January, 2023 by Adam G.

Rankin.

  
Notary Public

My Commission Expires:

Nov. 12, 2023

STATE OF NEW MEXICO  
NOTARY PUBLIC  
CARLA GARCIA  
COMMISSION # 1127528  
COMMISSION EXPIRES 11/12/2023



Adam G. Rankin  
Phone (505) 954-7294  
Fax (505) 819-5579  
AGRankin@hollandhart.com

December 16, 2022

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

**TO: AFFECTED PARTIES**

**RE: Application of DJR Operating, LLC to amend Order No. R-828-A Affecting the Carson Unit, San Juan County, New Mexico.**

Ladies and Gentlemen:

This letter is to advise you that DJR Operating, LLC has filed the enclosed application. A hearing has been requested before a Division Examiner on January 5, 2023, and the status of the hearing can be monitored through the Division’s website at <https://www.emnrd.nm.gov/ocd/>.

**During the COVID-19 Public Health Emergency, state buildings are closed to the public and hearings will be conducted remotely beginning at 8:15 a.m. To participate in the electronic hearing, see the instructions posted on the OCD Hearings website: <https://www.emnrd.nm.gov/ocd/hearing-info/>.**

You are not required to attend this hearing, but as an owner of an interest that may be affected by this application, you may appear and present testimony. Failure to appear at that time and become a party of record will preclude you from challenging the matter at a later date. Parties appearing in cases are required by Division Rule 19.15.4.13.B to file a Pre-hearing Statement four business days in advance of a scheduled hearing. This statement must be filed online or in person at the Division’s Santa Fe office and should include: the names of the parties and their attorneys; a concise statement of the case; the names of all witnesses the party will call to testify at the hearing; the approximate time the party will need to present its case; and identification of any procedural matters that are to be resolved prior to the hearing.

If you have any questions about this matter, please contact Mona Binion at (303) 407-7399 or [mbinion@djrlc.com](mailto:mbinion@djrlc.com).

Sincerely,

Adam G. Rankin  
**ATTORNEY FOR DJR OPERATING, LLC**

T 505.988.4421 F 505.983.6043  
110 North Guadalupe, Suite 1, Santa Fe, NM 87501-1849  
Mail to: P.O. Box 2208, Santa Fe, NM 87504-2208  
[www.hollandhart.com](http://www.hollandhart.com)

Alaska	Montana	Utah
Colorado	Nevada	Washington, D.C.
Idaho	New Mexico	Wyoming

DJR\_Amend Carson Unit Order R-828-A  
Case No 23282 Postal Delivery Report

TrackingNo	ToName	DeliveryAddress	City	State	Zip	USPS_Status
9414811898765835179406	Alexander, Clinath J	PO Box 1738	Shiprock	NM	87420-1738	Your item was picked up at the post office at 11:08 am on December 21, 2022 in SHIPROCK, NM 87420.
9414811898765835179444	Angle, Angie B	PO Box 66	Crownpoint	NM	87313-0066	Your item was picked up at the post office at 12:56 pm on December 21, 2022 in CROWNPOINT, NM 87313.
9414811898765835179482	Arthur, Grace J Estate	PO Box 425	Fruitland	NM	87416-0425	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the FRUITLAND, NM 87416 Post Office.
9414811898765835179437	Arviso, Marcellus	407 N Church St	Bloomfield	NM	87413-5606	Your item was picked up at the post office at 10:05 am on December 28, 2022 in BLOOMFIELD, NM 87413.
9414811898765835179475	Aspaas, Anthony H	435 Road 6100	Kirtland	NM	87417-9312	Your item was delivered to an individual at the address at 2:21 pm on December 20, 2022 in KIRTLAND, NM 87417.
9414811898765835179512	Aspaas, Christopher	PO Box 2247	Fruitland	NM	87416-2247	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the FRUITLAND, NM 87416 Post Office.
9414811898765835179550	Aspaas, Duane M	34 Road 6050	Farmington	NM	87401-9607	Your item was picked up at the post office at 8:50 am on December 30, 2022 in FARMINGTON, NM 87401.
9414811898765835179567	Aspaas, Frank Jr	PO Box 187	Fruitland	NM	87416-0187	Your item was picked up at the post office at 11:48 am on December 20, 2022 in FRUITLAND, NM 87416.
9414811898765835179529	Aspaas, Julia A	PO Box 2279	Shiprock	NM	87420-2279	Your item was picked up at the post office at 12:38 pm on December 21, 2022 in SHIPROCK, NM 87420.
9414811898765835179505	Aspaas, Karla A	PO Box 427	Shiprock	NM	87420-0427	Your item was picked up at the post office at 9:31 am on December 23, 2022 in SHIPROCK, NM 87420.
9414811898765835179598	Aspaas, Michael W	PO Box 3061	Shiprock	NM	87420-3061	Your item was picked up at the post office at 1:20 pm on December 27, 2022 in SHIPROCK, NM 87420.
9414811898765835179543	Aspaas, Rawlin E	PO Box 3058	Shiprock	NM	87420-3058	Your item was picked up at the post office at 11:46 am on December 23, 2022 in SHIPROCK, NM 87420.
9414811898765835179581	Atcitty, Wanda M	PO Box 2774	Shiprock	NM	87420-2774	Your item was picked up at the post office at 1:45 pm on December 27, 2022 in SHIPROCK, NM 87420.
9414811898765835179536	Atencio, Elouise P	PO Box 371	Nageezi	NM	87037-0371	Your item was delivered at 11:32 am on December 31, 2022 in NAGEEZI, NM 87037.
9414811898765835179574	Baas, Cindy B	3404 Box Canyon Ave	Gallup	NM	87301-6903	This is a reminder to arrange for redelivery of your item or your item will be returned to sender.
9414811898765835173213	Barber, Imogene	PO Box 3972	Farmington	NM	87499-3972	Your item was picked up at the post office at 11:28 am on December 23, 2022 in FARMINGTON, NM 87401.

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9414811898765835173251	Bedonie, Barbara H	PO Box 511	Farmington	NM	87499-0511	Your item was picked up at the post office at 9:44 am on December 21, 2022 in FARMINGTON, NM 87401.
9414811898765835173220	Begaii, Louise	PO Box 912	Bloomfield	NM	87413-0912	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the BLOOMFIELD, NM 87413 Post Office.
9414811898765835173299	Begay, Alroy Roger	PO Box 981	Kirtland	NM	87417-0981	Your item was picked up at the post office at 1:50 pm on December 30, 2022 in KIRTLAND, NM 87417.
9414811898765835173244	Begay, Angie A	PO Box 392	Bloomfield	NM	87413-0392	Your item was picked up at the post office at 1:05 pm on December 20, 2022 in BLOOMFIELD, NM 87413.
9414811898765835173282	Begay, Ann H	PO Box 3647	Farmington	NM	87499-3647	Your item was picked up at the post office at 12:59 pm on December 23, 2022 in FARMINGTON, NM 87401.
9414811898765835173237	Begay, Cecelia Estate	PO Box 1293	Shiprock	NM	87420-1293	Your item was picked up at the post office at 2:35 pm on December 22, 2022 in SHIPROCK, NM 87420.
9414811898765835173275	Begay, Danielle C Werito-	PO Box 5615	Farmington	NM	87499-5615	Your item was picked up at the post office at 11:08 am on December 21, 2022 in FARMINGTON, NM 87401.
9414811898765835173817	Begay, Darlene J	238 E Vidas Ave Apt 1	South Salt Lake	UT	84115-3270	Your item was delivered to a neighbor as requested at 4:48 pm on December 22, 2022 in SALT LAKE CITY, UT 84115.
9414811898765835173855	Begay, Darrel	1002 Mangum Rd	Bloomfield	NM	87413-9647	This is a reminder to arrange for redelivery of your item or your item will be returned to sender.
9414811898765835173862	Begay, Denny C/O Veronica Flores	PO Box 812	Bloomfield	NM	87413-0812	Your item was picked up at the post office at 3:23 pm on December 30, 2022 in BLOOMFIELD, NM 87413.
9414811898765835173824	Begay, Elva A	PO Box 1542	Fruitland	NM	87416-1542	Your item was picked up at the post office at 2:29 pm on December 21, 2022 in FRUITLAND, NM 87416.
9414811898765835173893	Begay, Evaline	PO Box 2354	Kirtland	NM	87417-2354	Your item was picked up at the post office at 11:17 am on December 22, 2022 in KIRTLAND, NM 87417.
9414811898765835173886	Begay, Evelyn	PO Box 981	Kirtland	NM	87417-0981	Your item was picked up at the post office at 1:50 pm on December 30, 2022 in KIRTLAND, NM 87417.
9414811898765835173831	Begay, Lavena	PO Box 981	Kirtland	NM	87417-0981	Your item was picked up at the post office at 1:50 pm on December 30, 2022 in KIRTLAND, NM 87417.
9414811898765835173718	Begay, Lillie L	PO Box 1032	Fruitland	NM	87416-1032	Your item was picked up at the post office at 11:26 am on December 28, 2022 in FRUITLAND, NM 87416.
9414811898765835173756	Begay, Lorenzo C/O Heaven of Hope	1101 W 7th Ave	Denver	CO	80204-4438	Your item was delivered to the front desk, reception area, or mail room at 9:56 am on December 19, 2022 in DENVER, CO 80204.

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9414811898765835173725	Begay, Marjorie H	PO Box 3647	Farmington	NM	87499-3647	Your item was picked up at the post office at 12:59 pm on December 23, 2022 in FARMINGTON, NM 87401.
9414811898765835173701	Begay, Melissa	2513 N Lee Ave Apt 2	Farmington	NM	87402-1957	Your item was picked up at the post office at 12:12 pm on December 21, 2022 in FARMINGTON, NM 87401.
9414811898765835173794	Begay, Melvin A	PO Box 572	Fruitland	NM	87416-0572	Your item was picked up at the post office at 10:44 am on December 20, 2022 in FRUITLAND, NM 87416.
9414811898765835173749	Begay, Peter	PO Box 425	Wadsworth	NV	89442-0425	This is a reminder to pick up your item before January 5, 2023 or your item will be returned on January 6, 2023. Please pick up the item at the WADSWORTH, NV 89442 Post Office.
9414811898765835173787	Begay, Robert Estate	PO Box 1723	Bloomfield	NM	87413-1723	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the BLOOMFIELD, NM 87413 Post Office.
9414811898765835173732	Begay, Teddy Estate	PO Box 213	Shiprock	NM	87420-0213	Your item was picked up at the post office at 4:27 pm on December 22, 2022 in SHIPROCK, NM 87420.
9414811898765835173770	Begay, Virgil	11100 Gibson Blvd SE Unit F153	Albuquerque	NM	87123-3434	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765835173916	Begay, Wendell	11100 Gibson Blvd SE Unit 153	Albuquerque	NM	87123-3434	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765835173954	Benallie, James W	1220 Wellesley Dr SE Apt B	Albuquerque	NM	87106-2455	This is a reminder to arrange for redelivery of your item or your item will be returned to sender.
9414811898765835173961	Benally, Arlyn Darren	2243 N Highway 89 Trlr 11	Pleasant View	UT	84404-2619	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765835173923	Benally, Carolyn A	700 Eubank Blvd SE Apt 116	Albuquerque	NM	87123-1900	Your item was returned to the sender on December 20, 2022 at 4:29 pm in ALBUQUERQUE, NM 87123 because the addressee was not known at the delivery address noted on the package.
9414811898765835173909	Benally, Darvin	PO Box 534	Bloomfield	NM	87413-0534	Your item was picked up at the post office at 3:43 pm on December 22, 2022 in BLOOMFIELD, NM 87413.
9414811898765835173992	Benally, David	PO Box 382	Farmington	NM	87499-0382	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the FARMINGTON, NM 87499 Post Office.

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9414811898765835173947	Benally, David	PO Box 382	Farmington	NM	87499-0382	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the FARMINGTON, NM 87499 Post Office.
9414811898765835173930	Benally, Ethel	2908 Main St	Rowlett	TX	75088-3908	Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.
9414811898765835173978	Benally, Eugene	PO Box 1991	Bloomfield	NM	87413-1991	Your item was picked up at the post office at 1:01 pm on December 20, 2022 in BLOOMFIELD, NM 87413.
9414811898765835173619	Benally, Irene T	608 S Mesa Verde Ave	Farmington	NM	87401-8556	This is a reminder to arrange for redelivery of your item or your item will be returned to sender.
9414811898765835173657	Benally, Kee	PO Box 382	Farmington	NM	87499-0382	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the FARMINGTON, NM 87499 Post Office.
9414811898765835173664	Benally, Louise	PO Box 1373	Farmington	NM	87499-1373	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the FARMINGTON, NM 87499 Post Office.
9414811898765835173626	Benally, Mae	PO Box 203	Bloomfield	NM	87413-0203	Your item was picked up at the post office at 8:10 am on December 27, 2022 in BLOOMFIELD, NM 87413.
9414811898765835173602	Benally, Manuel	PO Box 382	Farmington	NM	87499-0382	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the FARMINGTON, NM 87499 Post Office.
9414811898765835173695	Benally, Marilyn	5859 Pierce St Apt 203	Arvada	CO	80003-5537	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765835173688	Benally, Patricia	4220 Azalea St	Farmington	NM	87402-1748	Your item was delivered to an individual at the address at 4:52 pm on December 20, 2022 in FARMINGTON, NM 87402.
9414811898765835173633	Benally, Rita	PO Box 585	Bloomfield	NM	87413-0585	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the BLOOMFIELD, NM 87413 Post Office.
9414811898765835173114	Benally, Sam J Estate	PO Box 982	Bloomfield	NM	87413-0982	Your item was picked up at the post office at 1:07 pm on December 22, 2022 in BLOOMFIELD, NM 87413.

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9414811898765835173152	Benally, Samuel	PO Box 6567	Farmington	NM	87499-6567	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the FARMINGTON, NM 87499 Post Office.
9414811898765835173169	Benally, Zanagoliche V L	PO Box 38	Mescalero	NM	88340-0038	Your item was picked up at the post office at 12:48 pm on December 20, 2022 in MESCALERO, NM 88340.
9414811898765835173107	Benny, Alvin Roy	PO Box 1044	Bloomfield	NM	87413-1044	Your item was picked up at the post office at 11:38 am on December 27, 2022 in BLOOMFIELD, NM 87413.
9414811898765835173190	Betsillie, Henry	PO Box 662	Bloomfield	NM	87413-0662	Your item was picked up at the post office at 2:42 pm on December 20, 2022 in BLOOMFIELD, NM 87413.
9414811898765835173145	Bettis, Tanya L	3704 Big Sky Dr NE	Albuquerque	NM	87111-4324	Your item was delivered to an individual at the address at 3:33 pm on December 20, 2022 in ALBUQUERQUE, NM 87111.
9414811898765835173183	Bitsui, Ruth Estate	PO Box 3308	Farmington	NM	87499-3308	Your item was picked up at the post office at 11:41 am on December 21, 2022 in FARMINGTON, NM 87401.
9414811898765835173138	Bitsui, Alice Estate	PO Box 895	Fruitland	NM	87416-0895	Your item was returned to the sender on December 29, 2022 at 2:13 pm in SANTA FE, NM 87501 because it could not be delivered as addressed.
9414811898765835173176	Bitsui, Gabriel F C	PO Box 302	Flora Vista	NM	87415-0302	Your item was returned to the sender on December 29, 2022 at 2:13 pm in SANTA FE, NM 87501 because it could not be delivered as addressed.
9414811898765835173312	Bonney, Annie M	PO Box 1688	Farmington	NM	87499-1688	Your item was delivered at 11:26 am on December 21, 2022 in FARMINGTON, NM 87499.
9414811898765835173350	Bonney, Bernice	7801 Florence Pl NE	Albuquerque	NM	87109-1752	Your item was picked up at the post office at 11:28 am on December 22, 2022 in ALBUQUERQUE, NM 87109.
9414811898765835173367	Bonney, Henry Estate	Dilcon School	Winslow	AZ	86047	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765835173305	Bonney, Leo R	PO Box 1412	Kirtland	NM	87417-1412	Your item was picked up at the post office at 2:08 pm on December 20, 2022 in KIRTLAND, NM 87417.
9414811898765835173398	Bonney, Paul	PO Box 443	Fruitland	NM	87416-0443	Your item was picked up at the post office at 12:16 pm on December 21, 2022 in FRUITLAND, NM 87416.
9414811898765835173343	Brown, Sandra C	PO Box 7695	Newcomb	NM	87455-7695	Your item arrived at the NEWCOMB, NM 87455 post office at 12:08 pm on December 27, 2022 and is ready for pickup.

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9414811898765835173381	Bunion, John Sr Estate	PO Box 403	Farmington	NM	87499-0403	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the FARMINGTON, NM 87499 Post Office.
9414811898765835173336	Bunny, Ernest	720 S Peterson Way	Denver	CO	80223-2626	Your item was delivered to an individual at the address at 4:03 pm on December 19, 2022 in DENVER, CO 80223.
9414811898765835173374	Bunny, Jackson S Estate	PO Box 375	Fruitland	NM	87416-0375	Your item was picked up at the post office at 12:16 pm on December 20, 2022 in FRUITLAND, NM 87416.
9414811898765835173015	Bunny, Thomas	PO Box 523	Bloomfield	NM	87413-0523	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the BLOOMFIELD, NM 87413 Post Office.
9414811898765835173060	Cambridge, Eleanor	PO Box 58	Waterflow	NM	87421-0058	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the WATERFLOW, NM 87421 Post Office.
9414811898765835173022	Cambridge, Louella	PO Box 1044	Kirtland	NM	87417-1044	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765835173008	Canuto, Angel E	8401 Spain Rd NE Apt 22C	Albuquerque	NM	87111-2076	This is a reminder to arrange for redelivery of your item or your item will be returned to sender.
9414811898765835173091	Canuto, Garrison	616 W Main St	Sidney	MT	59270-3932	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765835173046	Canuto, Herman	PO Box 5292	Farmington	NM	87499-5292	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the FARMINGTON, NM 87499 Post Office.
9414811898765835173084	Canuto, Janie	PO Box 3	Nageezi	NM	87037-0003	Your item was delivered at 1:58 pm on December 21, 2022 in NAGEEZI, NM 87037.
9414811898765835173077	Canuto, Marc W	24 Road 3321	Aztec	NM	87410-9604	This is a reminder to arrange for redelivery of your item or your item will be returned to sender.
9414811898765835173411	Canuto, Todd B	8601 N 103rd Ave Lot 232	Peoria	AZ	85345-7491	Your item was picked up at the post office at 12:04 pm on December 21, 2022 in PEORIA, AZ 85345.
9414811898765835173459	Canuto, Tully	PO Box 44	Counselor	NM	87018-0044	This is a reminder to pick up your item before January 4, 2023 or your item will be returned on January 5, 2023. Please pick up the item at the COUNSELOR, NM 87018 Post Office.
9414811898765835173466	Canuto, Wilbur Jr	PO Box 541	Bloomfield	NM	87413-0541	Your item was picked up at the post office at 7:38 am on December 22, 2022 in BLOOMFIELD, NM 87413.

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9414811898765835173428	Canuto, Willard	PO Box 541	Bloomfield	NM	87413-0541	Your item was picked up at the post office at 7:38 am on December 22, 2022 in BLOOMFIELD, NM 87413.
9414811898765835173404	Canuto, Wilton E	PO Box 132	Fruitland	NM	87416-0132	Your item was picked up at the post office at 3:49 pm on December 27, 2022 in FRUITLAND, NM 87416.
9414811898765835173497	Cecil, John Jr	PO Box 5491	Farmington	NM	87499-5491	Your item arrived at the Post Office at 7:05 am on December 20, 2022 in FARMINGTON, NM 87401.
9414811898765835173442	Cecil, Mary E	PO Box 1613	Shiprock	NM	87420-1613	Your item was picked up at the post office at 3:26 pm on December 21, 2022 in SHIPROCK, NM 87420.
9414811898765835173480	Charley, Cheree C C	6 Road 5455	Farmington	NM	87401-1405	Your item was picked up at the post office at 1:48 pm on December 30, 2022 in FARMINGTON, NM 87401.
9414811898765835173435	Charley, Cheree C C	6 Road 5455	Farmington	NM	87401-1405	Your item was picked up at the post office at 1:48 pm on December 30, 2022 in FARMINGTON, NM 87401.
9414811898765835173473	Charley, Fernando M	1751 Bellamah Ave NW Apt 3202	Albuquerque	NM	87104-2257	Your item was picked up at the post office at 5:07 pm on December 23, 2022 in ALBUQUERQUE, NM 87101.
9414811898765835173510	Charley, Kenneth B	3800 Bayshore Blvd Spc 25	Brisbane	CA	94005-1409	Your item has been delivered to an agent for final delivery in BRISBANE, CA 94005 on December 20, 2022 at 12:25 pm.
9414811898765835173558	Chase, Valesita G	PO Box 2244	Fruitland	NM	87416-2244	Your item was picked up at the post office at 3:15 pm on December 30, 2022 in FRUITLAND, NM 87416.
9414811898765835173565	Chase, Valesita G	PO Box 2244	Fruitland	NM	87416-2244	Your item was picked up at the post office at 3:15 pm on December 30, 2022 in FRUITLAND, NM 87416.
9414811898765835173527	Cheama, Janice M	PO Box 755	Zuni	NM	87327-0755	Your item was picked up at the post office at 2:30 pm on December 22, 2022 in ZUNI, NM 87327.
9414811898765835173503	Chee, Venessa C	PO Box 1823	Fruitland	NM	87416-1823	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the FRUITLAND, NM 87416 Post Office.
9414811898765835173596	Conley, Annette	PO Box 424	Window Rock	AZ	86515-0424	Your item arrived at the WINDOW ROCK, AZ 86515 post office at 10:50 am on December 27, 2022 and is ready for pickup.
9414811898765835173589	Coolidge, Doris N	PO Box 1029	Shiprock	NM	87420-1029	Your item was picked up at the post office at 4:09 pm on December 20, 2022 in SHIPROCK, NM 87420.
9414811898765835173534	Dan, Jason T Estate	PO Box 32	Fruitland	NM	87416-0032	Your item was returned to the sender on December 29, 2022 at 2:14 pm in SANTA FE, NM 87501 because it could not be delivered as addressed.

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9414811898765835173572	Dan, Tristian G	PO Box 1696	Farmington	NM	87499-1696	Your item was picked up at the post office at 12:58 pm on December 21, 2022 in FARMINGTON, NM 87401.
9414811898765835174210	Dennison, Clarence	PO Box 307	Fruitland	NM	87416-0307	Your item was picked up at the post office at 2:36 pm on December 21, 2022 in FRUITLAND, NM 87416.
9414811898765835174258	Dennison, Paul A	2332 Lessley Ave	Castro Valley	CA	94546-6331	Your item was delivered to an individual at the address at 12:06 pm on December 22, 2022 in CASTRO VALLEY, CA 94546.
9414811898765835174265	Dennison, Tom	PO Box 1757	Ogden	UT	84402-1757	Your item was returned to the sender on December 20, 2022 at 7:24 am in OGDEN, UT 84402 because the addressee moved and left no forwarding address.
9414811898765835174227	Devore, Alice	PO Box 592	Bloomfield	NM	87413-0592	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the BLOOMFIELD, NM 87413 Post Office.
9414811898765835174203	Devore, Devin James	PO Box 1375	San Jacinto	CA	92581-1375	This is a reminder to pick up your item before January 5, 2023 or your item will be returned on January 6, 2023. Please pick up the item at the SAN JACINTO, CA 92581 Post Office.
9414811898765835174296	Devore, Emerson	PO Box 5234	Farmington	NM	87499-5234	Your item was delivered at 1:15 pm on December 22, 2022 in FARMINGTON, NM 87499.
9414811898765835174241	Devore, Herman V	PO Box 535	Crownpoint	NM	87313-0535	Your item was picked up at the post office at 3:01 pm on December 20, 2022 in CROWNPOINT, NM 87313.
9414811898765835174289	Devore, John Estate	PO Box 541	Crownpoint	NM	87313-0541	Your item was picked up at the post office at 12:51 pm on December 20, 2022 in CROWNPOINT, NM 87313.
9414811898765835174234	Devore, Matthew J	PO Box 134	Thoreau	NM	87323-0134	Your item was delivered at 3:53 pm on December 23, 2022 in THOREAU, NM 87323.
9414811898765835174272	Devore, Nathaniel L	561 Joaquin Ave	San Leandro	CA	94577-4904	This is a reminder to arrange for redelivery of your item or your item will be returned to sender.
9414811898765835174814	Devore, Richard A	PO Box 272	New Laguna	NM	87038-0272	Your item was picked up at the post office at 1:19 pm on December 27, 2022 in NEW LAGUNA, NM 87038.
9414811898765835174852	Devore, Rose	PO Box 75	Jemez Pueblo	NM	87024-0075	Your item arrived at the JEMEZ PUEBLO, NM 87024 post office at 4:03 pm on December 27, 2022 and is ready for pickup.
9414811898765835174869	Devore, Stanley Jr	PO Box 62	Jemez Pueblo	NM	87024-0062	Your item was picked up at the post office at 3:01 pm on December 22, 2022 in JEMEZ PUEBLO, NM 87024.

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9414811898765835174821	Devore, Wilson Jr	PO Box 1348	Crownpoint	NM	87313-1348	Your item was picked up at the post office at 12:47 pm on December 20, 2022 in CROWNPOINT, NM 87313.
9414811898765835174807	Dibartolo, Ruth E	7863 Morganite Ave	Las Vegas	NV	89113-4131	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765835174890	Eaton, Ethelene B	19 Road 5720	Farmington	NM	87401-9553	Your item was picked up at the post office at 11:08 am on December 21, 2022 in FARMINGTON, NM 87401.
9414811898765835174845	Edison, Esther	PO Box 674	Bloomfield	NM	87413-0674	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the BLOOMFIELD, NM 87413 Post Office.
9414811898765835174883	Ellington, Dolores	6 Road 5152	Bloomfield	NM	87413-9731	Your item was picked up at the post office at 11:22 am on December 21, 2022 in BLOOMFIELD, NM 87413.
9414811898765835174838	Escarcega, Esther P	PO Box 1228	Poplar	MT	59255-1228	Your item was picked up at the post office at 9:54 am on December 28, 2022 in POPLAR, MT 59255.
9414811898765835174876	Etsitty, Katherine	PO Box 278	Mentmore	NM	87319-0278	Your item was picked up at the post office at 3:21 pm on December 27, 2022 in GALLUP, NM 87301.
9414811898765835174715	Fannie Dennison	PO Box 307	Fruitland	NM	87416-0307	Your item was picked up at the post office at 2:37 pm on December 21, 2022 in FRUITLAND, NM 87416.
9414811898765835174753	Flores, Veronica	PO Box 812	Bloomfield	NM	87413-0812	Your item was picked up at the post office at 3:23 pm on December 30, 2022 in BLOOMFIELD, NM 87413.
9414811898765835174760	Francis, Mary A	PO Box 1014	Shiprock	NM	87420-1014	Your item was picked up at the post office at 3:26 pm on December 21, 2022 in SHIPROCK, NM 87420.
9414811898765835174722	Frazier, Beverley S	7863 Morganite Ave	Las Vegas	NV	89113-4131	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765835174708	Freeland, Pauline	321 Stagecoach Rd	Gallup	NM	87301-6779	Your item was delivered to an individual at the address at 5:42 pm on December 20, 2022 in GALLUP, NM 87301.
9414811898765835174746	Garcia, Christine C	PO Box 1284	Bloomfield	NM	87413-1284	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the BLOOMFIELD, NM 87413 Post Office.
9414811898765835174784	Garcia, Verna	1675 Hays St Apt 303	San Leandro	CA	94577-4444	This is a reminder to arrange for redelivery of your item or your item will be returned to sender.
9414811898765835174739	George W Dennison	PO Box 1888	Shiprock	NM	87420-1888	Your item was picked up at the post office at 1:18 pm on December 28, 2022 in SHIPROCK, NM 87420.

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9414811898765835174777	George, Annabelle	PO Box 6548	Farmington	NM	87499-6548	Your item was delivered at 2:17 pm on December 21, 2022 in FARMINGTON, NM 87401.
9414811898765835174913	George, Dennison	PO Box 78	Nageezi	NM	87037-0078	Your item was delivered at 12:28 pm on December 23, 2022 in NAGEEZI, NM 87037.
9414811898765835174951	George, Evangeline	4311 W Maldonado Rd	Laveen	AZ	85339-6227	Your item was delivered to an individual at the address at 10:29 am on December 20, 2022 in LAVEEN, AZ 85339.
9414811898765835174968	George, Harrison Estate	PO Box 375	Nageezi	NM	87037-0375	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765835174920	George, Melvin N	PO Box 1631	Kirtland	NM	87417-1631	Your item was picked up at the post office at 3:35 pm on December 27, 2022 in KIRTLAND, NM 87417.
9414811898765835174906	Geronimo, Karen Z	PO Box 116	Bent	NM	88314-0116	Your item was delivered at 1:15 pm on December 27, 2022 in BENT, NM 88314.
9414811898765835174999	Geronimo, Karen Z	PO Box 116	Bent	NM	88314-0116	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the BENT, NM 88314 Post Office.
9414811898765835174944	Gibson, Ethel R	234 NW Red Elk Dr	Lawton	OK	73507-9335	This is a reminder to arrange for redelivery of your item or your item will be returned to sender.
9414811898765835174982	Goss, Jeffery D	PO Box 800843	Balch Springs	TX	75180-0843	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765835174937	Goss, Jennifer C	385 Pershing Hwy	Sunset	LA	70584-5128	Your item was delivered to an individual at the address at 3:32 pm on December 22, 2022 in SUNSET, LA 70584.
9414811898765835174975	Hamby, Rose Ann	PO Box 925	Bloomfield	NM	87413-0925	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the BLOOMFIELD, NM 87413 Post Office.
9414811898765835174616	Hammitt, Eddie	5 Road 5585 Lot 5	Farmington	NM	87401-1457	Your item was picked up at the post office at 10:18 am on December 22, 2022 in FARMINGTON, NM 87401.
9414811898765835174654	Harris, Bobby	PO Box 1187	Farmington	NM	87499-1187	Your item was picked up at the post office at 12:18 pm on December 21, 2022 in FARMINGTON, NM 87499.
9414811898765835174661	Harris, DeWayne	PO Box 2174	Kirtland	NM	87417-2174	Your item was picked up at the post office at 11:26 am on December 22, 2022 in KIRTLAND, NM 87417.
9414811898765835174623	Harris, Ferrell	PO Box 2174	Kirtland	NM	87417-2174	Your item was picked up at the post office at 11:26 am on December 22, 2022 in KIRTLAND, NM 87417.
9414811898765835174609	Harris, Harold	PO Box 1834	Fruitland	NM	87416-1834	Your item was picked up at the post office at 3:46 pm on December 20, 2022 in FRUITLAND, NM 87416.

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9414811898765835174692	Harris, Loretta	PO Box 205	Counselor	NM	87018-0205	Your item was delivered at 11:09 am on December 23, 2022 in COUNSELOR, NM 87018.
9414811898765835174685	Harris, Maxine	PO Box 1187	Farmington	NM	87499-1187	Your item was picked up at the post office at 12:18 pm on December 21, 2022 in FARMINGTON, NM 87401.
9414811898765835174630	Harris, Tina C	22 Road 3775	Farmington	NM	87401-7976	Your item was delivered to an individual at the address at 1:51 pm on December 20, 2022 in FARMINGTON, NM 87401.
9414811898765835174111	Harris, Zandra C	PO Box 7695	Newcomb	NM	87455-7695	Your item was delivered at 10:24 am on December 21, 2022 in NEWCOMB, NM 87455.
9414811898765835174159	Harrison, Kathleen R	PO Box 1031	Kirtland	NM	87417-1031	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the KIRTLAND, NM 87417 Post Office.
9414811898765835174128	Harrison, Lawrence A	823 Via Poudre	San Lorenzo	CA	94580-3012	We attempted to deliver your item at 1:29 pm on December 22, 2022 in SAN LORENZO, CA 94580 and a notice was left because an authorized recipient was not available.
9414811898765835174104	Harrison, Nah-Dez-Bah S	PO Box 620575	Las Vegas	NV	89162-0575	This is a reminder to pick up your item before January 6, 2023 or your item will be returned on January 7, 2023. Please pick up the item at the LAS VEGAS, NV 89162 Post Office.
9414811898765835174142	Harrison, Ted	917 N Lincoln Ave	Farmington	NM	87401-6078	Your item was delivered to an individual at the address at 9:08 am on December 20, 2022 in FARMINGTON, NM 87401.
9414811898765835174180	Harvey, Bertha M	PO Box 3242	Kirtland	NM	87417-3242	Your item was picked up at the post office at 3:24 pm on December 21, 2022 in KIRTLAND, NM 87417.
9414811898765835174135	Harvey, Irene L	PO Box 5085	Farmington	NM	87499-5085	Your item was picked up at the post office at 2:51 pm on December 27, 2022 in FARMINGTON, NM 87401.
9414811898765835174173	Henry, Lavinia	PO Box 616	Bloomfield	NM	87413-0616	Your item was picked up at the post office at 1:19 pm on December 20, 2022 in BLOOMFIELD, NM 87413.
9414811898765835174319	Hobson, Bernita J	PO Box 1688	Farmington	NM	87499-1688	Your item was delivered at 11:26 am on December 21, 2022 in FARMINGTON, NM 87499.
9414811898765835174364	Hosteen, Violet Jean	PO Box 1842	Bloomfield	NM	87413-1842	Your item was picked up at the post office at 2:28 pm on December 21, 2022 in BLOOMFIELD, NM 87413.
9414811898765835174302	Hunter, Alberta Estate	PO Box 2586	Farmington	NM	87499-2586	Your item departed our ALBUQUERQUE, NM 87101 destination facility on January 2, 2023 at 4:52 pm. The item is currently in transit to the destination.

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9414811898765835174395	Jack, Henry Jr	PO Box 3496	Farmington	NM	87499-3496	Your item was picked up at the post office at 10:49 am on December 27, 2022 in FARMINGTON, NM 87401.
9414811898765835174340	Jack, Roger L	PO Box 642	Bloomfield	NM	87413-0642	Your item was picked up at the post office at 11:39 am on December 20, 2022 in BLOOMFIELD, NM 87413.
9414811898765835174388	Jackson, Anthony Dal-Ray	93 Wyoming Autumn Rd NE	Rio Rancho	NM	87124-2459	Your item was picked up at the post office at 5:11 pm on December 23, 2022 in RIO RANCHO, NM 87124.
9414811898765835174371	Jackson, Everett Michael	540 Madeira Dr SE Apt D	Albuquerque	NM	87108-2979	This is a reminder to arrange for redelivery of your item or your item will be returned to sender.
9414811898765835174012	Jackson, Racine A	8100 Barstow St NE Apt 20103	Albuquerque	NM	87122-2892	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765835174029	Jackson, Raven R	1519 E Newport Dr	Tempe	AZ	85282-5772	Your item was returned to the sender on December 29, 2022 at 2:14 pm in SANTA FE, NM 87501 because it could not be delivered as addressed.
9414811898765835174005	Jackson, Remus L	PO Box 2244	Fruitland	NM	87416-2244	Your item was picked up at the post office at 3:15 pm on December 30, 2022 in FRUITLAND, NM 87416.
9414811898765835174098	Jackson, Ryan L	9916 Menaul Blvd NE Apt F13	Albuquerque	NM	87112-2326	Your item was returned to the sender on December 29, 2022 at 2:18 pm in SANTA FE, NM 87501 because it could not be delivered as addressed.
9414811898765835174043	Joe, Virg	824 W Peach St	Bloomfield	NM	87413-5027	Your item was picked up at the post office at 8:13 am on December 21, 2022 in BLOOMFIELD, NM 87413.
9414811898765835174081	Johnson, Carolyn K	1015 Glade Ln Trlr 11	Farmington	NM	87401-3848	Your item was delivered to an individual at the address at 3:00 pm on December 20, 2022 in FARMINGTON, NM 87401.
9414811898765835174036	Johnson, Marian L	PO Box 2543	Bloomfield	NM	87413-2543	Your item was picked up at the post office at 3:09 pm on December 22, 2022 in BLOOMFIELD, NM 87413.
9414811898765835174074	Johnson, Theresa Ann	2100 E Blanco Blvd Trlr 62	Bloomfield	NM	87413-6016	Your item was delivered to an individual at the address at 3:28 pm on December 20, 2022 in BLOOMFIELD, NM 87413.
9414811898765835174418	Johnson, Valvano R	5706 S Fairwood Dr Apt 21	Taylorville	UT	84129-3846	Your item was delivered to an individual at the address at 12:05 pm on December 20, 2022 in SALT LAKE CITY, UT 84129.
9414811898765835174456	Jones, Katie	PO Box 3912	Farmington	NM	87499-3912	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the FARMINGTON, NM 87499 Post Office.

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9414811898765835174463	Jordan, Winston E	1904 Oriole Ave	Farmington	NM	87401-3002	Your item departed our ALBUQUERQUE, NM 87101 destination facility on January 2, 2023 at 4:52 pm. The item is currently in transit to the destination.
9414811898765835174425	Kellywood, Priscilla M Aspaas	828 Road 1800	Farmington	NM	87401	Your item was delivered at 3:15 pm on December 21, 2022 in FARMINGTON, NM 87401.
9414811898765835174401	Keough, Raymond W	36764 Locust St	Newark	CA	94560-2204	Your item was delivered to an individual at the address at 4:10 pm on December 21, 2022 in NEWARK, CA 94560.
9414811898765835174494	Keough, Shawn W	405 Rancho Arroyo Pkwy Apt 20	Fremont	CA	94536-2718	Your item was delivered to an individual at the address at 11:54 am on December 21, 2022 in FREMONT, CA 94536.
9414811898765835174449	Keough, Tanya I	283 Tannehill Dr	Manteca	CA	95337-8706	This is a reminder to arrange for redelivery of your item or your item will be returned to sender.
9414811898765835174487	Keough, Troy B	1140 Jasmine Dr	Patterson	CA	95363-9091	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765835174432	Kosea, Nelson	PO Box 1708	Bloomfield	NM	87413-1708	Your item was picked up at the post office at 4:30 pm on December 22, 2022 in BLOOMFIELD, NM 87413.
9414811898765835174470	Lavern, Jim	PO Box 3023	Kirtland	NM	87417-3023	Your item was returned to the sender on December 29, 2022 at 2:18 pm in SANTA FE, NM 87501 because it could not be delivered as addressed.
9414811898765835174517	Ledesma, Delores R	PO Box 751	Plymouth	CA	95669-0751	Your item was picked up at the post office at 3:30 pm on December 28, 2022 in PLYMOUTH, CA 95669.
9414811898765835174555	Leyba, Rinna	712 Prospect Ave NW	Albuquerque	NM	87102-1027	Your item was delivered to an individual at the address at 10:38 am on December 20, 2022 in ALBUQUERQUE, NM 87102.
9414811898765835174562	Lindy, Pierce	PO Box 1107	Farmington	NM	87499-1107	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765835174524	Locklear, Freda	3368 E Derringer Way	Gilbert	AZ	85297-7776	Your item was delivered to an individual at the address at 3:09 pm on December 20, 2022 in GILBERT, AZ 85297.
9414811898765835174500	Long, Carmelita	PO Box 954	Chama	NM	87520-0954	Your item was picked up at the post office at 2:02 pm on December 20, 2022 in CHAMA, NM 87520.
9414811898765835174593	Long, Carmelita	PO Box 954	Chama	NM	87520-0954	Your item was picked up at the post office at 2:02 pm on December 20, 2022 in CHAMA, NM 87520.
9414811898765835174548	Long, Imogene D Estate	PO Box 681	Crownpoint	NM	87313-0681	Your item was picked up at the post office at 4:07 pm on December 23, 2022 in CROWNPOINT, NM 87313.
9414811898765835174586	Long, Rachael A	PO Box 664	Fruitland	NM	87416-0664	Your item was picked up at the post office at 11:48 am on December 23, 2022 in FRUITLAND, NM 87416.

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9414811898765835174531	Long, Renita R	501 E Apache St	Farmington	NM	87401-6923	Your item arrived at our USPS facility in FARMINGTON, NM 87401 on January 3, 2023 at 3:41 am. The item is currently in transit to the destination.
9414811898765835174579	Long, Ricky B Estate	PO Box 262	Farmington	NM	87499-0262	Your item arrived at our USPS facility in FARMINGTON, NM 87401 on January 3, 2023 at 3:42 am. The item is currently in transit to the destination.
9414811898765835175255	Long, Ricky B Estate	PO Box 262	Farmington	NM	87499-0262	Your item arrived at our USPS facility in FARMINGTON, NM 87401 on January 3, 2023 at 3:41 am. The item is currently in transit to the destination.
9414811898765835175262	Long, Virgil	12433 Admiralty Way Apt G208	Everett	WA	98204-8046	Your item was picked up at the post office at 11:48 am on December 22, 2022 in EVERETT, WA 98203.
9414811898765835175224	Lynn, Arrie	10 Orlando Ct	Chula Vista	CA	91911-3405	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765835175200	Manuelito, Betty Ann	PO Box 1357	Tohatchi	NM	87325-1357	Your item was returned to the sender on December 29, 2022 at 2:15 pm in SANTA FE, NM 87501 because it could not be delivered as addressed.
9414811898765835175293	Manuelito, Sarah D	PO Box 358	Tohatchi	NM	87325-0358	Your item was delivered at 12:40 pm on December 20, 2022 in TOHATCHI, NM 87325.
9414811898765835175248	Maria, Elsie	PO Box 304	Kirtland	NM	87417-0304	Your item was picked up at the post office at 12:10 pm on December 21, 2022 in KIRTLAND, NM 87417.
9414811898765835175286	Mike, Darlene H	PO Box 1504	Kirtland	NM	87417-1504	Your item was picked up at the post office at 11:04 am on December 29, 2022 in KIRTLAND, NM 87417.
9414811898765835175279	Modrow, Bernice	PO Box 1644	Bloomfield	NM	87413-1644	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the BLOOMFIELD, NM 87413 Post Office.
9414811898765835175811	Modrow, Bobby D	PO Box 1644	Bloomfield	NM	87413-1644	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the BLOOMFIELD, NM 87413 Post Office.
9414811898765835175859	Modrow, Jerry W	PO Box 1644	Bloomfield	NM	87413-1644	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the BLOOMFIELD, NM 87413 Post Office.
9414811898765835175866	Morris, Beatrice A	810569 S Highway 99	Stroud	OK	74079-4772	Your item was delivered to an individual at the address at 12:06 pm on December 21, 2022 in STROUD, OK 74079.

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9414811898765835175828	Nakai, Amelia B	PO Box 1450	Shiprock	NM	87420-1450	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the SHIPROCK, NM 87420 Post Office.
9414811898765835175804	Nakai, Nancy A	PO Box 1293	Shiprock	NM	87420-1293	Your item was picked up at the post office at 2:35 pm on December 22, 2022 in SHIPROCK, NM 87420.
9414811898765835175897	Navajo Nation	PO Box 1910	Window Rock	AZ	86515-1910	Your item was picked up at the post office at 10:44 am on December 21, 2022 in WINDOW ROCK, AZ 86515.
9414811898765835175842	Pablo, Darrell	PO Box 783	Bloomfield	NM	87413-0783	Your item was picked up at the post office at 2:56 pm on December 22, 2022 in BLOOMFIELD, NM 87413.
9414811898765835175880	Pablo, Darvin D	PO Box 783	Bloomfield	NM	87413-0783	Your item was picked up at the post office at 2:56 pm on December 22, 2022 in BLOOMFIELD, NM 87413.
9414811898765835175835	Pahcuddy, Ethel L	20619 NW Cache Rd	Indiahoma	OK	73552-2207	Your item was delivered to an individual at the address at 1:17 pm on December 22, 2022 in CACHE, OK 73527.
9414811898765835175873	Paisano, Vivian J	PO Box 825	Bloomfield	NM	87413-0825	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the BLOOMFIELD, NM 87413 Post Office.
9414811898765835175712	Paul, Helen	29 Road 5474	Farmington	NM	87401-1450	This is a reminder to arrange for redelivery of your item or your item will be returned to sender.
9414811898765835175767	Paul, Henry	25 Road 7592	Bloomfield	NM	87413-4907	Your item was picked up at the post office at 12:33 pm on December 22, 2022 in BLOOMFIELD, NM 87413.
9414811898765835175729	Paul, Kimberly A	29 Road 5474	Farmington	NM	87401-1450	This is a reminder to arrange for redelivery of your item or your item will be returned to sender.
9414811898765835175705	Paul, Mildred B	PO Box 6351	Farmington	NM	87499-6351	Your item was picked up at the post office at 10:41 am on December 29, 2022 in FARMINGTON, NM 87401.
9414811898765835175798	Paul, Ruth	PO Box 6744	Farmington	NM	87499-6744	Your item was picked up at the post office at 10:09 am on December 24, 2022 in FARMINGTON, NM 87401.
9414811898765835175743	Paul, Susie	3 Road 5772	Farmington	NM	87401-9555	Your item was picked up at the post office at 9:32 am on December 22, 2022 in FARMINGTON, NM 87401.
9414811898765835175781	Pierce, Linda I	PO Box 384	Nageezi	NM	87037-0384	Your item was picked up at the post office at 3:13 pm on December 23, 2022 in NAGEEZI, NM 87037.

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9414811898765835175736	Pierce, Lorna	PO Box 1435	Bloomfield	NM	87413-1435	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the BLOOMFIELD, NM 87413 Post Office.
9414811898765835175774	Pierce, Ambrose	PO Box 1034	Kirtland	NM	87417-1034	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the KIRTLAND, NM 87417 Post Office.
9414811898765835175965	Pierce, Bruce	PO Box 582	Farmington	NM	87499-0582	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765835175903	Pierce, Clara Ann	PO Box 6572	Farmington	NM	87499-6572	Your item was delivered at 3:13 pm on December 21, 2022 in FARMINGTON, NM 87401.
9414811898765835175996	Pierce, Ferdinand	PO Box 2712	Kirtland	NM	87417-2712	Your item was picked up at the post office at 3:00 pm on December 20, 2022 in KIRTLAND, NM 87417.
9414811898765835175941	Pierce, Ferguson United States Penitentiary Tuc Ferguson Pierce No 83179-051	PO Box 24550	Tucson	AZ	85734-4550	Your item was delivered at 10:37 am on December 22, 2022 in TUCSON, AZ 85734.
9414811898765835175989	Pierce, Franklin	PO Box 1401	Bloomfield	NM	87413-1401	Your item was picked up at the post office at 10:13 am on December 29, 2022 in BLOOMFIELD, NM 87413.
9414811898765835175934	Pierce, Gloria Ann	9270 Eagle Ranch Rd NW Apt 812	Albuquerque	NM	87114-6280	Your item was returned to the sender on December 29, 2022 at 2:18 pm in SANTA FE, NM 87501 because it could not be delivered as addressed.
9414811898765835175972	Pierce, Harvey	PO Box 816	Dulce	NM	87528-0816	Your item was picked up at the post office at 4:27 pm on December 21, 2022 in DULCE, NM 87528.
9414811898765835175613	Pierce, Henry	812 Camino Rd	Bloomfield	NM	87413-6023	This is a reminder to arrange for redelivery of your item or your item will be returned to sender.
9414811898765835175651	Pierce, Johnny	PO Box 984	Farmington	NM	87499-0984	Your item was picked up at the post office at 11:24 am on December 28, 2022 in FARMINGTON, NM 87401.
9414811898765835175620	Pierce, Julia Ann	4249 Sabana Loop SE Apt D	Rio Rancho	NM	87124-6903	This is a reminder to arrange for redelivery of your item or your item will be returned to sender.
9414811898765835175606	Pierce, Lee	PO Box 186	Bloomfield	NM	87413-0186	Your item was picked up at the post office at 1:08 pm on December 20, 2022 in BLOOMFIELD, NM 87413.
9414811898765835175644	Pierce, Linda I	PO Box 384	Nageezi	NM	87037-0384	Your item was picked up at the post office at 3:13 pm on December 23, 2022 in NAGEEZI, NM 87037.
9414811898765835175682	Pierce, Lindy	PO Box 1107	Farmington	NM	87499-1107	Your item departed our ALBUQUERQUE, NM 87101 destination facility on January 2, 2023 at 3:48 pm. The item is currently in transit to the destination.

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9414811898765835175637	Pierce, Luther	PO Box 462	Nageezi	NM	87037-0462	Your item was delivered at 3:24 pm on December 30, 2022 in NAGEEZI, NM 87037.
9414811898765835175675	Pierce, Shirley A	PO Box 3775	Farmington	NM	87499-3775	Your item was picked up at the post office at 1:44 pm on December 22, 2022 in FARMINGTON, NM 87401.
9414811898765835175118	Pierce, Tommie Sr	PO Box 3124	Farmington	NM	87499-3124	Your item was picked up at the post office at 11:12 am on December 24, 2022 in FARMINGTON, NM 87401.
9414811898765835175156	Pierce, Victoria Ann	2100 E Blanco Blvd Trlr 14	Bloomfield	NM	87413-6006	This is a reminder to arrange for redelivery of your item or your item will be returned to sender.
9414811898765835175163	Pine, Harold Estate	PO Box 586	Bloomfield	NM	87413-0586	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the BLOOMFIELD, NM 87413 Post Office.
9414811898765835175125	Pine, Loretta A	523 SW 13th Ave Apt 512	Portland	OR	97205-2344	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765835175101	Pine, Peter Harvey Estate	PO Box 586	Bloomfield	NM	87413-0586	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the BLOOMFIELD, NM 87413 Post Office.
9414811898765835175194	Pine, Priscilla	PO Box 2245	Bloomfield	NM	87413-2245	Your item was picked up at the post office at 12:26 pm on December 21, 2022 in BLOOMFIELD, NM 87413.
9414811898765835175149	Pine, Retta A	1515 N Carroll Ave Apt 111	Dallas	TX	75204-5050	Your item arrived at the SANTA FE, NM 87504 post office at 11:55 am on December 30, 2022 and is ready for pickup.
9414811898765835175187	Pioche, Alena R	PO Box 2677	Kirtland	NM	87417-2677	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the KIRTLAND, NM 87417 Post Office.
9414811898765835175132	Pioche, Alena R	PO Box 2677	Kirtland	NM	87417-2677	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the KIRTLAND, NM 87417 Post Office.
9414811898765835175170	Pioche, Alfreida J	PO Box 5190	Farmington	NM	87499-5190	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765835175316	Pioche, Alfreida J	PO Box 5190	Farmington	NM	87499-5190	Your item arrived at our USPS facility in FARMINGTON, NM 87401 on January 3, 2023 at 3:41 am. The item is currently in transit to the destination.

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9414811898765835175354	Platero, Kedric D	PO Box 294	Nageezi	NM	87037-0294	Your item was delivered at 10:16 am on December 23, 2022 in NAGEEZI, NM 87037.
9414811898765835175323	Platero, Kendra D	4536 Carlisle Blvd NE Apt 125	Albuquerque	NM	87109-1061	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765835175309	Platero, Kenesha S	305 N Light Plant Rd Trlr 6	Aztec	NM	87410-1548	Your item was delivered to an individual at the address at 2:04 pm on December 20, 2022 in AZTEC, NM 87410.
9414811898765835175392	Platero, Kenneth R II	2310 W Apache St Trlr 12	Farmington	NM	87401-3250	This is a reminder to arrange for redelivery of your item or your item will be returned to sender.
9414811898765835175347	Platero, Kimberly R	9220 Lower Meadow Ave SW	Albuquerque	NM	87121-2187	This is a reminder to arrange for redelivery of your item or your item will be returned to sender.
9414811898765835175385	Platero, Kirbie L	9220 Lower Meadow Ave SW	Albuquerque	NM	87121-2187	This is a reminder to arrange for redelivery of your item or your item will be returned to sender.
9414811898765835175330	Platero, Nancy	PO Box 783	Crownpoint	NM	87313-0783	Your item was picked up at the post office at 2:40 pm on December 20, 2022 in CROWNPOINT, NM 87313.
9414811898765835175378	Rascon, Michele	PO Box 2674	Bloomfield	NM	87413-2674	Your item was picked up at the post office at 11:06 am on December 22, 2022 in BLOOMFIELD, NM 87413.
9414811898765835175019	Ray, Jacqueline D	PO Box 544	Pueblo Of Acoma	NM	87034-0544	Your item was returned to the sender on December 29, 2022 at 2:13 pm in SANTA FE, NM 87501 because it could not be delivered as addressed.
9414811898765835175057	Ray, Jameson D	PO Box 1411	Paguate	NM	87040-1411	Your item was picked up at the post office at 11:17 am on December 24, 2022 in PAGUATE, NM 87040.
9414811898765835175064	Ray, Jonathan D	6121 Osuna Rd NE Apt A7	Albuquerque	NM	87109-2501	Your item was delivered to an individual at the address at 10:18 am on December 20, 2022 in ALBUQUERQUE, NM 87109.
9414811898765835175026	Ray, Rayleen A	1400 E Roosevelt Ave Trlr 29	Grants	NM	87020-2229	This is a reminder to arrange for redelivery of your item or your item will be returned to sender.
9414811898765835175002	Reid, Patricia	2104 Camino Rio	Farmington	NM	87401-8148	Your item was delivered to an individual at the address at 11:07 am on December 20, 2022 in FARMINGTON, NM 87401.
9414811898765835175095	Sandoval, Jimmy M	PO Box 925	Bloomfield	NM	87413-0925	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the BLOOMFIELD, NM 87413 Post Office.
9414811898765835175040	Sandoval, Merle	414 Road 7675	Bloomfield	NM	87413-4949	Your item was picked up at the post office at 11:06 am on December 22, 2022 in BLOOMFIELD, NM 87413.

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9414811898765835175088	Sandoval, Rosie	PO Box 925	Bloomfield	NM	87413-0925	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the BLOOMFIELD, NM 87413 Post Office.
9414811898765835175033	Sells, John C	3704 Big Sky Dr NE	Albuquerque	NM	87111-4324	Your item was delivered to an individual at the address at 3:33 pm on December 20, 2022 in ALBUQUERQUE, NM 87111.
9414811898765835175071	Sells, Travis J	1003 N Tucker Ave	Farmington	NM	87401-7540	Your item was delivered to an individual at the address at 1:07 pm on December 20, 2022 in FARMINGTON, NM 87401.
9414811898765835175453	Shawa, Marjorie B	PO Box 2526	Kirtland	NM	87417-2526	Your item was picked up at the post office at 3:23 pm on December 27, 2022 in KIRTLAND, NM 87417.
9414811898765835175422	Shelby, Elaine B	PO Box 2206	Bloomfield	NM	87413-2206	Your item was picked up at the post office at 10:29 am on December 27, 2022 in BLOOMFIELD, NM 87413.
9414811898765835175408	Silver, Calvin	126 East Main C/O Navajo Trading Co	Farmington	NM	87401	Your item was delivered to the front desk, reception area, or mail room at 1:39 pm on December 20, 2022 in FARMINGTON, NM 87401.
9414811898765835175491	Skeans, Elsie	902 E Centennial Dr Apt 14A	Pittsburg	KS	66762-6664	Your item was picked up at the post office at 12:06 pm on December 27, 2022 in PITTSBURG, KS 66762.
9414811898765835175446	Skeet, Efilene B	PO Box 1983	Kirtland	NM	87417-1983	Your item was picked up at the post office at 3:52 pm on December 29, 2022 in KIRTLAND, NM 87417.
9414811898765835175439	Smith, Laura M	PO Box 363	Kayenta	AZ	86033-0363	Your item was picked up at the post office at 3:54 pm on December 27, 2022 in KAYENTA, AZ 86033.
9414811898765835175514	Smith, Laura M	PO Box 363	Kayenta	AZ	86033-0363	Your item was picked up at the post office at 3:54 pm on December 27, 2022 in KAYENTA, AZ 86033.
9414811898765835175569	Sorrell, Melody	PO Box 1084	Fruitland	NM	87416-1084	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the FRUITLAND, NM 87416 Post Office.
9414811898765835175590	Sorrell, Melody	PO Box 1084	Fruitland	NM	87416-1084	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the FRUITLAND, NM 87416 Post Office.
9414811898765835175583	Story, Rosena L	13017 N 129th Dr	El Mirage	AZ	85335-5264	Your item was delivered to an individual at the address at 10:51 am on December 20, 2022 in EL MIRAGE, AZ 85335.
9414811898765835172216	Taylor, Randall W	6036 Crownpoint Dr NE	Rio Rancho	NM	87144-8714	Your item was delivered to an individual at the address at 11:16 am on December 20, 2022 in RIO RANCHO, NM 87144.
9414811898765835172261	Taylor, Sarah Ann	PO Box 983	Bloomfield	NM	87413-0983	Your item was picked up at the post office at 2:34 pm on December 23, 2022 in BLOOMFIELD, NM 87413.

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9414811898765835172223	Thomas, Phyllis Devore	PO Box 265	Crownpoint	NM	87313-0265	Your item was picked up at the post office at 4:48 pm on December 21, 2022 in CROWNPOINT, NM 87313.
9414811898765835172292	Toledo, Mary	PO Box 118	Jemez Pueblo	NM	87024-0118	Your item was picked up at the post office at 3:01 pm on December 22, 2022 in JEMEZ PUEBLO, NM 87024.
9414811898765835172278	Trujillo, Andrew	PO Box 566	Blanco	NM	87412-0566	Your item was picked up at the post office at 5:20 pm on December 20, 2022 in BLANCO, NM 87412.
9414811898765835172810	Trujillo, Miranda	PO Box 2674	Bloomfield	NM	87413-2674	Your item was picked up at the post office at 11:06 am on December 22, 2022 in BLOOMFIELD, NM 87413.
9414811898765835172858	Trujillo, Rosie C	PO Box 184	Coyote	NM	87012-0184	Your item was delivered at 12:20 pm on December 28, 2022 in COYOTE, NM 87012.
9414811898765835172865	Trujillo, Susie	PO Box 2674	Bloomfield	NM	87413-2674	Your item was picked up at the post office at 11:06 am on December 22, 2022 in BLOOMFIELD, NM 87413.
9414811898765835172803	Tso, Veronica D	PO Box 474	Bloomfield	NM	87413-0474	Your item was picked up at the post office at 3:28 pm on December 29, 2022 in BLOOMFIELD, NM 87413.
9414811898765835172896	Valdez, Dorothy Ann	PO Box 662	Fort Morgan	CO	80701-0662	Your item was returned to the sender on December 29, 2022 at 2:17 pm in SANTA FE, NM 87501 because it could not be delivered as addressed.
9414811898765835172841	Valdez, Virginia	6921 Coral Rock Dr	Las Vegas	NV	89108-6304	Your item departed our USPS facility in PHOENIX AZ DISTRIBUTION CENTER ANNEX on January 2, 2023 at 6:37 pm. The item is currently in transit to the destination.
9414811898765835172889	Wade, Katie R	PO Box 286	Bloomfield	NM	87413-0286	Your item was picked up at the post office at 11:46 am on December 20, 2022 in BLOOMFIELD, NM 87413.
9414811898765835172834	Wanoskia, Lucinda J	228 S 1st St Trlr 1	Bloomfield	NM	87413-6278	Your item was returned to the sender on December 29, 2022 at 2:14 pm in SANTA FE, NM 87501 because it could not be delivered as addressed.
9414811898765835172872	Wauneka, Nelson	PO Box 756	Fort Defiance	AZ	86504-0756	Your item was picked up at the post office at 9:31 am on December 27, 2022 in FORT DEFIANCE, AZ 86504.
9414811898765835172711	Werito, Jessica	113 E Pine Ave	Bloomfield	NM	87413-5313	Your item was delivered to an individual at the address at 10:41 am on December 20, 2022 in BLOOMFIELD, NM 87413.
9414811898765835172759	Werito, Virginia	PO Box 6525	Farmington	NM	87499-6525	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.

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9414811898765835172766	Williams, Ellamae	401 N 4th St	Bloomfield	NM	87413-5411	Your item was picked up at the post office at 11:06 am on December 24, 2022 in BLOOMFIELD, NM 87413.
9414811898765835172728	Willie, Angela	PO Box 2186	Bloomfield	NM	87413-2186	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the BLOOMFIELD, NM 87413 Post Office.
9414811898765835172704	Willie, Valorie T	PO Box 1853	Bloomfield	NM	87413-1853	Your item was picked up at the post office at 1:36 pm on December 22, 2022 in BLOOMFIELD, NM 87413.
9414811898765835172797	Wolf, Skylar	PO Box 3437	Farmington	NM	87499-3437	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the FARMINGTON, NM 87499 Post Office.
9414811898765835172742	Yazzie, Darlene	1943 Seasons Way	Pittsburg	CA	94565-1786	Your item was delivered to an individual at the address at 10:29 am on December 21, 2022 in PITTSBURG, CA 94565.
9414811898765835172780	Yazzie, Dora M	PO Box 2152	Bloomfield	NM	87413-2152	Your item was picked up at the post office at 2:21 pm on December 23, 2022 in BLOOMFIELD, NM 87413.
9414811898765835172735	Yazzie, Ella M	PO Box 532	Blanco	NM	87412-0532	Your item was picked up at the post office at 5:20 pm on December 20, 2022 in BLANCO, NM 87412.
9414811898765835172773	Yazzie, Esther R	18 Via Tortuga	Edgewood	NM	87015-9047	This is a reminder to arrange for redelivery of your item or your item will be returned to sender.
9414811898765835172957	Yazzie, Ethel B	PO Box 532	Blanco	NM	87412-0532	Your item was picked up at the post office at 5:20 pm on December 20, 2022 in BLANCO, NM 87412.
9414811898765835172964	Yazzie, Taylor	PO Box 2376	Bloomfield	NM	87413-2376	This is a reminder to pick up your item before January 3, 2023 or your item will be returned on January 4, 2023. Please pick up the item at the BLOOMFIELD, NM 87413 Post Office.
9414811898765835172926	Yazzie, Virgil Sr C/O Dora Yazzie	PO Box 2152	Bloomfield	NM	87413-2152	Your item was picked up at the post office at 2:21 pm on December 23, 2022 in BLOOMFIELD, NM 87413.
9414811898765835172902	Yepa, Jeremy Michael	PO Box 3235	Torrance	CA	90510-3235	Your item was returned to the sender on December 21, 2022 at 3:49 pm in TORRANCE, CA 90503 because the addressee was not known at the delivery address noted on the package.
9414811898765835172995	Yepa, Shane Michael	7112 Husky Dr NE	Rio Rancho	NM	87144-7726	This is a reminder to arrange for redelivery of your item or your item will be returned to sender.

# Farmington Daily Times

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## Affidavit of Publication

Ad # 0005525467

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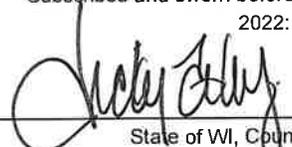
SANTA FE, NM 87504

I, being duly sworn say: **Farmington Daily Times**, a daily newspaper of general circulation published in English at Farmington, said county and state, and that the hereto attached Legal Notice was published in a regular and entire issue of the said DAILY TIMES, a daily newspaper duly qualified for the purpose within the State of New Mexico for publication and appeared in the internet at The Daily Times web site on the following days(s):

12/18/2022

  
Legal Clerk

Subscribed and sworn before me this December 18, 2022:

  
State of WI, County of Brown  
NOTARY PUBLIC  
9-19-25  
My commission expires

VICKY FELTY  
Notary Public  
State of Wisconsin

Ad # 0005525467  
PO #:  
# of Affidavits: 1

This is not an invoice

BEFORE THE OIL CONSERVATION DIVISION  
Santa Fe, New Mexico  
Exhibit No. E  
Submitted by: DJR Operating, LLC  
Hearing Date: January 5, 2023  
Case No. 23282

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

The State of New Mexico, Energy Minerals and Natural Resources Department, Oil Conservation Division ("Division") hereby gives notice that the Division will hold public hearings before a hearing examiner on the following case. During the COVID-19 Public Health Emergency, state buildings are closed to the public and Division hearings will be conducted remotely. The public hearing for the following case will be electronic and conducted remotely. The hearing will be conducted on **Thursday, January 5, 2023, beginning at 8:15 a.m.** To participate in the electronic hearing, see the instructions posted below. The docket may be viewed at <https://www.emnrd.nm.gov/ocd/hearing-info/> or obtained from Marlene Salvidrez, at [Marlene.Salvidrez@emnrd.nm.gov](mailto:Marlene.Salvidrez@emnrd.nm.gov). Documents filed in the case may be viewed at <https://ocdimage.emnrd.nm.gov/Imaging/Default.aspx>. If you are an individual with a disability who needs a reader, amplifier, qualified sign language interpreter, or other form of auxiliary aid or service to attend or participate in a hearing, contact Marlene Salvidrez at [Marlene.Salvidrez@emnrd.nm.gov](mailto:Marlene.Salvidrez@emnrd.nm.gov), or the New Mexico Relay Network at 1-800-659-1779, no later than December 25, 2022.

Persons may view and participate in the hearings through the following link:

<https://nmemnrd.webex.com/nmemnrd/j.php?MTID=m70857b43582c30c1009e8e4c5f5461e7>  
Webinar number: : 2499 289 7870  
Panelist password: AvxgVmMe829 (28948663 from phones and video systems)

Join by video: [24992897870@nmemnrd.webex.com](mailto:24992897870@nmemnrd.webex.com)  
You can also dial 173.243.2.68 and enter your webinar number

Join by phone: 1-844-992-4726 United States Toll Free  
+1-408-418-9388 United States Toll  
Access code: 2499 289 7870

**STATE OF NEW MEXICO TO:  
All named parties and persons  
having any right, title, interest  
or claim in the following case  
and notice to the public.**

(NOTE: All land descriptions herein refer to the New Mexico Principal Meridian whether or not so stated.)

To: All affected parties, including: Alexander, Clinath J, his heirs and devisees; Angle, Angie B, her heirs and devisees; Armstrong, Barbara Jean, her heirs and devisees; Arthur, Grace J Estate, her heirs and devisees; Artiaga, Eleanor B, her heirs and devisees; Arviso, Marcellus , his heirs and devisees; Aspaas, Anthony H, his heirs and devisees; Aspaas, Christopher , his heirs and devisees; Aspaas, Duane M, his heirs and devisees; Aspaas, Frank Jr, his heirs and devisees; Aspaas, Julia A, her heirs and devisees; Aspaas, Karla A, her heirs and devisees; Aspaas, Michael W , his heirs and devisees; Aspaas, Rawlin E, his or her heirs and devisees; Atcitty, Wanda M , her heirs and devisees; Atencio, Elouise P, her heirs and devisees; Augustine, Virginia, her heirs and devisees; Baas, Cindy B, her heirs and devisees; Bague, Melchor Jr, his heirs and devisees; Barber, Imogene, her heirs and devisees; Becenti, Bessie, her heirs and devisees; Bedonie, Barbara H, her heirs and devisees; Begaii, Louise, her heirs and devisees; Begay, Alroy Roger, his heirs

and devisees; Begay, Angie A, her heirs and devisees; Begay, Ann H, her heirs and devisees; Begay, Billie Jay Jr, his heirs and devisees; Begay, Cecelia Estate, her heirs and devisees; Begay, Danielle C Werito-, her heirs and devisees; Begay, Darlene J, her heirs and devisees; Begay, Darrel, his heirs and devisees; Begay, Denny C/O Veronica Flores, his heirs and devisees; Begay, Elva A, her heirs and devisees; Begay, Evaline, her heirs and devisees; Begay, Evelyn, her heirs and devisees; Begay, Floyd Jay, his heirs and devisees; Begay, Ida Estate, her heirs and devisees; Begay, Imogene, her heirs and devisees; Begay, James Alberta Estate, his heirs and devisees; Begay, Lavena, her heirs and devisees; Begay, Leonard, his heirs and devisees; Begay, Lillie L, her heirs and devisees; Begay, Lorenzo C/O Heaven of Hope, his heirs and devisees; Begay, Marie Estate, her heirs and devisees; Begay, Marjorie H, her heirs and devisees; Begay, Melissa, her heirs and devisees; Begay, Melvin A, his heirs and devisees; Begay, Peter, his heirs and devisees; Begay, Rena, her heirs and devisees; Begay, Robert Estate, his heirs and devisees; Begay, Teddy Estate, his heirs and devisees; Begay, Virgil , his heirs and devisees; Begay, Wendell , his heirs and devisees; Bekis, Ella M, her heirs and devisees; Bekise, Rita, her heirs and devisees; Benallie, James W, his heirs and devisees; Benallie, Rita, her heirs and devisees; Benally, Arlyn Darren, his or her heirs and devisees; Benally, Carolyn A, her heirs and devisees; Benally, Darwin, his or her heirs and devisees; Benally, David, his heirs and devisees; Benally, Ethel, her heirs and devisees; Benally, Eugene, his heirs and devisees; Benally, Irene T, her heirs and devisees; Benally, James, his heirs and devisees; Benally, Kee, his or her heirs and devisees; Benally, Louise, her heirs and devisees; Benally, Mae, her heirs and devisees; Benally, Manuel, his heirs and devisees; Benally, Marilyn, her heirs and devisees; Benally, Patricia, her heirs and devisees; Benally, Rita, her heirs and devisees; Benally, Sam J Estate, his or her heirs and devisees; Benally, Samuel, his heirs and devisees; Benally, Wendell L Estate, his heirs and devisees; Benally, Zanagoliche V L, his or her heirs and devisees; Benny, Alvin Roy, his heirs and devisees; Betsillie, Henry, his heirs and devisees; Bettis, Tanya L, her heirs and devisees; Bitsui, Ruth Estate, her heirs and devisees; Bitsui, Alice Estate, her heirs and devisees; Bitsui, Gabriel F C, his heirs and devisees; Bonney, Annie M, her heirs and devisees; Bonney, Bernice, her heirs and devisees; Bonney, Henry Estate, his heirs and devisees; Bonney, Leo R, his heirs and devisees; Bonney, Paul, his heirs and devisees; Bonnie, Robert Estate, his heirs and devisees; Bonnie, Thomas, his heirs and devisees; Bowman, Robert, his heirs and devisees; Brown, Jerilee Cullen, her heirs and devisees; Brown, Joan, her heirs and devisees; Brown, Mary L Estate, her heirs and devisees; Brown, Patterson, his or her heirs and devisees; Brown, Sandra C, her heirs and devisees; Brown, Vera, her heirs and devisees; Bunion, John Sr Estate, his heirs and devisees; Bunny, Ernest, his heirs and devisees; Bunny, Jackson S Estate, his heirs and devisees; Bunny, Thomas, his heirs and devisees; Caldwell, Beth, her heirs and devisees; Cambridge, Eleanor, her heirs and devisees; Cambridge, Louella, her heirs and devisees; Cambridge, Luella, her heirs and devisees; Canuto, Angel E, his or her heirs and devisees; Canuto, Garrison, his heirs and devisees; Canuto, Herman, his heirs and devisees; Canuto, Janie, her heirs and devisees; Canuto, Marc W, his heirs and devisees; Canuto, Todd B, his heirs and devisees; Canuto, Tully , his or her heirs and devisees; Canuto, Wilbur Jr, his heirs and devisees; Canuto, Willard, his heirs and devisees; Canuto, Wilton E, his heirs and devisees; Cecil, John Jr, his heirs and devisees; Cecil, Mary E, her heirs and devisees; Charles, Susan J, her heirs and devisees; Charley, Cheree C C, her heirs and devisees; Charley, Fernando M, his heirs and devisees; Charley, Kenneth B, his heirs and devisees; Chase, Valesita G, her heirs and devisees; Cheama, Janice M, her heirs and devisees; Chee, Venessa C, her heirs and devisees; Chiquito,

Fannie J, her heirs and devisees; Conley, Annette , her heirs and devisees; Conrad, Margaret M Estate, her heirs and devisees; Coolidge, Doris N, her heirs and devisees; Cummings, Evalina, her heirs and devisees; Dan, Jason T Estate, his heirs and devisees; Dan, Tristian G, his or her heirs and devisees; Day, Evangeline Lope, her heirs and devisees; Deleon, Anita, her heirs and devisees; Dennison, Clarence , his heirs and devisees; Dennison, Fannie, her heirs and devisees; Dennison, George, his heirs and devisees; Dennison, Paul A, his heirs and devisees; Dennison, Tom , his heirs and devisees; Devore, Alice, her heirs and devisees; Devore, Devin James, his heirs and devisees; Devore, Emerson, his heirs and devisees; Devore, Harry Estate, his heirs and devisees; Devore, Herman V, his heirs and devisees; Devore, Jamison Estate, his heirs and devisees; Devore, John Estate, his heirs and devisees; Devore, Marvin Estate, his heirs and devisees; Devore, Matthew J, his heirs and devisees; Devore, Nathaniel L, his heirs and devisees; Devore, Phillips Helen Estate, his or her heirs and devisees; Devore, Richard A, his heirs and devisees; Devore, Rose, her heirs and devisees; Devore, Stanley Jr, his heirs and devisees; Devore, Violet Estate, her heirs and devisees; Devore, Wilson Jr, his heirs and devisees; Dibartolo, Ruth E, her heirs and devisees; Doherty, Rose Ann, her heirs and devisees; Duncan, Marsha M, her heirs and devisees; Eaton, Ethelene B, her heirs and devisees; Edison, Esther, her heirs and devisees; Eldridge, Louise, her heirs and devisees; Ellington, Dolores, her heirs and devisees; Escarcega, Esther P, her heirs and devisees; Etsitty, Katherine, her heirs and devisees; Fannie Dennison, his or her heirs and devisees; Flores, Veronica, her heirs and devisees; Francis, Mary A, her heirs and devisees; Frazier, Beverley S, her heirs and devisees; Freeland, Pauline, her heirs and devisees; Garcia, Christine C, her heirs and devisees; Garcia, Verna, her heirs and devisees; Garnanez, Ramona Ann, her heirs and devisees; George W Dennison, his or her heirs and devisees; George, Annabelle, her heirs and devisees; George, Dennison, his or her heirs and devisees; George, Evangeline, her heirs and devisees; George, Harrison Estate, his heirs and devisees; George, Lydia Estate, her heirs and devisees; George, Melvin N, his heirs and devisees; Geronimo, Karen Z, her heirs and devisees; Gibson, Ethel R, her heirs and devisees; Goss, Jeffery D, his heirs and devisees; Goss, Jennifer C, her heirs and devisees; Hamby, Rose Ann, her heirs and devisees; Hammitt, Eddie, his heirs and devisees; Harris, Bobby, his heirs and devisees; Harris, DeWayne, his heirs and devisees; Harris, Ferrell, his heirs and devisees; Harris, Harold, his heirs and devisees; Harris, Jimmie W, his heirs and devisees; Harris, Loretta, her heirs and devisees; Harris, Maxine, her heirs and devisees; Harris, Tina C, her heirs and devisees; Harris, Zandra C, her heirs and devisees; Harrison, Kathleen R, her heirs and devisees; Harrison, Lawrence A, his heirs and devisees; Harrison, Nah-Dez-Bah S, her heirs and devisees; Harrison, Ted, his heirs and devisees; Harry, Marlena, her heirs and devisees; Harvey, Bertha M, her heirs and devisees; Henry, Lavinia, her heirs and devisees; Herrera, Angelina B, her heirs and devisees; Heyman, Alice, her heirs and devisees; Hobson, Bernita J, her heirs and devisees; Hosteen, Violet Jean, her heirs and devisees; Hunter, Alberta Estate, her heirs and devisees; Jack, Henry Jr, his heirs and devisees; Jack, Roger L, his heirs and devisees; Jack, Vera Mae, her heirs and devisees; Jackquez, Sandy Estate, her heirs and devisees; Jackson, Anthony Dal-Ray, his heirs and devisees; Jackson, Everett Michael, his heirs and devisees; Jackson, Marie B, her heirs and devisees; Jackson, Racine A, his or her heirs and devisees; Jackson, Raven R, her heirs and devisees; Jackson, Remus L, his heirs and devisees; Jackson, Ryan L, his heirs and devisees; Jacquez, Beth Lope Estate, her heirs and devisees; Jacquez, Bruce, his heirs and devisees; Jacquez, Harry, his heirs and devisees; Jacquez, Jessie C, his or her heirs and devisees; Jacquez, Jimmy Estate, his heirs

and devisees; Jacquez, Joe, his heirs and devisees; Jacquez, Larry, his heirs and devisees; Jacquez, Laruima, his or her heirs and devisees; Jacquez, Lawrence, his heirs and devisees; Jacquez, Leita, her heirs and devisees; Jacquez, Lester, his heirs and devisees; Jacquez, Shonie Tom, his or her heirs and devisees; Jacquez, Teddy, his heirs and devisees; Jacquez, Walter, his heirs and devisees; Jaques, Pauline, her heirs and devisees; Jaquez, Bruce Murphy, his heirs and devisees; Jaquez, Dorothy, her heirs and devisees; Jaquez, Jimmy Estate, his heirs and devisees; Jaquez, Raymond, his heirs and devisees; Jaquez, Stella Mae, her heirs and devisees; Jaquez, Tommy, his heirs and devisees; Jim, Lavern, her heirs and devisees; Jim, Lope Dorothy Estate, her heirs and devisees; Joe, Eudura, her heirs and devisees; Joe, Virg, his heirs and devisees; Johnson, Carolyn K, her heirs and devisees; Johnson, Marian L, her heirs and devisees; Johnson, Theresa Ann, her heirs and devisees; Johnson, Valvano R, his or her heirs and devisees; Jones, Katie, her heirs and devisees; Jones, Marvetta Ann, her heirs and devisees; Jordan, Winston E, his heirs and devisees; Jose, Joan, her heirs and devisees; Jose, Joseph, his heirs and devisees; Jose, Kenneth, his heirs and devisees; Kee, Vanson Estate, his or her heirs and devisees; Kellywood, Priscilla M Aspaas, her heirs and devisees; Keough, Raymond W, his heirs and devisees; Keough, Shawn W, his heirs and devisees; Keough, Tanya I, her heirs and devisees; Keough, Troy B, his heirs and devisees; Kosea, Nelson, his heirs and devisees; Lavern, Jim, his heirs and devisees; Ledesma, Dolores R, her heirs and devisees; Leyba, Rinna, her heirs and devisees; Lindy, Pierce, his heirs and devisees; Locklear, Freda, her heirs and devisees; Long, Carmelita, her heirs and devisees; Long, Imogene D Estate, her heirs and devisees; Long, Rachael A, her heirs and devisees; Long, Renita R, her heirs and devisees; Long, Ricky B Estate, his heirs and devisees; Long, Virgil, his heirs and devisees; Lope, Amy Laverne, her heirs and devisees; Lope, Barbara Jean, her heirs and devisees; Lope, Duane E Estate, his heirs and devisees; Lope, Harold, his heirs and devisees; Lope, Janet, her heirs and devisees; Lope, Lorraine, her heirs and devisees; Lope, Roberta, her heirs and devisees; Lopez, Isabelle, her heirs and devisees; Lopez, Priscilla, her heirs and devisees; Lynn, Arrie, his or her heirs and devisees; Manuelito, Betty Ann, her heirs and devisees; Manuelito, Sarah D, her heirs and devisees; Manygoats, Lucinda Jane, her heirs and devisees; Maria, Elsie, her heirs and devisees; Mike, Darlene H, her heirs and devisees; Modrow, Bernice, her heirs and devisees; Modrow, Bobby D, his or her heirs and devisees; Modrow, Jerry W, his or her heirs and devisees; Morris, Beatrice A, her heirs and devisees; Nakai, Amelia B, her heirs and devisees; Nakai, Nancy A, her heirs and devisees; Namovice, Michelle L, her heirs and devisees; Navajo Nation; Pablo, Darrell, his heirs and devisees; Pablo, Darvin D, his heirs and devisees; Pahcuddy, Ethel L, her heirs and devisees; Paisano, Vivian J, her heirs and devisees; Paul, Helen, her heirs and devisees; Paul, Henry, his heirs and devisees; Paul, Kimberly A, her heirs and devisees; Paul, Mildred B, her heirs and devisees; Paul, Ruth, her heirs and devisees; Paul, Susie, her heirs and devisees; Perez, Jaime C, his or her heirs and devisees; Pierce, Linda I, her heirs and devisees; Pierce, Lorna, her heirs and devisees; Pierce, Ambrose, his heirs and devisees; Pierce, Bruce, his heirs and devisees; Pierce, Clara Ann, her heirs and devisees; Pierce, Ferdinand, his heirs and devisees; Pierce, Ferguson, his heirs and devisees; Pierce, Franklin, his heirs and devisees; Pierce, Gloria Ann, her heirs and devisees; Pierce, Harvey, his heirs and devisees; Pierce, Henry, his heirs and devisees; Pierce, Johnny, his heirs and devisees; Pierce, Julia Ann, her heirs and devisees; Pierce, Lee, his or her heirs and devisees; Pierce, Linda I, her heirs and devisees; Pierce, Lindy, her heirs and devisees; Pierce, Lorna, her heirs and devisees; Pierce, Luther, his heirs and devisees; Pierce, Shirley A, her heirs and devisees; Pierce, Sophina Gay, her heirs and devisees;

Pierce, Tommie Sr, his heirs and devisees; Pierce, Tommy, his heirs and devisees; Pierce, Victoria Ann, her heirs and devisees; Pine, Harold Estate, his heirs and devisees; Pine, Loretta A, her heirs and devisees; Pine, Peter Harvey Estate, his heirs and devisees; Pine, Priscilla, her heirs and devisees; Pine, Retta A, her heirs and devisees; Pioche, Alena R, her heirs and devisees; Pioche, Alfreida J, her heirs and devisees; Platero, Kedric D, his heirs and devisees; Platero, Kendra D, her heirs and devisees; Platero, Kenesha S, her heirs and devisees; Platero, Kenneth R II, his heirs and devisees; Platero, Kimberly R, her heirs and devisees; Platero, Kirbie L, his or her heirs and devisees; Platero, Nancy, her heirs and devisees; Raguel, Patricia, her heirs and devisees; Rascon, Michele, her heirs and devisees; Ray, Jacqueline D, her heirs and devisees; Ray, Jameson D, his heirs and devisees; Ray, Jonathan D, his heirs and devisees; Ray, Rayleen A, her heirs and devisees; Ray, Rosie, her heirs and devisees; Reid, Patricia, her heirs and devisees; Russell, John, his heirs and devisees; Sanchez, Renee, her heirs and devisees; Sandoval, Jimmy M, his heirs and devisees; Sandoval, Merle, his heirs and devisees; Sandoval, Rosie, her heirs and devisees; Sandoval, Trujillo Susie, her heirs and devisees; Sells, John C, his heirs and devisees; Sells, John Jr, his heirs and devisees; Sells, Tanya, her heirs and devisees; Sells, Tanya Lynn, her heirs and devisees; Sells, Travis, his heirs and devisees; Sells, Travis J, his heirs and devisees; Shawa, Marjorie B, her heirs and devisees; Shelby, Elaine B, her heirs and devisees; Shorthair, Lenora, her heirs and devisees; Shorthair, Wayne, his heirs and devisees; Silver, Calvin, his heirs and devisees; Skeans, Elsie, her heirs and devisees; Skeet, Efilene B, her heirs and devisees; Smith, Laura M, her heirs and devisees; Sorrell, Melody, her heirs and devisees; Story, Rosena L, her heirs and devisees; Taylor, Randall W, his heirs and devisees; Taylor, Sarah Ann, her heirs and devisees; Teswood, Augustine, his heirs and devisees; Thomas, Phyllis Devore, her heirs and devisees; Toledo, Mary, her heirs and devisees; Trujillo, Andrew, his heirs and devisees; Trujillo, Michele, her heirs and devisees; Trujillo, Miranda, her heirs and devisees; Trujillo, Ozzie, his or her heirs and devisees; Trujillo, Rosie C , her heirs and devisees; Trujillo, Susie, her heirs and devisees; Trujillo, Wesley, his or her heirs and devisees; Trujillo, Wilbert L, his heirs and devisees; Trujillo, Willis W, his heirs and devisees; Tso, Veronica D, her heirs and devisees; Tsosie, Altrude, his or her heirs and devisees; Tsosie, Leonard V, his heirs and devisees; Tsosie, Nathaniel, his heirs and devisees; Tsosie, Raymond, his heirs and devisees; Tunney, Sharon Shorthair, her heirs and devisees; Valdez, Dorothy Ann, her heirs and devisees; Valdez, Virginia, her heirs and devisees; Wade, Katie, her heirs and devisees; Wade, Katie R, her heirs and devisees; Walter, Lorena Shorthair, her heirs and devisees; Wanoskia, Lucinda J, her heirs and devisees; Wauneka, Nelson, his heirs and devisees; Werito, Jessica, her heirs and devisees; Werito, Virginia, her heirs and devisees; Williams, Ellamae, her heirs and devisees; Willie, Angela, her heirs and devisees; Willie, Valorie T, her heirs and devisees; Wolf, Skylar, his or her heirs and devisees; Yazzie, Alice Mae Estate, her heirs and devisees; Yazzie, Darlene, her heirs and devisees; Yazzie, Dora M, her heirs and devisees; Yazzie, Ella D Estate, her heirs and devisees; Yazzie, Ella M, her heirs and devisees; Yazzie, Ella Mae, her heirs and devisees; Yazzie, Esther R, her heirs and devisees; Yazzie, Ethel B, her heirs and devisees; Yazzie, Florence Ann, her heirs and devisees; Yazzie, Gertrude, her heirs and devisees; Yazzie, Inez D, her heirs and devisees; Yazzie, Lewis Esther, his or her heirs and devisees; Yazzie, Taylor, his or her heirs and devisees; Yazzie, Virgil Sr C/O Dora Yazzie, his heirs and devisees; Yepa, Jeremy Michael, his heirs and devisees; Yepa, Michael John, his heirs and devisees; and Yepa, Shane Michael, his heirs and devisees.

Case No. 23282: Application of DJR Operating, LLC to

**amend Order No. R-828-A Affecting the Carson Unit, San Juan County, New Mexico.** Applicant seeks an order amending Order No. R-828-A (1) approve the terms of the amendment to the Carson Unit Agreement; (2) expand the geographic area of the Carson Unit; and (3) and modify the Unitized Interval . The expansion area includes approximately 16,148.84 acres, more or less, of Federal, Allotted Indian, and State Trust lands in all or parts of the following Sections: Sections 5 through 9, and Sections 16 and 21 in Township 25 North, Range 11 West; Sections 1, Sections 3 through 12, Sections 15 through 23, Sections 25 through 29, and Sections 35 through 36 in Township 25 North, Range 12 West; and Sections 31 and 32 in Township 26 North, Range 12 West, all in San Juan County, New Mexico. In addition, Applicant seeks to amend the Unitized Interval for the Expanded Unit Area to be limited to the Mancos formation, which is defined as being that interval located from below the stratigraphic equivalent of the top of the Mancos Shale (base of Mesaverde Group) identified at 3,736 feet measured depth to the stratigraphic equivalent of the base of the Mancos Shale (base of Greenhorn Limestone) identified at 5,526 feet measured depth as shown in the Central Bisti SWD 161 well (API# 30-045-31606) located in Township 25 North, Range 12 West, Section 16, San Juan County, New Mexico. The subject acreage is located approximately 20 miles northwest of Nageezi, New Mexico.  
#5525467, Daily Times Dec 18, 2022