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UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
Washington 25, D. C.

April 18, 1955

Union Oil Company of California
P.O. Box 6738
Roswell, New Mexico

Re: Queen Unit Area
Eddy County, New Mexico

Gentlemen:

Reference is made to your application of April 4, 1955, filed with the Oil and Gas Supervisor, Roswell, New Mexico, requesting designation of 17,384.19 acres, more or less, in Eddy County, New Mexico, as an area logically subject to exploration and development under the unitization provisions of the Mineral Leasing Act, as amended.

Pursuant to regulations of December 22, 1950, 30 CFR 226.3, the following land is designated as a logical unit area, to be known as the Queen unit area:

| <u>T. 23 S., R. 21 E., N.M.P.M.</u> | <u>Acres</u> |
|-------------------------------------|--------------|
| Sec. 25, all | 640.00 |
| Sec. 26, E $\frac{1}{2}$ | 320.00 |
| Sec. 35, E $\frac{1}{2}$ | 320.00 |
| Sec. 36, all | 640.00 |

| <u>T. 24 S., R. 21 E., N.M.P.M.</u> | |
|--|--------|
| Sec. 1, lots 1, 2, 3, 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ (all) | 624.08 |
| Sec. 2, lots 1, 2, 3, 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ (all) | 621.88 |
| Sec. 11, all | 640.00 |
| Sec. 12, all | 640.00 |
| Sec. 13, all | 640.00 |
| Sec. 14, all | 640.00 |
| Sec. 22, SE $\frac{1}{4}$ | 160.00 |
| Sec. 23, all | 640.00 |
| Sec. 24, all | 640.00 |
| Sec. 25, all | 640.00 |
| Sec. 26, all | 640.00 |
| Sec. 27, E $\frac{1}{2}$ | 320.00 |

| <u>T. 24 S., R. 22 E., N.M.P.M.</u> | |
|---|--------|
| Sec. 6, lots 1, 2, 3, 4, 5, 6, 7, SE $\frac{1}{4}$ NW $\frac{1}{4}$ S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ (all) | 636.43 |
| Sec. 7, lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$ (all) | 635.08 |
| Sec. 8, all | 640.00 |
| Sec. 9, W $\frac{1}{2}$, SE $\frac{1}{4}$ | 480.00 |
| Sec. 15, W $\frac{1}{2}$, SE $\frac{1}{4}$ | 480.00 |

BEFORE THE
OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO

Union EXHIBIT No. 1
CASE 958

| <u>T. 24 S., R. 22 E., N.M.P.M. (Continued)</u> | | <u>Acres</u> |
|---|--|------------------|
| Sec. 16, all | | 640.00 |
| Sec. 17, all | | 640.00 |
| Sec. 18, lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$ (all) | | 635.20 |
| Sec. 19, lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$ (all) | | 635.32 |
| Sec. 20, all | | 640.00 |
| Sec. 21, all | | 640.00 |
| Sec. 22, all | | 640.00 |
| Sec. 29, all | | 640.00 |
| Sec. 30, lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$ | | 636.20 |
| | | <u>17,384.19</u> |

Any unit agreement submitted for the area described above should conform with section 226.12 of the unit plan regulations and provide for a well to test the Devonian formation or to a depth of 6,000 feet.

The standard form of unit agreement (30 C.F.R., 226.12) should be modified as follows:

1. In order to assure orderly and progressive exploration of the unit area and to provide for reasonably prompt definition of any proved productive area therein, the attached subsection 2(e) "Automatic Elimination" should be appropriately inserted.
2. In order to conform to the pertinent provisions of Public Law 555 (68 Stat. 585) effective July 29, 1954, the attached revisions of certain subsections of Sec. 18 should be appropriately substituted.
3. In order to conform to Executive Order 10557 (19 F. R., 5655) the attached "Fair Employment" section should be substituted for Sec. 27 of the standard form.
4. The Certification-Determination should be revised as shown on the bottom of the page containing the above-mentioned changes in section 18.

In the absence of any objections not now apparent, a duly executed agreement identical with the standard form, modified as specified herein, will be approved if submitted within a reasonable period of time. If conditions are such as to require any further modification of the standard form, three copies of the form so modified with all modifications plainly marked and explained should be submitted through the Oil and Gas Supervisor for preliminary approval by the Director.

When the executed agreement is transmitted to the Supervisor for approval, include the latest status of all Federal acreage, showing the current record owner of all issued leases and the current status of any lease applications. However, notice is hereby given that the right is reserved to deny approval of any executed agreement submitted which in my opinion does not have the full commitment of sufficient lands to afford effective control of unit operations.

Very truly yours,

s/ Thomas B. Nolan

Acting Director

OIL CONSERVATION COMMISSION

P. O. BOX 871

SANTA FE, NEW MEXICO

file 953

April 18, 1957

Union Oil Company of California
Union Oil Building
619 West Texas
Midland, Texas

Attention: Mr. R. F. Jennings, Jr.

Re: Queen Unit Area
Eddy County,
New Mexico

Gentlemen:

This is to advise that the New Mexico Oil Conservation Commission has this date approved your request that the Queen Unit Agreement be permitted to expire April 19, 1957.

We are forwarding five copies of the approval to the United States Geological Survey, Roswell, New Mexico.

Very truly yours,

A. L. PORTER, Jr.,
Secretary-Director

DSN/ga

cc U. S. G. S.
Roswell, New Mexico

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Union Oil Company of California
Union Oil Building - 619 West Texas

M I D L A N D T E X A S

April 15, 1957

State of New Mexico
Oil Conservation Commission
Santa Fe, New Mexico

Re: Queen Unit Agreement
T-23-S, R-21-E, T-24-S, R-21-E
R-22-E, Eddy County, New Mexico

Gentlemen:

Enclosed is a letter signed by Mr. E. R. Atwill, Attorney-in-Fact for Union Oil Company of California requesting that the Queen Unit Agreement be permitted to expire on April 19, 1957.

Please approve five copies to be forwarded to the United States Geological Survey Office in Roswell, New Mexico, to the attention of Mr. Eddie Canfield.

Thanks for your cooperation in this matter,

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

Robert F. Jennings, Jr.

Robert F. Jennings, Jr.,
Landman

RFJ,Jr/es
encl.

cc: U.S. Geological Survey
Roswell, New Mexico
Attention: Mr. Eddie Canfield

Mr. W. M. Stanley
Union Oil Company of California
Box 6738
Roswell, New Mexico

UNION OIL COMPANY OF CALIFORNIA

MIDLAND, TEXAS

E. R. ATWILL

MANAGER OF OPERATIONS, WEST TEXAS DIV.

April 12, 1957

The State of New Mexico
Oil Conservation Commission
Santa Fe, New Mexico

United States Department of the Interior
Director, United States Geological Survey
Washington, D. C.

Re: Queen Unit Agreement
T-23-S, R-21-E and
T-24-S, R-21-E & R-22-E,
Eddy County, New Mexico

Gentlemen:

On September 15, 1955, the Oil Conservation Commission of the State of New Mexico by Case No. 953 and Order No. R-706 approved the above captioned unit agreement, subject to the approval of the United States Geological Survey.

On December 19, 1955, the Director of the United States Geological Survey also approved the above captioned unit agreement, and assigned it to No. 14-08-001-2446.

Application was made for an extension of time for the drilling of the second well under this unit agreement, and this application was approved by the Oil Conservation Commission on July 9, 1956, and by the Director of the United States Geological Survey on August 31, 1956. This extension for the time in which we might drill the second well expires on April 19, 1957.

The Union Oil Company was unit operator and was owner of 100% of the committed working interest; however, it is now unable to prosecute further drilling operations under the terms of this unit agreement. Therefore, we hereby request that the Queen Unit Agreement be permitted to expire on April 19, 1957.

Very truly yours,

UNION OIL COMPANY OF CALIFORNIA

Sec. 1, 1957-1958

By: E. R. Atwill
E. R. Atwill
Attorney-in-Fact R79

NEW MEXICO OIL CONSERVATION COMMISSION

THIS APPROVAL GRANTED SUBJECT TO LIKE APPROVAL
BEING GRANTED BY THE UNITED STATES GEOLOGICAL
SURVEY AND BY THE COMMISSIONER OF PUBLIC LANDS,
OF THE STATE OF NEW MEXICO.

OIL CONSERVATION COMMISSION

P. O. BOX 871

SANTA FE, NEW MEXICO

Case
95-3

July 9, 1956

C
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Union Oil Company of California
P. O. Box 6738
Roswell, New Mexico

Attention: Mr. D. A. Dunn

Re: Queen Unit Agreement
Eddy County, New Mexico

Gentlemen:

Enclosed herewith are seven approved copies of the approved extension of time for the commencement of a second well in the Queen Unit Area, as requested in your letter of June 29, 1956.

Inasmuch as this Commission has previously approved this extension on June 28, 1956, said approval being mailed to your Midland office, we are dating these additional copies of the approval June 28, 1956, subject to like approval by the United States Geological Survey.

Very truly yours,

A. L. Porter, Jr.
Secretary-Director

ALP:jh
cc: U.S.G.S., Roswell

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Union Oil Company of California

MAIN OFFICE 000

1955 JUL 1 AM 8:33

P. O. Box 6738
Roswell, New Mexico
June 29, 1956

*return to
JMU*

Mr. A. L. Porter, Secretary
New Mexico Oil Conservation Commission
Santa Fe, New Mexico

Re: Queen Unit Agreement
Eddy County, New Mexico

Dear Mr. Porter:

Enclosed are eight copies of a request for an extension of time for the commencement of a second well on the Queen Unit in Eddy County, New Mexico.

This Unit contains both Federal and patented lands. No State lands are involved and the extension does not need to be signed by the Commissioner of Public Lands; however, we do need the approval of the Oil Conservation Commission since the Commission approved the original Unit Agreement.

We would appreciate your signing and returning seven copies, retaining one for your files, to us so that we may turn them over to the U. S. Geological Survey for final approval. The local office of the Geological Survey had informed us that it would be necessary to obtain the approval of both the Commissioner and the Commission; however, after reviewing they agreed with Mr. Walker that the approval of the Commissioner is not necessary.

Your early attention to this matter would be appreciated.

Very truly yours,

UNION OIL COMPANY OF CALIFORNIA

David A. Dunn
David A. Dunn
District Geologist, New Mexico

DAD/rpd

Encls.

RECEIVED
STATE LAND OFFICE
SANTA FE, N.M.

100-100000-000

RECEIVED

JUN 18 1956

U. S. GEOLOGICAL SURVEY
ALBUQUERQUE, NEW MEXICO

EXTENSION OF QUEEN UNIT DEVELOPMENT AGREEMENT

STATE OF NEW MEXICO

COUNTY OF EDGY

RECEIVED
JUN 28 1956
U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

WHEREAS, on the 15th day of September, 1955, certain parties entered into an agreement for the development and operation of the Queen Unit situated in the County of Eddy, State of New Mexico; and

WHEREAS, on the 13th day of October, 1955, the Oil Conservation Commission of the State of New Mexico approved said unit plan of operation; and

WHEREAS, said Unit Agreement provided that the second well to be drilled on lands embraced on said unit be commenced on or before July 19, 1956; and

WHEREAS, the operators of said unit desire additional time to plan operations on said acreage embraced in said Queen Unit.

NOW, THEREFORE, it is agreed and approved by the Oil Conservation Commission of the State of New Mexico, as well as the Commissioner of Public Lands for the State of New Mexico, and Director of U. S. Geological Survey, that the time for commencement of said second well be extended until the 19th day of April, 1957.

Except as hereinabove provided, all of the terms and provisions of the Unit Agreement remain the same.

EXTENSION APPROVED:

APPROVED
Union Oil Co. of Calif.
Wes-Tex Div.
SAS
ell
LAND
DEPT.

UNION OIL COMPANY OF CALIFORNIA

By: E. R. Atwill
E. R. Atwill, Attorney-in-Fact

COMMISSIONER OF PUBLIC LANDS
STATE OF NEW MEXICO

By

OIL CONSERVATION COMMISSION
STATE OF NEW MEXICO

71. W. H. Miller
DIRECTOR OF U. S. GEOLOGICAL SURVEY

By: _____

THIS APPROVAL GRANTED SUBJECT TO LIKE APPROVAL
BEING GRANTED BY THE UNITED STATES GEOLOGICAL
SURVEY AND BY THE COMMISSIONER OF PUBLIC LANDS
OF THE STATE OF NEW MEXICO.

JUN 28 1958

ILLEGIBLE

OIL CONSERVATION COMMISSION

P. O. BOX 871

SANTA FE, NEW MEXICO

June 28, 1956

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Union Oil Company of California
Union Oil Building
619 West Texas
Midland, Texas

Attention: Mr. E. R. Atwill

Re: Queen Unit - Eddy
County, New Mexico

Gentlemen:

This is to advise that the New Mexico Oil Conservation Commission has this date approved your request, dated June 15, 1956, for extension of time from July 15, 1956, to April 19, 1957, in which to commence the second test well in the subject Unit Area.

Approval of this extension is granted subject to like approval being obtained from the United States Geological Survey.

One approved copy of the extension is returned herewith.

Very truly yours,

ALP:DSN:ds

A. L. PORTER, JR.,
Secretary - Director

cc: U. S. Geological Survey - Roswell

Union Oil Company of California

Union Oil Building - 619 W. Texas

IN REPLY GIVE NO.

8:41

June 15, 1956

Oil Conservation Commission ✓

Commissioner of Public Lands

Regional Director, U. S. Geological Survey

Re: Queen Unit Agreement
Eddy County, New Mexico
(14-08-001-2446)
(Comm. Order R-706)

Gentlemen:

On October 13, 1955 the Oil Conservation Commission of the State of New Mexico approved the above captioned Unit Agreement and on December 19, 1955 the Director, U. S. Geological Survey, likewise approved the Unit Agreement.

On January 19, 1956 Union Oil Company of California, as Unit Operator, plugged and abandoned at a total depth of 6737 feet the Federal White No. 1, located 660 feet from the North and West lines of Section 17, T-17-S, R-22-E, Eddy County, New Mexico. During the drilling of this well considerable difficulty was experienced in cavernous formations, resulting in the loss of samples. There were, however, slight shows of oil encountered.

Under the terms of the Operating Agreement, Union is required to commence drilling operations on a second test on or before July 15, 1956.

We do not feel that the acreage covered by the Unit Agreement has been condemned for commercial oil and gas production; and we should like to request additional time in which to consider the drilling of an additional test or tests. Extremely hazardous and expensive operations, as well as the unknown geological conditions, require additional time for planning and enlisting the aid of other operators who might be interested in the area.

We should like for you to extend until April 19, 1957 the commencement date of a second well under the terms of this Unit Agreement, and, for

Oil Conservation Commission
Commissioner of Public Lands
Regional Director, U. S. Geological Survey


Page Two
June 15, 1956

convenience, we have prepared and attach hereto such an Extension.

It would be appreciated if you would execute same.

Very truly yours,

UNION OIL COMPANY OF CALIFORNIA

By: 
E. R. Atwill
Manager of Operations
West Texas Division

ESK/mj
Enclosure

Case
953

MAIL ROOM 800

RECEIVED JUN 19 1956

June 19, 1956

In reply refer to:
Unit Division

Union Oil Company of California
Union Oil Building
610 West Texas
Midland, Texas

Re: (Queen Unit Agreement)
Eddy County, New Mexico

Attention: Mr. E. R. Atwill

Gentlemen:

We are returning to you your Extension of
Queen Unit Development Agreement unapproved.

This Unit is composed entirely of Federal
and fee land, therefore, the Commissioner of
Public Lands did not approve this Unit and could
not approve such extension.

Very truly yours,

E. S. WALKER
Commissioner of Public Lands

ESW/m
enc: 1

cc: OCC-Santa Fe
USGS-Roswell

Union Oil Company of California



P. O. Box 6738
Roswell, New Mexico
January 5, 1956

*File
Queen Unit*

Oil Conservation Commission
State of New Mexico
State Capital Building
Santa Fe, New Mexico

Gentlemen:

Attached hereto is a completed approved Unit Agreement covering our Queen Post Office Unit in southwestern Eddy County, New Mexico.

This Unit Agreement is furnished under the provisions of Order No. R-706, Case No. 953 dated October 13, 1955 and was approved December 19, 1955.

Very truly yours,

UNION OIL COMPANY OF CALIFORNIA

W. M. Stanley
W. M. Stanley
District Landman, New Mexico

WMS/rpd

Encl.

cc: Mr. E. S. Keefe
Union Oil Company of California
Midland, Texas

CERTIFICATION - DETERMINATION

Pursuant to the authority vested in the Secretary of Interior, under the act approved February 25, 1920, 41 Stat. 437, as amended, 30 U. S. C. Secs. 181, et seq., and delegated to the Director of the Geological Survey pursuant to Departmental Order No. 2365 of October 8, 1947, 43 C. F. R. Sec. 4.611, 12 F. R. 6784, I do hereby:

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

Dated: DEC 19 1955.



Director, United States Geological Survey.

UNIT AGREEMENT FOR THE DEVELOPMENT
AND OPERATION OF THE QUEEN UNIT AREA
COUNTY OF EDDY, STATE OF NEW MEXICO

RECEIVED

NOV 4 1955

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

THIS AGREEMENT, entered into as of the 15 day of Sept., 1955,
by and between the parties subscribing, ratifying, or consenting hereto, and
herein referred to as the "parties hereto,"

W I T N E S S E T H:

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 Act of February 25, 1920, 41 Stat. 437, as amended by the
Act of August 8, 1946, 60 Stat. 950, 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 natu-
ral resources thereof whenever determined and certified by the Secretary of the
Interior to be necessary or advisable in the public interest; and

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

WHEREAS the parties hereto hold sufficient interests in the Queen Unit
Area covering the land hereinafter described to give reasonably effective con-
trol of operations therein; and

WHEREAS it is the purpose of the parties hereto to conserve natural
resources, prevent waste, and secure other benefits obtainable through develop-
ment and operation of the area subject to this agreement under the terms, con-
ditions, 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 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; 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 Queen Unit Area:

NEW MEXICO PRINCIPAL MERIDIAN, NEW MEXICO

T-23-S - R-21-E

Sec. 25: All
 Sec. 26: $E\frac{1}{2}$
 Sec. 35: $E\frac{1}{2}$
 Sec. 36: All

T-24-S - R-21-E

Sec. 1: Lots 1, 2, 3, 4, $S\frac{1}{2}NW\frac{1}{2}$, $S\frac{1}{2}$ (all)
 Sec. 2: Lots 1, 2, 3, 4, $S\frac{1}{2}NW\frac{1}{2}$, $S\frac{1}{2}$ (all)
 Sec. 11: All
 Sec. 12: All
 Sec. 13: All
 Sec. 14: All
 Sec. 22: $SE\frac{1}{4}$
 Sec. 23: All
 Sec. 24: All
 Sec. 25: All
 Sec. 26: All
 Sec. 27: $E\frac{1}{2}$

T-24-S - R-22-E

Sec. 6: Lots 1, 2, 3, 4, 5, 6, 7, $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}$ (all)
 Sec. 7: Lots 1, 2, 3, 4, $E\frac{1}{2}NW\frac{1}{2}$, $E\frac{1}{2}$ (all)
 Sec. 8: All
 Sec. 9: $W\frac{1}{2}$, $SE\frac{1}{4}$
 Sec. 15: $W\frac{1}{2}$, $SE\frac{1}{4}$
 Sec. 16: All
 Sec. 17: All
 Sec. 18: Lots 1, 2, 3, 4, $E\frac{1}{2}NW\frac{1}{2}$, $E\frac{1}{2}$ (all)
 Sec. 19: Lots 1, 2, 3, 4, $E\frac{1}{2}NW\frac{1}{2}$, $E\frac{1}{2}$ (all)
 Sec. 20: All
 Sec. 21: All
 Sec. 22: All
 Sec. 29: All
 Sec. 30: Lots 1, 2, 3, 4, $E\frac{1}{2}NW\frac{1}{2}$, $E\frac{1}{2}$ (all)

Total Unit Area embraces 17,384.19 acres, more or less.

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", and not less than six copies of the revised exhibits shall be filed with the Supervisor, and two copies each with the Oil Conservation Commission of the State of New Mexico, hereinafter referred to as the "Commission".

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 Commission, shall prepare after preliminary concurrence by the Director 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 Commission, 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 the Commission 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 for approval of such expansion or contraction, and with appropriate joinders.

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

(e) AUTOMATIC ELIMINATION. 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), 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 and the Commission. The Unit Operator shall, within 90 days after the effective date of any elimination hereunder, describe the area so eliminated to the satisfaction of the Director and the Commission, 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-non-participating-

acreage basis, respectively, with approval of the Director and the Commission, provided such extension application is submitted to the Director and the Commission not later than 60 days prior to the expiration of said 10-year period.

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

All land committed to this agreement shall constitute land referred to herein as "unitized land" or "land subject to this agreement".

3. UNITIZED SUBSTANCES. 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. Union Oil Company of California 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, the Director, and the Commission, 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 lands and the Commission as to 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 es-

tablished hereunder is in existence, but in all such instances of resignation or removal 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 such 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 the Commission.

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 appurtenance 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 herein-above 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 the Commission. If no successor Unit Operator is selected and qualified as herein provided, the Director and the Commission 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 shall be filed with the Supervisor and one true copy with the Commission.

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 de-

posited 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. DRILLING TO DISCOVERY. Within 6 months after the effective date hereof, the Unit Operator shall begin to drill an adequate test well at a location approved by the Supervisor if such lands are upon lands of the United States and if upon patent lands such location shall be approved by the Commission, unless on such effective date a well is being drilled conformably with the terms hereof, and thereafter continue such drilling diligently until the Devonian formation has been tested or until at a lesser depth unitized substances shall be discovered which can be produced in paying quantities (to-wit: quantities sufficient to repay the cost of drilling, and producing operations, with a reasonable profit) or the Unit Operator shall at any time establish to the satisfaction of the Supervisor as to wells on Federal lands or the Commission as to wells on patented lands that further drilling of said well would be unwarranted or impracticable, provided, however, that the Unit Operator shall not in any event be required to drill said well to a depth in excess of 6,000 feet. Until the discovery of a deposit of unitized substances capable of being produced in paying quantities, the Unit Operator shall continue drilling diligently one well at a time, allowing not more than 6 months between the completion of one well and the beginning of the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of said Supervisor and Commission, or until it is reasonably proved that the unitized land is incapable of producing unitized substances in paying quantities in the formations drilled hereunder. Nothing in this section shall be deemed to limit the right of the Unit Operator to resign as provided in Section 5 hereof, or as requiring Unit Operator to commence or continue any drilling during the period pending such resignation becoming effective in order to comply with the requirements of this section. The Director and the Commission may modify the drilling requirements of this section by granting reasonable

extensions of time when, in their opinion, such action is warranted.

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

10. PLAN OF FURTHER DEVELOPMENT AND OPERATION. Within 6 months after completion of a well capable of producing unitized substances in paying quantities, the Unit Operator shall submit for the approval of the Supervisor and the Commission an acceptable plan of development and operation for the unitized land which, when approved by the Supervisor and the Commission, shall constitute the further drilling and operating obligations of the Unit Operator under this agreement for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for the approval of the Supervisor 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 and the Commission may determine to be necessary for timely development and proper conservation of the oil and gas resources of the unitized area and shall (a) specify the number and locations of any wells to be drilled and the proposed order and time for such drilling; and (b) to the extent practicable specify the operating practices regarded as necessary and advisable for proper conservation of natural resources. Separate plans may be submitted for separate productive zones, subject to the approval of the Supervisor 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. The Supervisor and the Commission is authorized to grant a reasonable extension of the 6-month period herein prescribed for submission of an initial plan of development where such action is justified because of unusual conditions or circumstances. After completion hereunder of a well capable of producing any unitized substance in paying quantities, no further

wells, except such as may be necessary to afford protection against operations not under this agreement or such as may be specifically approved by the Supervisor and the 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 or as soon thereafter as required by the Supervisor, and the Commission, the Unit Operator shall submit for approval by the Director 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 Director and the Commission to constitute a participating area, effective as of the date of completion of such well or the effective date of the 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 interest in the lands within the participating areas so to be combined, on approval of the Director and the Commission. The participating area or areas so established shall be revised from time to time, subject to like approval, whenever such action appears proper as a result of further drilling operations or otherwise, to include additional land then regarded as reasonably proved to be 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 maybe 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 and the Commission as to the proper definition or re-definition of a participating area, or until a participating area has, or areas have, been established as provided herein, the portion of all payments affected thereby may be impounded in a manner mutually acceptable to the owners of working interest, except royalties due the United States, which shall be determined by the Supervisor and the amount thereof deposited, as directed by the Supervisor, 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 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 land and the Commission as to wells on privately owned lands that a well drilled under this agreement is not capable of production in paying quantities and inclusion of the land on which it is situated in a participating area is unwarranted, production from such well shall, for the purposes of settlement among all parties other than working interest owners, be allocated to the land on which the well is located so long as such land is not within a participating area established for the pool or deposit from which such production is obtained. Settlement for working interest benefits from such a well shall be made as provided in the unit operating 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 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 NON-PARTICIPATING LAND OR FORMATIONS.

Any party hereto owning or controlling the working interest in any unitized land having thereon a regular well location may with the approval of the Supervisor as to Federal land or the Commission as to privately owned land, 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 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 therefor under existing contracts, laws, and regulations, on or before the last day of each month for unitized substances produced during the preceding calendar month; provided, however, that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any 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 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 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 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

land as provided herein at the rates specified in the respective Federal 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.

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

With respect to any lease on non-Federal 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 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 pursuant to applicable regulations pay a fair and reasonable compensatory royalty as determined by the Supervisor and the Commission.

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 shall and by his approval hereof, or by the approval hereof by his duly authorized representative, does hereby establish, alter, change, or revoke the drilling, producing, rental, minimum royalty, and royalty requirements of Federal 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 or his duly authorized representative shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every tract of unitized land.

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

(f) Each sublease or contract relating to the operation and development of unitized substances from lands of the United States committed to this agreement, which by its terms would expire prior to the time at which the underlying lease, as extended by the immediately preceding paragraph, will expire, is hereby extended beyond any such term so provided 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 AND TERM. This agreement shall become effective upon approval by the Secretary and the Commission or their duly authorized representatives and shall terminate five years from said effective date, unless (a) such date of expiration is extended by the Director and the Commission, 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 the Commission, 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 the Commission; 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 is not fixed pursuant to Federal or State law or does not conform to any state-wide voluntary conservation or allocation program, which is established, recognized, and generally adhered to by the majority of operators in such State, such authority being hereby limited to alteration or 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 privately-owned land subject to this agreement as to the quantity and rate of production in the absence of specific written approval thereof by the Commission.

Powers in this section vested in the Director shall only be exercised after notice to Unit Operator and opportunity for hearing to be held not less than 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 and the Commission 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 and to the Commission. If, after reviewing all the available evidence, the Director and the Commission find that the determination reviewed is incorrect they 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 and the Commission or appeal to the Secretary and the Commission 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 and the Commission (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 and the Commission. Such request will be granted or denied in the discretion of the Director and the Commission within 60 days after being received. If denied, the requesting party shall have the right to appeal to the Secretary and the Commission. If the request for review is granted and thereafter the Director and the Commission 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 and the Commission or appeal to the Secretary and the Commission.

23. 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 and the Commission and to appeal from orders issued under the regulations of said Department and Commission or to apply for relief from any of said regulations or in any proceedings relative to operations before the Department of the Interior 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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 land or leases, no

payments of funds due the United States should be withheld, but such funds shall be deposited as directed by the Supervisor 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.

29. NON-JOINDER AND SUBSEQUENT JOINDER. 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 and the Commission and the Unit Operator prior to the approval of this agreement by the Director and the Commission. 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. After final approval hereof joinder by a non-working interest owner must be consented to in writing by the working interest owner committed hereto and responsible for the payment of any benefits that may accrue hereunder in behalf of such non-working interest. Prior to final approval hereof, joinder by any owner of a non-working 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. 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 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 or the Commission.

30. 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.

31. SURRENDER. Nothing in this agreement shall prohibit the exercise by any working interest owner of the right to surrender vested in such party in any lease, sub-lease, or operating agreement as to all or any part of the lands covered thereby, provided that each party who will or might acquire such 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 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 the 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 non-existence of a unit operating agreement and in the event no unit operating agreement is in existence and a mutually acceptable agreement between the proper parties thereto cannot be consummated, the Supervisor and the Commission 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. The working interest owners shall render and pay for their account and the account of the royalty owners all valid taxes on or measured by the unitized substances in and under or that may be produced, gathered and sold from the land subject to this contract after the effective date of this agreement, or upon the proceeds or net proceeds derived therefrom. The working interest owners on each tract shall and may charge the proper proportion of said taxes to the royalty owners having interests in said tract, and may currently retain and deduct sufficient of the unitized substances or derivative products, or net proceeds thereof from the allocated share of each royalty owner to secure reimbursement for the taxes so paid. No such taxes shall be charged to the United States or the State of New Mexico or to any lessor who has a contract with his lessee which requires the lessee to pay such taxes.

UNIT OPERATOR

UNION OIL COMPANY OF CALIFORNIA

Date: _____

By: E. R. Ottwill ^{20ma}
Attorney-in-Fact _{R.F.J.}

Address: 619 West Texas
Union Oil Building
Midland, Texas

WORKING INTEREST OWNERS

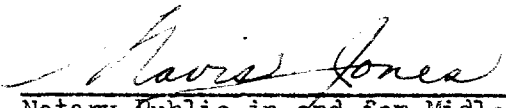
ATTEST:

By: _____
President

STATE OF TEXAS |
COUNTY OF MIDLAND |

On this 15th day of September, 1955, personally appeared before me E. R. ATWILL, Attorney-in-Fact for UNION OIL COMPANY OF CALIFORNIA, to me known to be the person who executed the foregoing instrument in behalf of UNION OIL COMPANY OF CALIFORNIA, a corporation, and acknowledged that he executed same as the free act and deed of said UNION OIL COMPANY OF CALIFORNIA.

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

 (Mavis Jones)
Notary Public in and for Midland County, Texas

My Commission Expires:

June 1, 1957