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AREA CODE 505
746-3508

9 July 1973

*Case 5030 +
5021*

Mr. A. L. Porter, Jr.
Secretary-Director
Oil Conservation Commission
P. O. Box 2088
Santa Fe, New Mexico 87501

Dear Mr. Porter:

Enclosed, please find applications in triplicate of Yates Drilling Company for approval of the Artesia Metex Unit Agreement and for a waterflood project in the Artesia Field, Eddy County, New Mexico.

Please set the cases for hearing before the next examiner hearing.

Very truly yours,

LOSEE & CARSON, P.A.

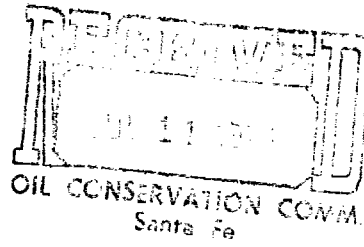

A. J. Losee

AJL:jw
Enclosures

cc: Mr. Peyton Yates w/enclosures

DOCKET MAILED

Date 7-13-73



BEFORE THE OIL CONSERVATION COMMISSION
OF THE STATE OF NEW MEXICO

Case 5030

IN THE MATTER OF THE APPLICATION OF
YATES DRILLING COMPANY FOR APPROVAL OF
THE ARTESIA METEX UNIT AGREEMENT, EDDY
COUNTY, NEW MEXICO.

APPLICATION

COMES YATES DRILLING COMPANY by its attorneys, LOSEE
& CARSON, P.A., and states:

1. Applicant proposes to operate and develop as
a unitized area, for the secondary recovery of oil from the
Grayburg formation, under and by virtue of the terms of the
Unit Agreement, a copy of which is filed herewith and by
reference made a part hereof, the following lands in Eddy
County, New Mexico:

Township 18 South, Range 27 East, N.M.P.M.

Section 24: S/2 NE/4, NW/4 NE/4, S/2
Section 25: N/2, SW/4, N/2 SE/4, SW/4 SE/4
Section 26: E/2 NE/4, E/2 SE/4, SW/4 SE/4
Section 35: N/2 NE/4
Section 36: N/2 NW/4

Township 18 South, Range 28 East, N.M.P.M.

Section 19: Lots 2, 3 and 4, E/2 SW/4,
W/2 SE/4, NE/4 SE/4
Section 30: Lots 1 and 2, E/2 NW/4, W/2 NE/4,
NE/4 SW/4

containing 2,016.93 acres, more or less.

2. The participating area established by the Unit
Agreement comprises 2,016.93 acres of State lands.

3. Applicant is proposed to be the Operator of
the unit area.

4. On June 12, 1973, the State of New Mexico approved the proposed Unit Agreement as to form.

5. Participation in production under the terms of the Unit Agreement will be based, 85% cumulative production to January 1, 1973, and 15% on surface acres.

6. When the Unit Agreement has been approved by the State of New Mexico, a sufficient number of working and royalty interest owners will have executed or ratified the agreement so that it will become effective.

7. The proposed plan for the development and operation of the Grayburg formation underlying the above described unit area will promote the prevention of waste and protect correlative rights within the unit area, and the method of allocating production within the unit area is fair to all of the working and royalty interest owners.

WHEREFORE, applicant prays:

A. That this matter be set for hearing before an examiner appointed by the Commission, and that due public notice be given as required by law.

B. That the Commission approve the Artesia Metex Unit Agreement for the development and operation of the unit area as a proper conservation measure.

DATED this July 9, 1973.

YATES DRILLING COMPANY

By: 

A. J. Losee for

LOSEE & CARSON, P.A.
P. O. Drawer 239
Artesia, New Mexico 88210

Attorneys for Applicant

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE
ARTESIA METEX UNIT AREA
COUNTY OF EDDY
STATE OF NEW MEXICO

Index

Unit Agreement Proper

Unit Area Exhibit "A"

Tract Ownership and
Participation Exhibit "B"

Dated - June 21, 1973

UNIT AGREEMENT
ARTESIA METEX UNIT AREA
Eddy County, New Mexico

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UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE
ARTESIA METEX UNIT AREA

No. _____

THIS AGREEMENT, entered into as of the 21st day of June 1973, 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 owner of working, royalty or other oil or gas interests in the Unit Area subject to this agreement; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Sec. 1, Ch. 88, Laws 1943, as amended by Sec. 1, Ch. 176, Laws of 1961) (Sec. 7-11-39 N.M.S.A., 1953 Comp.), to consent to and approve the development or operation of State lands under agreements made by lessees of State land jointly or severally with other lessees where such agreements provide for the unit operation or development of part of or all of any oil or gas pool, field or area; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Sec. 3, Ch. 88, Laws 1943 as amended by Sec. 1, Ch. 162, Laws 1951) (Sec. 7-11-41 N.M.S.A., 1953 Comp.), to amend with the approval of lessee, evidenced by the lessee's execution of such agreement or otherwise, any oil and gas lease embracing State lands so that the length of the term of said lease may coincide with the term of such agreements for the unit operation and development of part or all of any oil or gas pool, field or area; and

WHEREAS, the Oil Conservation Commission of the State of New Mexico (hereinafter referred to as the "Commission") is authorized by an Act of the Legislature (Sec. 12, Ch. 72, Laws 1935, as amended, Sec. 65-3-14 N.M.S.A., 1953 Comp.) to approve this agreement and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interest in the Artesia Metex Unit Area covering the land hereinafter described to give reasonably effective control of operations therein; and

WHEREAS, it is the purpose of the parties hereto to enable institution and consummation of secondary recovery operations, to conserve natural resources, prevent waste and secure other benefits obtainable through development and operation of the Unitized Formation 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 Unitized Formation in the below defined Unit Area, and agree severally among themselves as follows:

1. DEFINITIONS: For the purpose of this agreement, the following terms and expressions as used herein shall mean:

(a) "Commission" means the Oil Conservation Commission of the State of New Mexico.

(b) "Commissioner" means the Commissioner of Public Lands of the State of New Mexico.

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

(d) "Royalty Owner" means the owner of a Royalty Interest.

(e) "Tract" means each parcel of land described as such and given a Tract number in Exhibit "B".

(f) "Tract Participation" means the percentage of Unitized Substances allocated to a Tract under this agreement as shown in Exhibit "B".

(g) "Unit Area" means the land shown on Exhibit "A", and described by Tracts in Exhibit "B", containing 2,016.93 acres, more or less.

(h) "Unit Operating Agreement" means any agreement or agreements, whether one or more, entered into either separately or collectively by and between the Unit Operator and the Working Interest Owners, as provided in Section 8, ACCOUNTING PROVISIONS, and shall be styled "Unit Operating Agreement for the Development and Operation of the Artesia Metex Unit Area, County of Eddy, State of New Mexico."

(i) "Unit Participation" means the sum of the Tract Participation as shown by tracts for each Working Interest Owner in Exhibit "B".

(j) "Unitized Formation" means that inclusive subsurface portion throughout the Unit Area of the interval between the top of the Queen formation and the top of the San Andres formation as such formation tops occur between the depth interval measured from the kelly bushing, of 1376 feet and 2116 feet, respectively, in the Gulf Oil Corporation State "CI" Well No. 1 as shown on the Sonic Log of said well which is located in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 25, Township 18 South, Range 27 East, Eddy County, New Mexico.

(k) "Unitized Substances" means all oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid or liquefiable hydrocarbons within or produced from the Unitized Formation.

(l) "Working Interest" means an interest in Unitized Substances by virtue of a lease, operating agreement, fee title, carried interest or otherwise, which interest is chargeable with and obligated to pay or bear, either in cash or out of production or otherwise, all or a portion of the cost of drilling, developing, producing and operating the Unitized Formation. Any interest in Unitized Substances which is a Working Interest as of the date the owner thereof executes or ratifies this agreement shall thereafter be treated as a Working Interest for all purposes of this agreement.

(m) "Working Interest Owner" means a party hereto who owns a Working Interest.

(n) "Voting Interest." Each Working Interest Owner shall have a voting interest equal to its Unit Participation which is in effect at the time the vote is taken.

(o) "Unit Operator" means the Working Interest Owner designated by Working Interest Owners under the Unit Operating Agreement to develop and operate the Unitized Formation, acting as operator and not as a Working Interest Owner.

(p) "Unit Operations" means all operations conducted by Working Interest Owners or Unit Operator pursuant to the agreement and the Unit Operating Agreement for or on account of the development and operation of the Unitized Formation for the production of Unitized Substances.

(q) "Outside Substances" means all substances obtained from any source other than the Unitized Formation and which are injected into the Unitized Formation.

(r) "Oil and Gas Rights" means the right to explore, develop, and operate lands within the Unit Area for the production of Unitized Substances, or to share in the production so obtained or the proceeds therefrom.

(s) "Unit Equipment" means all personal property, lease and well equipment, plants, and other facilities and equipment taken over or otherwise acquired for the joint account for use in Unit Operations.

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

2. UNIT AREA AND EXHIBITS.

2.1 The following described land is hereby designated and recognized as constituting the Unit Area:

Township 18 South, Range 27 East, N.M.P.M.

Section 24: NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$

Section 25: N $\frac{1}{2}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 26: E $\frac{1}{2}$ E $\frac{1}{2}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 35: N $\frac{1}{2}$ NE $\frac{1}{4}$

Section 36: N $\frac{1}{2}$ NW $\frac{1}{4}$

Township 18 South, Range 28 East, N.M.P.M.

Section 19: Lots 2, 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 30: Lots 1, 2, E $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$

Containing 2016.93 acres, more or less,
Eddy County, New Mexico.

2.2 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 Operator the acreage, percentage and kind of ownership of oil and gas interests in all lands 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 on said map or schedule as owned by such party. Exhibits "A" and "B" shall be revised by the Unit Operator whenever changes in ownership in the Unit Area render such revisions necessary or when requested by the Commissioner. An exhibit shall be considered to be correct until revised as herein provided.

2.3 The shapes and descriptions of the respective Tracts have been established by using the best information available. If it subsequently appears that any Tract, because of diverse royalty or working interest ownership on the effective date hereof, should be divided into more than one Tract, or that any mechanical miscalculation has been made, Unit Operator, with the approval of Working Interest Owners and the Commissioner, may correct the mistake by revising the exhibits to conform to the facts. Each such revision of an exhibit shall be effective at 7:00 a.m. on the first day of the calendar month next following the filing for record of the revised exhibit or on such other date as may be determined by Working Interest Owners set forth in the revised exhibit.

3. EXPANSION OF UNIT AREA.

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

Unit Operator shall circulate a notice of the proposed expansion to each Working Interest Owner in the Unit and in the Tract proposed to be included in the Unit, setting out the basis for admission, the Unit Participation to be assigned to each Tract in the enlarged Unit and other pertinent data. After negotiation (at Working Interest Owners' meeting or otherwise) if Working Interest Owners having in the aggregate eighty percent (80%) Unit Participation have agreed to such Tract or Tracts being brought into the Unit, then Unit Operator shall, after preliminary concurrence by the Commissioner:

(a) Prepare a notice of proposed expansion describing the contemplated changes in the boundaries of the Unit Area, the reason therefor, the basis for admission of the additional Tract or Tracts, the Unit Participation to be assigned thereto and the effective date thereof; and

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

(c) File, upon the expiration of said thirty (30) day period as set out in (b) immediately above, with the Commissioner and Commission the following: (1) Evidence of mailing or delivering copies of such notice of expansion; (2) An application for such expansion; (3) An instrument containing the appropriate joinders in compliance with the participation requirements of Section 12 (Tracts Qualified for Participation); and (4) Copy of any objections received.

(d) There shall be no retroactive allocation or adjustment of unit expense or of interests in the Unitized Substances produced, or proceeds thereof prior to the effective date of expansion and qualification under Section 12; however, this limitation shall not prevent an adjustment of investment by reason of the enlargement.

3.2 After due consideration of all pertinent information and approval by the Commissioner and Commission, the expansion shall become effective as of the date prescribed in the notice thereof, preferably the first day of a month subsequent to the date of notice.

3.3 In any approved expansion of the Unit Area the revised Tract Participations of those Tracts which were committed prior to each such expansion shall remain in the same ratio one to another.

4. UNITIZED LANDS. The Unitized Substances and the surface rights incident to the ownership thereof, are unitized under the terms of this agreement. All lands committed to this agreement as to the Unitized Formation shall constitute land referred to herein as "Unitized Land" or "land subject to this agreement".

5. UNIT OPERATOR. Yates Drilling Company, a New Mexico corporation, whose address is 207 South 4th Street, Artesia, New Mexico, is hereby designated as Unit Operator and by signature hereto commits to this agreement all its vested interest in the Unitized Substances as set forth in Exhibit "B", and agrees and consents to accept the duties and obligations of Operator as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of interests in Unitized Substances; and the term "Working Interest Owner" when used herein shall include or refer to Unit Operator as the owner of a Working Interest when such an interest is owned by it.

6. RESIGNATION OR REMOVAL OF UNIT OPERATOR.

6.1 Unit Operator shall have the right to resign at any time, but such resignation shall not become effective 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 three (3) months after written notice of intention to resign has been given by Unit Operator to all Working Interest Owners and the Commissioner, and until all unit wells are placed in a condition satisfactory to the Commissioner for suspension, abandonment, or operations, whichever is intended by the Unit Manager, unless a new Unit Operator shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

6.2 The Unit Operator shall, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by Working Interest Owners having in the aggregate seventy-five percent (75%) or more Unit Participation, after excluding any Unit Participation of the Unit Operator. Such removal shall be effective upon notice thereof to the Commissioner.

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

6.4 The resignation or removal of the 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.

7. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall resign as Unit Operator or shall be removed as hereinabove provided, the Working Interest Owners shall, by a majority Voting Interest, select a successor Unit Operator; provided that, if a majority but less than seventy-five percent (75%) of the Voting Interest is owned by one party to this agreement, a concurring vote of sufficient additional parties, so as to constitute in the aggregate not less than seventy-five percent (75%) of the total Voting Interests, 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 Commissioner. If no successor Unit Operator is selected and qualified as herein provided, the Commissioner at his election may declare this Unit Agreement terminated.

8. ACCOUNTING PROVISIONS. The Unit Operator shall pay in the first instance all costs and expenses incurred in conducting unit operations hereunder, and such costs and expenses and the working interest benefits accruing hereunder shall be apportioned, among the owners of the unitized Working Interests in accordance with an Operating Agreement entered into by and between the Unit Operator and the owners of such interests, whether one or more, separately or collectively. No such 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 inconsistencies or conflict between this Unit Agreement and the Operating Agreement, this Unit Agreement shall prevail. One true copy of any Unit Operating Agreement shall be filed with the Commissioner.

9. 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.

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

It is recognized and agreed by the parties hereto that all of the land subject to this agreement is reasonably proved to be productive of Unitized Substances in paying quantities and that the object and purpose of this agreement is to formulate and to put into effect a secondary recovery project in order to effect additional recovery of Unitized Substances, prevent waste and conserve natural resources. The parties hereto agree that the Unit Operator may, subject to the consent and approval of a plan of operation by the Working Interest Owners, the Commissioner and the Commission, inject into the unitized formation, through any well or wells completed therein, brine, water, air, gas, liquefied petroleum gases and any one or more other substances or combination of substances whether produced from the Unit Area or not, and that the location of input wells, the rates of injection therein and the rate of production shall be governed by standards of good geologic and petroleum engineering practices and conservation methods. Subject to like approval the plan of operation may be revised as conditions may warrant.

11. TRACT PARTICIPATION.

11.1 In Exhibit "B" attached hereto, there are listed and numbered the various tracts within the Unit Area and set forth opposite each tract is a figure which represents the percentage of participation allocated to such tract calculated on one hundred percent tract commitment.

11.2 The Tract Participation of each tract was determined in accordance with the following formula:

Percentage Participation of each Tract
EQUALS

15% of $\frac{\text{Surface Acres in Tract}}{\text{Total Surface Acres in Unit Area}}$
PLUS

85% of $\frac{\text{Cumulative Oil Production from Tract to January 1, 1973}}{\text{Cumulative Oil Production from Unit Area to January 1, 1973}}$

12. TRACTS QUALIFIED FOR PARTICIPATION.

12.1 On and after the effective date hereof and until the enlargement or reduction thereof, the Unit Area shall be composed of the Tracts listed in Exhibit "B" that corner or have a common boundary (Tracts separated only by a public highway or a railroad right of way shall be considered to have a common boundary) and that otherwise qualify as follows:

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

(b) Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest have become parties to this agreement and as to which Royalty Owners owning less than seventy-five percent (75%) of the Royalty Interest have become parties to this agreement, and as to which (i) all Working Interest Owners in such Tract have joined in a request for the inclusion of such Tract in the Unit Area, as to which (ii) seventy-five percent (75%) of the combined voting interests of Working Interest Owners in all Tracts that meet the requirements of Section 12 (a) have voted in favor of the inclusion of such Tract.

(c) Each Tract as to which Working Interest Owners owning less than one hundred percent (100%) of the Working Interest having become parties to this agreement regardless of the percentage of Royalty Interest therein that is committed hereto; and as to which (i) the Working Interest Owner who operates the Tract and all of the other Working Interest Owners in such Tract who have become parties to this agreement have joined in a request for inclusion of such Tract in the Unit Area, and have tendered or executed and delivered an indemnity agreement indemnifying and agreeing to hold harmless the other Working Interest Owners in the Unit Area, their successors and assigns, against all claims and demands that may be made by the owners of Working Interests in such Tract who are not parties to this agreement and which arise out of the inclusion of the Tract in the Unit Area; and as to which (ii) seventy-five percent (75%) of the combined voting interest of Working Interest Owners in all Tracts that meet the requirements of Sections 12(a) and 12(b) have voted in favor of the inclusion of such Tract and to accept the indemnifying agreement. Upon the inclusion of such a Tract in the Unit Area, the Unit Participation that would have been attributed to the non-subscribing owners of the Working Interest in such Tract, had they become parties to this agreement and the Unit Operating Agreement, shall be attributed to the Working Interest Owners in Such Tract who have become parties to such agreements in proportion to their respective Working Interests in the Tract.

12.2 If any of the Tracts described in original Exhibit "B" fail to qualify for inclusion in the Unit Area, Unit Operator shall recompute, using the original basis of computation, the Tract Participation of each of the qualifying Tracts and shall revise Exhibits "A" and "B" accordingly. The revised exhibits shall be effective as of the effective date hereof and upon approval by the Commissioner.

13. ALLOCATION OF UNITIZED SUBSTANCES.

13.1 All Unitized Substances produced and saved from the Unit Area (except any part of such Unitized Substances used in conformity with good operating practices on Unitized Land for drilling, operating, camp and other production or development purposes and for pressure maintenance or unavoidable loss) shall be apportioned among and allocated to the committed tracts within the Unit Area in accordance with the respective tract participation, as set forth in the schedule of participation in Exhibit "B" or any revision thereof. The amount of Unitized Substances so allocated to each tract, and only that amount (regardless of whether

it be more or less than the amount of the actual production of Unitized Substances from the well or wells, if any, on such tract), shall for all intents and purposes be deemed to have been produced from such tract.

13.2 The Unitized Substances allocated to each tract shall be distributed among, or accounted for to, the parties executing, consenting to or ratifying this agreement entitled to share in the production from such tract in the same manner, in the same proportions and upon the same conditions as they would have participated and shared in the production from such tract, or the proceeds thereof, had this agreement not been entered into and with the same legal force and effect.

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

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

13.5 The Unitized Substances allocated to each tract shall be delivered in kind to the Working Interest Owners and other parties entitled thereto by virtue of the ownership of the oil and gas leasehold rights therein or by purchase from such owners. Each Working Interest Owner and other parties entitled thereto shall, at its own expense, take in kind or separately dispose of its proportionate part of all of the Unitized Substances produced and saved from the Unitized land. Delivery of such Unitized Substances shall be made by the Unit Operator at a common point within the Unit Area. In the event any party hereto shall fail or refuse to take in kind or otherwise separately dispose of its proportionate part of said production, as and when produced, Unit Operator shall have the authority, revocable at will by such Working Interest Owner, to sell or otherwise dispose of all or part of such production to others, or to purchase same for its own account, at a price not less than the prevailing market price in the area for like products. The account of such party shall be charged therewith as having received such production and the net proceeds, if any, from the sale or other disposition of Unitized Substances by Unit Operator shall be paid to the party entitled thereto. All such sales or purchases by Unit Operator shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry, under the circumstances, but in no event shall any such sale be for a period in excess of one (1) year. Notwithstanding the foregoing, the Unit Operator shall not make a sale into interstate commerce of any Working Interest Owner's share of gas production without first giving such Working Interest Owner sixty (60) days notice of such intended sale.

13.6 Any party receiving in kind or separately disposing of all or any part of the Unitized Substances allocated to any tract, shall be responsible for the payment of all royalty on the lease or leases and tracts contributed by it and received into the Unit, and each such party shall indemnify and hold each other party hereto harmless against any liability for all Royalty, Overriding Royalty, Production Payments, and all other payments chargeable against, or

payable out of such Unitized Substances, or the proceeds therefrom.

13.7 If there are any tracts or tract within the Unit Area not committed hereto as of the effective date hereof but which are subsequently committed hereto, as provided in Section 3 (Expansion of Unit Area) or under the provisions of Section 26 (Subsequent Joinder), or if any tract is excluded from the Unit Area as provided for in Section 25 (Loss of Title), the schedule of participation as shown in Exhibit "B" shall be revised by the Unit Operator and distributed to the Working Interest Owners and the Commissioner to show the new percentage participation of all the then effectively committed tracts; and the revised Exhibit "B", upon approval by the Commissioner shall govern all the allocation of production from and after the effective date thereof until a new revised Exhibit "B" is filed and approved as hereinabove provided.

14. OIL IN LEASE TANKAGE ON EFFECTIVE DATE. Unit Operator shall make a proper and timely gauge of all lease and other tanks on Unitized Land in order to ascertain the amount of merchantable oil or other liquid hydrocarbons above the pipeline connection in such tanks as of 7:00 a.m. on the effective date hereof. Any of such production which has been produced legally as part of the prior allowable of the well or wells from which produced shall be and remain the property of Working Interest Owner entitled thereto the same as if the Unit had not been formed; and such Working Interest Owner shall promptly remove said oil from Unitized Land. Any such oil not promptly removed shall be sold by Unit Operator for the account of such Working Interest Owner who shall pay all royalty, overriding royalties, production payments, and all other payments under the terms and provisions of the applicable lease or leases and other contracts. All such oil as is in excess of the prior allowable of the well or wells from which the same was produced shall be regarded and treated the same as Unitized Substances produced after the effective date hereof. If, as of the effective date hereof, any Tract is overproduced with respect to the allowable of the well or wells on that Tract and the amount of such overproduction has been sold or otherwise disposed of, such overproduction shall be regarded and included as a part of the Unitized Substances produced after the effective date hereof and the amount thereof shall be charged to such tract as having been delivered to the parties entitled to Unitized Substances allocated to such Tract.

15. PAYMENT OF RENTALS, ROYALTIES AND OVERRIDING ROYALTIES. All rentals due the State of New Mexico shall be paid by the respective lease owners in accordance with the terms of their leases.

All royalties due the State of New Mexico under the terms of the leases committed to this agreement shall be computed and paid on the basis of all Unitized Substances allocated to the respective tracts by the formula established by Section 11 hereof; provided, however, the State shall be entitled to take in kind its share of the Unitized Substances allocated to the respective leases, and in such case the Unit Operator shall make deliveries of such royalty oil in accordance with the terms of the respective leases.

If the Unit Operator introduces gas obtained from sources other than the Unitized Substances into the Unitized Formation for the purpose of repressuring, stimulating or increasing the ultimate recovery of Unitized Substances therefrom, a like amount of gas, if available, with due allowance for loss or depletion from any cause may be withdrawn from the Unitized Formation royalty free as to dry gas but not as to the products extracted therefrom; provided, that such withdrawal shall

be at such time as may be provided in a plan of operation consented to by the Commissioner and approved by 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.

If any lease committed hereto is burdened with an overriding royalty, payment out of production or other charge in addition to the usual royalty, the Owner of each such lease shall bear and assume the same out of the Unitized Substances allocated to the lands embraced in each such lease as provided herein.

Each Royalty Owner who ratifies this agreement represents and warrants that he is the owner of the interest in a tract or tracts within the Unit Area as his interest appears in Exhibit "B" attached hereto. If any such interest in a tract or tracts should be lost by title failure or otherwise in whole or in part during the term of this agreement then the Royalty Interest of the party representing himself to be the owner thereof shall be reduced proportionately and the interest of all parties shall be adjusted accordingly.

16. LEASES AND CONTRACTS CONFORMED AND EXTENDED INSOFAR AS THEY APPLY TO LANDS WITHIN THE UNITIZED AREA. The terms, conditions and provisions of all leases, subleases, operating agreements and other contracts relating to the exploration, drilling, development or operation for oil or gas of the lands committed to this agreement, shall as of the effective date hereof, be and the same are hereby expressly modified and amended insofar as they apply to lands within the Unit Area to the extent necessary to make the same conform to the provisions hereof and so that the respective terms of said leases and agreements will be extended insofar as necessary to coincide with the terms of this agreement and the approval of this agreement by the Commissioner and the respective lessees shall be effective to conform the provisions and extend the terms of each such lease as to lands within the Unit Area to the provisions and terms of this agreement; but otherwise to remain in full force and effect. Each lease, sublease or contract relating to the development and operation for oil and gas of the lands within the Unit Area, shall continue in force beyond the term provided therein as long as this agreement remains in effect. Termination of this agreement shall not affect any lease which pursuant to the terms thereof or any applicable laws would continue in full force and effect thereafter. Drilling, producing or secondary recovery operations performed hereunder upon any tract of the Unitized Lands shall be accepted and deemed to be performed on each of the tracts committed to this agreement and operations or production pursuant to this agreement shall be deemed to be operations upon and production from each tract committed hereto. The development and operation of the Unitized Lands 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 within the Unit Area, regardless of whether there is any development of any part of tract of the Unit Area.

The leases embracing land of the State of New Mexico having only a portion of the land committed hereto, shall be segregated as to that portion committed and that portion not committed, and the terms of such leases shall apply separately 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 land committed hereto shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease (whether within or without the Unit Area), (1) if, and for so long as oil or gas are capable of being produced in paying quantities from some part of the lands embraced in such lease committed to this agreement; or (2) if, and for so long as some part of the lands embraced in such lease committed to this agreement

are allocated Unitized Substances; or (3) if, at the expiration of the secondary term the lessee or the Unit Operator is then engaged in bona fide drilling or reworking operations on some part of the lands embraced therein and for so long as such operations are being diligently prosecuted, and if they result in the production of oil or gas said lease shall continue in full force and effect as to all the lands embraced therein so long thereafter as oil or gas in paying quantities is being produced from any portion of said lands.

17. 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 laws or regulations.

18. DRAINAGE. In the event a well or wells producing oil or gas in paying quantities should be brought in on land adjacent to the Unit Area draining Unitized Substances from the lands embraced therein, Unit Operator shall drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances.

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 an 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, royalty or other interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after the Unit Operator is furnished with the original, photostatic or certified copy of the instrument of transfer.

20. EFFECTIVE DATE AND TERM.

20.1 This agreement shall become effective at 7:00 a.m. on the first day of the month following approval by the Commissioner and shall remain in effect so long as Unitized Substances are capable of being produced in quantities sufficient to pay the costs of operation and should production cease, so long thereafter as diligent drilling, reworking or other operations (including secondary recovery operations) are in progress on the Unitized Land and so long thereafter as Unitized Substances so established or restored can be produced as aforesaid. This agreement may also be terminated at any time by not less than seventy-five percent (75%) of the total participating working interests signatory hereto with the approval of the Commissioner.

20.2 If this agreement is not effective on or before July 1, 1974, this agreement shall ipso facto terminate on that date (hereinafter called "termination date") and thereafter be of no further effect, unless prior thereto Working Interest Owners owning a combined Unit Participation of at least seventy-five percent (75%) have become parties to this agreement and Working Interest Owners owning sixty-five percent (65%) or more of that percent have decided to extend the termination date for a period not to exceed six (6) months. If the termination date is so extended and the requirements of Section 20.1 are not accomplished on or before the extended termination date, this agreement shall ipso facto terminate on the extended termination date and thereafter be of no further effect. For the purpose of this section, Unit Participation shall be as calculated on the basis of Tract Participations shown on the original Exhibit "B".

21. RATE OF PRODUCTION. All production and the disposal thereof shall be in conformity with allocations, allotments and quotas made or fixed by the Commission and in conformity with all applicable laws and lawful regulations.

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

23. 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 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.

24. UNAVOIDABLE DELAY. All obligations under this agreement requiring the Unit Operator to commence or continue secondary recovery operations or to operate on or produce Unitized Substances from any of the lands covered by this agreement shall be suspended while, but only so long as, the Unit Operator despite the exercise of due care and diligence, is prevented from complying with such obligations, in whole or in part, by strikes, war, 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.

25. LOSS OF TITLE. In the event title to any tract of Unitized Land or substantial interest therein shall fail and the true owner cannot be induced to join the Unit Agreement so that such tract is not committed to this agreement or the operation thereof hereunder becomes impracticable as a result thereof, such tract may be eliminated from the Unitized Area, and the interest of the parties readjusted as a result of such tract being eliminated from the Unitized Area. In the event of a dispute as to the title to any royalty, working or other interest subject hereto, the Unit Operator may withhold payment or delivery of the allocated portion of the Unitized Substances involved on account thereof without liability for interest until the dispute is finally settled, provided that no payments of funds due the State of New Mexico shall be withheld. Unit Operator as such is relieved from any responsibility for any defect or failure of any title hereunder.

26. EASEMENTS OR USE OF SURFACE. The parties hereto, to the extent of their rights and interest, hereby grant to Working Interest Owners the right to use as much of the surface of the land within the Unit Area as may reasonably be necessary for Unit Operations, including the free use of water from the Unit Area for Unit Operations, except water from any well, lake, pond or irrigation ditch of Royalty Owners, provided that nothing herein shall be construed as leasing or otherwise conveying to Working Interest Owners a site for a water, gas injection, processing or other plant or camp site.

27. NO WAIVER OF CERTAIN RIGHTS. Nothing in this agreement contained shall be construed as a waiver of 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 of New Mexico or of the United States or the rules or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive.

28. SUBSEQUENT JOINDER. Joinder of any overriding royalty or other similar nonoperating Interest Owner, at any time, must be accompanied by joinder and consent of the corresponding Working Interest Owner in order for such overriding royalty or other similar nonoperating interest to be regarded as effectively committed hereto. Joinder of any Working Interest Owner, at any time, must be accompanied by his appropriate joinder to the Operating Agreement in order for such interest to be regarded as effectively committed hereto. A subsequent joinder shall be effective as of the first day of the month following the approval by the Commissioner and the filing with the Commission of duly executed counterparts of the instrument or instruments committing the interest of such owner to this agreement.

29. NO PARTNERSHIP. The duties, obligations and liabilities of the parties hereto are intended to be several and not joint or collective. This agreement is not intended to create, and shall not be construed to create, an association or trust, or to impose a partnership duty, obligation or liability with regard to any one or more of the parties hereto. Each party hereto shall be individually responsible for its own obligations as herein provided.

30. COUNTERPARTS. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties and may be ratified or consented to by a 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 Unit Area.

IN WITNESS WHEREOF, the undersigned parties hereto have caused this agreement to be executed as of the respective dates set forth opposite their signatures.

ATTEST:

YATES DRILLING COMPANY

By Rayon Yates
Vice- President

207 S. 4th Street
Artesia, New Mexico 88210

UNIT OPERATOR

STATE OF NEW MEXICO)
 : ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 21st
day of June, 1973, by Peyton Yates, Vice-
President of YATES DRILLING COMPANY, a New Mexico corporation.

My Commission expires:

11-30-75

Edward L. Lichnerman
Notary Public

ARTESIA METEX UNIT, EDDY COUNTY, NEW MEXICO
Schedule of Tract Numbers, Ownership and Participation

Dated - 6/1/73

TRACT NO.	DESCRIPTION	ACRES	LEASE NO. & EXPIRATION DATE	LESSEE OF RECORD	OVERRIDE OR PRODUCTION PAYMENT & PERCENTAGE	WORKING INTEREST OWNER - PERCENT	PARTICIPATION FACTOR
ALL STATE LAND: 12½% ROYALTY							
1.	T-18-S, R-27-E Sec. 24: NW¼NE¼, S½NE¼ Sec. 25: SE½NE¼, S½NW¼, NW¼NW¼, SW¼ W½SE¼, NE¼SE¼	560.00	648-131 HBP	Depco, Inc.	Atlantic Rich. Yates Brothers	3.1250%(OP) 4.253472%	Depco, Inc. Husky Oil Yates Pet. Corp. 32.986110% 32.986110% 34.027780%
2.	T-18-S, R-27-E Sec. 24: W½SW¼	80.00	648-131 HBP	Depco, Inc.	Depco, Inc. Husky Oil Co. Yates Brothers	5.12153% 5.12153% 2.25694%	Yates Drilg. Co. 100%
3.	T-18-S, R-27-E Sec. 24: NE¼SW¼	40.00	B-10568-2 HBP	Frank H. Hanley	None	-	Harold Kersey 100%
4.	T-18-S, R-27-E Sec. 24: SE¼SW¼	40.00	648-132 HBP	V. S. Welch	None	-	Yates Drilg. Co. 100%
5.	T-18-S, R-27-E Sec. 24: NW¼SE¼	40.00	B-9603-17 HBP	Yates Drilling Co.	None	-	Yates Drilg. Co. Vilas P. Sheldon 75.00% 25.00%
6.	T-18-S, R-27-E Sec. 24: S½SE¼	80.00	B-10453-7 HBP	Vilas P. Sheldon	Estate of Lillian V. Browne	3.125%	Yates Drilg. Co. Vilas P. Sheldon 75.00% 25.00%
7.	T-18-S, R-27-E Sec. 24: NE¼SE¼	40.00	I-3757-1 HBP	Yates Drilling Co.	None	-	Yates Drilg. Co. 100%
8.	T-18-S, R-28-E Sec. 19: Lot 2(SW¼NW¼)	43.48	B-7966-13 HBP	R.D. Collier & C.A. Denton	Jimmy E. Collier	10.9375%	Harold Kersey Walter Granberry Leland Wittkopp 33.334% 33.333% 33.333%
9.	T-18-S, R-28-E Sec 19: Lots 3,4(W½SW¼), SE¼SW¼	126.81	B-11595 HBP	Gulf Oil Corp.	None	-	Yates Drilg. Co. 100%
10.	T-18-S, R-28-E Sec 19: NE¼SW¼	40.00	B-11595 HBP	Gulf Oil Corp.	Gulf Oil Corp.	8.203125%	Yates Drilg. Co. 100%
11.	T-18-S, R-28-E Sec. 19: W½SE¼	80.00	B-11339-9 HBP	Cities Service Oil Co.	Tern Oil Co.	76.1250%	Cities Serv. 100%
12.	T-18-S, R-28-E Sec. 19: NE¼SE¼	40.00	E-828 HBP	Gulf Oil Corp.	Gulf Oil Corp.	5.46875%	Yates Drilg. Co. 100%
13.	T-18-S, R-27-E Sec. 26: E½NE¼	80.00	B-11083-19 HBP	Depco, Inc. & Husky Oil Co.	ClarenceL North, Jr. Western Oil Fields	12.500% 5.000%	Depco, Inc. Husky Oil Co. 50.00% 50.00%
14.	T-18-S, R-27-E Sec. 26: SW¼SE¼	40.00	E-2123 HBP	Gulf Oil Corp.	Gulf Oil Corp.	12.500%	Yates Drilg. Co. 100%

Dated - 6/1/73

TRACT NO.	DESCRIPTION	ACRES	LEASE NO. & EXPIRATION DATE	LESSEE OF RECORD	OVERRIDE OR PRODUCTION PAYMENT & PERCENTAGE	WORKING INTEREST OWNER - PERCENT	PARTICIPATION FACTOR
ALL STATE LAND: 12 1/2% ROYALTY							
15.	T-18-S, R-27-E Sec. 26: E 1/2 SE 1/4	80.00	B-11083-6 HBP	Mary E. Yates	Yates Brothers 12.500%	Yates Drilg. Co. John A. Yates 87.50% 12.50%	.021974 .003139
16.	T-18-S, R-27-E Sec. 35: N 1/2 NE 1/4	80.00	E-5071-5 HBP	Depco, Inc. & Husky Oil Co.	W.N. & D. Price 2.500000% Bertie N. Price 2.500000% G. Kelly Stout 2.500000% Yates Brothers 1.41421%	Depco, Inc. Husky Oil Co. Yates Pet. Corp. Yates Drilg. Co. Vilas P. Sheldon 37.96065% 37.96065% 19.912035% 3.125000% 1.041665%	.009580 .005580 .005025 .000769 .000263
17.	T-18-S, R-27-E Sec. 25: N 1/2 NE 1/4, NE 1/4 NW 1/4	120.00	648-131 HBP	Depco, Inc.	Depco, Inc. Husky Oil Co. Hondo Oil & Gas Yates Brothers 3.05989% 3.05989% 3.12500% 2.25694%	Yates Drilg. Co. Yates Pet. Corp. 18.0555%	.076345 .016622
18.	T-18-S, R-27-E Sec. 25: SW 1/4 NE 1/4	40.00	E-2123 HBP	Gulf Oil Corp.	None	Yates Drilg. Co. 100%	.055455
19.	T-18-S, R-27-E Sec. 36: N 1/2 NW 1/4	80.00	B-10371 HBP	B. M. Hester	Atlantic Rich. Yates Brothers 1.56250% 2.12676%	Depco, Inc. Husky Oil Co. Yates Pet. Corp. Mary H. Hester Adm. of Estate of B.M. Hester 16.493055% 16.493055% 17.013690% 50.000000%	.003000 .003000 .003095 .009094
20.	T-18-S, R-28-E Sec. 30: Lot 1 (NW 1/4 NW 1/4), E 1/2 NW 1/4, NE 1/4 SW 1/4	163.34	647-368 HBP	Depco, Inc.	Atlantic Rich. Yates Brothers 3.1250%(OP) 4.253472%	Depco, Inc. Husky Oil Co. Yates Pet. Corp. 32.986110% 32.986110% 34.027780%	.025611 .025611 .026418
21.	T-18-S, R-28-E Sec. 30: W 1/2 NE 1/4	80.00	647-339 HBP	Leonard Nichols	Yates Brothers 1.1284725%	Yates Drilg. Co. Yates Pet. Corp. 90.97222% 9.02778%	.067764 .006727
22.	T-18-S, R-28-E Sec. 30: Lot 2 (SW 1/4 NW 1/4)	43.30	647-368 HBP	Depco, Inc.	Depco, Inc. Hondo Oil & Gas Husky Oil Co. Yates Brothers 3.059910% 3.125000% 3.059910% 3.255190%	Harold Kersey 40.000% Ralph E. Linck, Jr. 25.000% Frank Hanley 10.000% Leonard Vandiver 5.000% Lucille Gilbert 5.000% Thelma Kathvin 5.000% Margaret Holcomb 5.000% Betty Jane Peltoia 1.875% Sandra Kinney 1.875% Margaret McIntyre 1.250%	.007366 .004604 .001842 .000921 .000921 .000921 .000921 .000345 .000345 .000230

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