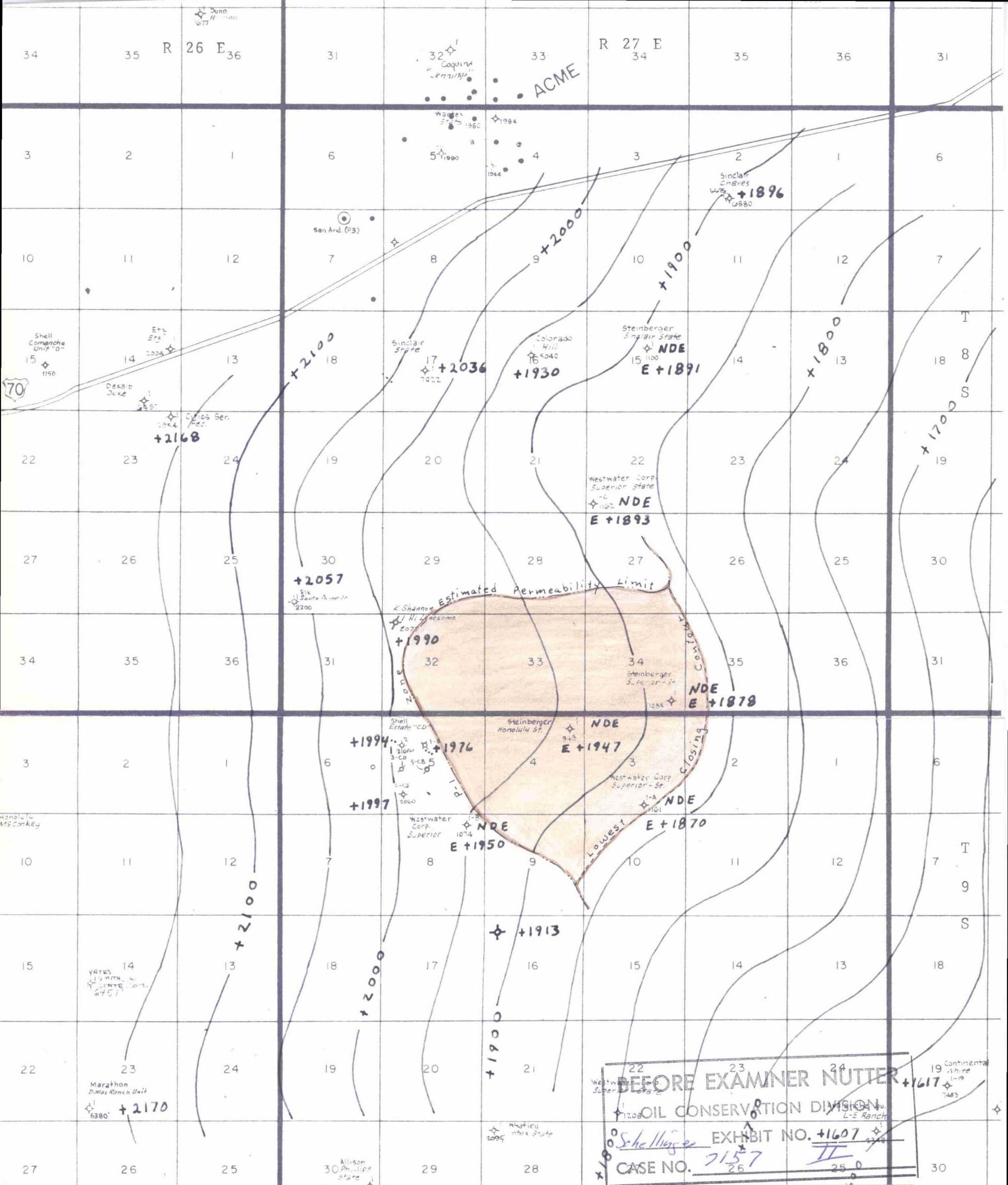


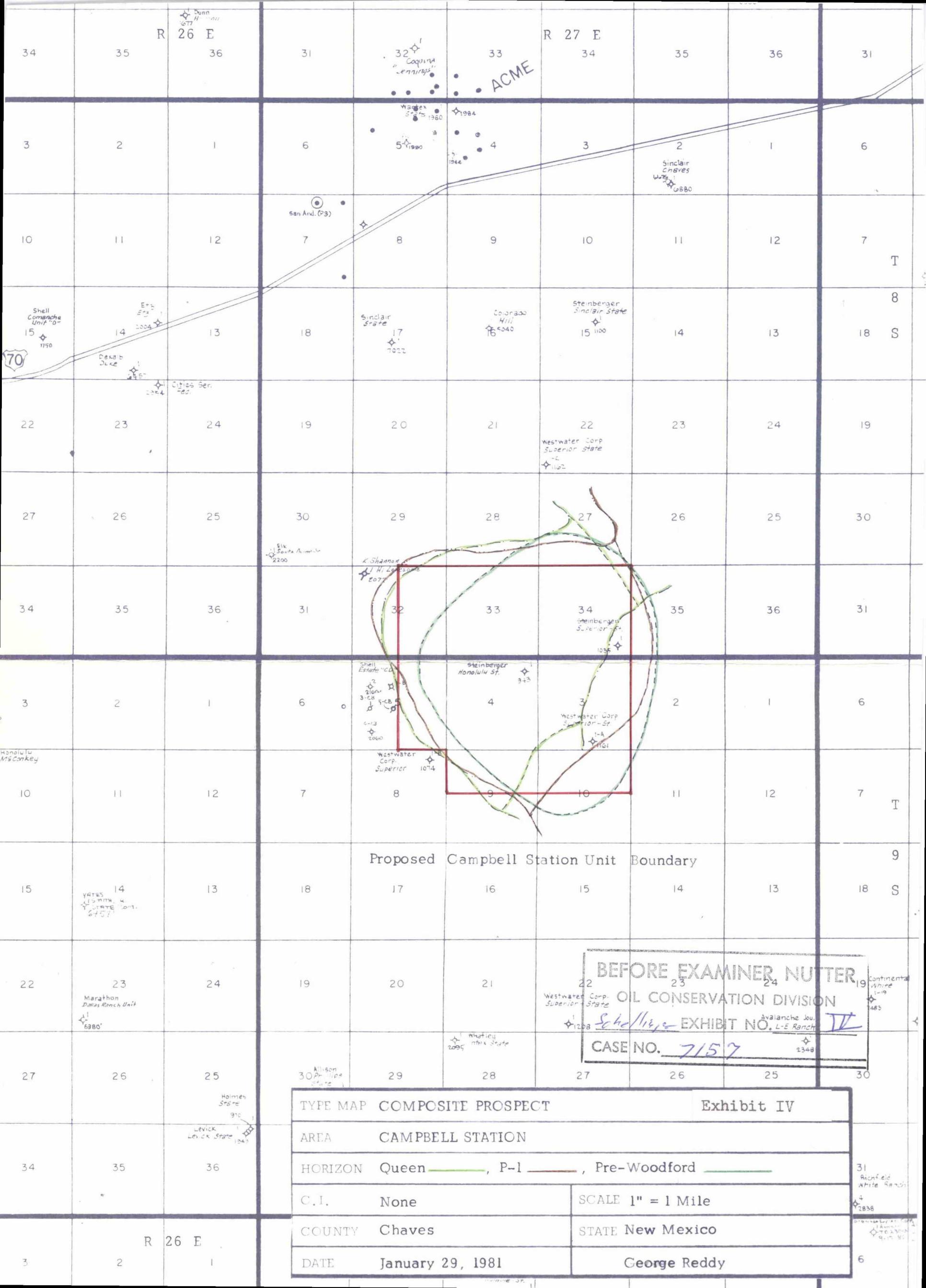
BEFORE EXAMINER NUTTER
 OIL CONSERVATION DIVISION
Schellhager EXHIBIT NO. I
 CASE NO. 7157

TYPE MAP	STRUCTURE	Exhibit I
AREA	CAMPBELL STATION	
HORIZON	Top of Queen Formation	
C.I.	25°	SCALE 1" = 1 Mile
COUNTY	Chaves	STATE New Mexico
DATE	January 29, 1981	George Reddy



BEFORE EXAMINER NUTTER
 OIL CONSERVATION DIVISION
 EXHIBIT NO. +1607
 CASE NO. 7157
 SHELL/NGAGE

TYPE MAP	STRUCTURE	Exhibit II	
AREA	CAMPBELL STATION		
HORIZON	Top of San Andres P-1 Zone		
C.I.	50'	SCALE	1" = 1 Mile
COUNTY	Chaves	STATE	New Mexico
DATE	January 29, 1981	George Reddy	



Proposed Campbell Station Unit Boundary

BEFORE EXAMINER NUTTER
 OIL CONSERVATION DIVISION
 EXHIBIT NO. Schellings
 CASE NO. 7157

TYPE MAP COMPOSITE PROSPECT		Exhibit IV
AREA CAMPBELL STATION		
HORIZON Queen ———, P-1 ———, Pre-Woodford ———		
C.I.	None	SCALE 1" = 1 Mile
COUNTY	Chaves	STATE New Mexico
DATE	January 29, 1981	George Reddy

George R. Reddy

Consulting Geologist

Bus. (505) 623-6233

Res. (505) 623-3767

200 West First Street
Roswell, New Mexico 88201

Geological Report
Proposed Campbell Station Unit

Location:

Township 8 South, Range 27 East

East 1/2 Sec. 32, All Secs. 33 and 34

Township 9 South, Range 27 East

East 1/2 Sec. 5, All Secs. 3 and 4,
North 1/2 Sec. 9, North 1/2 Sec. 10

Chaves County, New Mexico

Prospective Formations:

Primary: San Andres, Abo, pre-Woodford

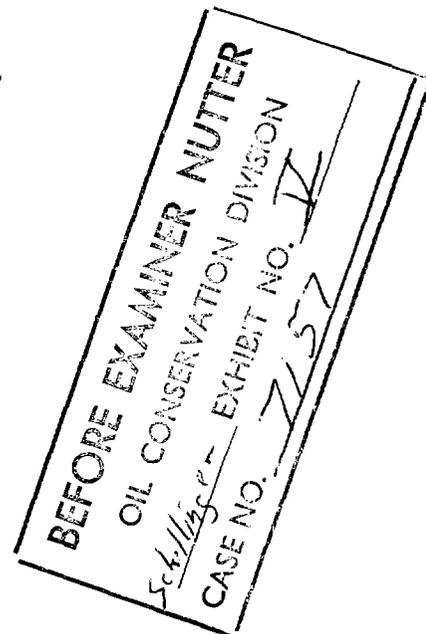
Secondary: Queen, Pennsylvanian, Granite Wash

Introduction:

The Campbell Station Unit is proposed for the purpose of evaluating the hydrocarbon potential of Permian, Pennsylvanian and pre-Woodford Paleozoic rocks in portions of Townships 8 and 9 South, Range 27 East, Chaves County, New Mexico. The unit has been proposed on the basis of subsurface mapping of several prospective formations.

General Geologic Discussion:

The proposed unit lies approximately five miles south of Railroad Mountain in northeastern Chaves County. With respect to Permian tectonic elements it is located on the northwest



shelf of the Permian Basin. It also lies on the northwest margin of the Siluro-Devonian- age Tabosa Basin.

Most of the well control in and near the unit is shallow, having tested the Queen sand at about 900 feet or, in some wells, the San Andres Slaughter zone to about 2100 feet. The structure indicated by subsurface mapping of these zones, as well as projections to deeper horizons below the local well control, provides much of the basis for this prospect. In addition to favorable structural conditions possibilities of stratigraphic entrapment of gas in Abo sandstones and Pennsylvanian carbonates are believed to exist within the unit area.

Exhibits I, II, and III are structure maps of the Queen sand, San Andres P-1, and pre-Woodford Paleozoic rocks respectively.

Within the unit the Queen structure is an east-plunging nose with possible anticlinal closure present in parts of the east 1/2 of Section 32 and the west 1/2 of Section 33, Township 8 South, Range 27 East (Exhibit I). The San Andres P-1 structure is also an east-plunging nose, its axis crossing near the central part of the unit (Exhibit II). It is likely that these structural anomalies in combination with up-dip permeability barriers have provided favorable hydrocarbon-trapping conditions within the unit area.

The structures of the Queen sand horizon and the San Andres P-1 zone may reflect deeper structure in much the same manner that shallow noses and structural terraces elsewhere on the northwest shelf have been proven to express anticlinal closure of deeper rocks. It is on this premise that a structural closure on the pre-Woodford rocks is postulated within the unit area (Exhibit III).

Exhibit IV is a composite map showing what are believed to be the trapping limits of three of the various prospective formations and the relationship of these to the proposed unit boundary.

Based upon the evidence presented herein we propose to drill a well within the proposed unit that will test the hydrocarbon potential of all the Paleozoic rocks to Precambrian basement.

From estimated surface elevation of 3858 feet above mean sea level the depth to expected formation tops are as follows:

Formation	Estimated Depth
Quaternary	
Pediment Gravels	surface
Triassic	
Santa Rosa formation	10'
Permian	
Yates	250'
Queen x	850'
Penrose	945'
San Andres	1355'
Pi marker	1805'
P-1 Zone *	1930'
Glorieta	2560'
Tubb	3975'
Abo *	4700'
Wolfcamp	5430'
Pennsylvanian x	6060'
Mississippian	6390'
Pre-Mississippian	
Pre-Woodford	
Siluro-Ordovician *	6705'
Precambrian	7000'

* Primary objectives

x Secondary objectives

Enclosures:

- Exhibit I Structure Map - Top of Queen
- Exhibit II Structure Map - Top of San Andres P-1
- Exhibit III Structure Map - Top of pre-Woodford Paleozoics
- Exhibit IV Composite Prospect Map

George R. Reddy

George R. Reddy
Consulting Geologist

R-27-E

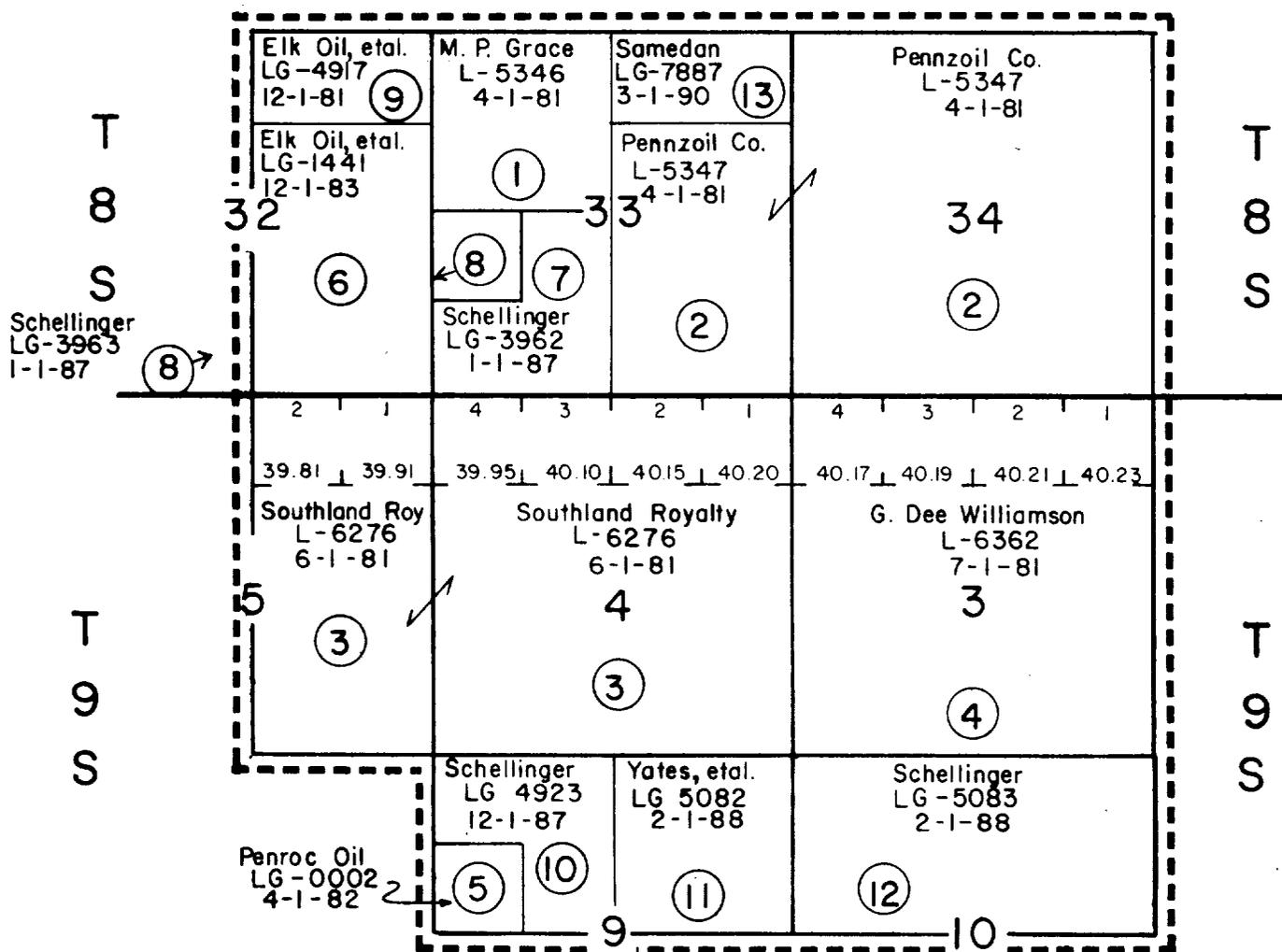


EXHIBIT "A"

Campbell Station Unit Area
 Chaves County, New Mexico

- UNIT OUTLINE
- TRACT NUMBER
- STATE OF NEW MEXICO LANDS
 3,840.98 ACRES - 100% UNIT AREA

EXHIBIT "B"
 Schedule Showing all Lands and Leases
 Within the Campbell Station Unit Area
 Chaves County, New Mexico

TRACT NO.	DESCRIPTION OF LAND	ACRES	LEASE NO. AND EXP. DATE	BASIC ROYALTY & PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
<u>ALL LANDS - State of New Mexico</u>							
1.	T-8-S, R-27-E, NMPM Sec. 33: NW $\frac{1}{4}$	160.00	L-5346 4-1-81	State 12.5	M. P. Grace All	None	M. P. Grace All
2.	T-8-S, R-27-E, NMPM Sec. 33: S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ Sec. 34: All	880.00	L-5347 4-1-81	State 12.5	Pennzoil Co. All	None	Pennzoil Co. All
3.	T-9-S, R-27-E, NMPM Sec. 4: Lots 1, 2, 3, 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ (All) Sec. 5: Lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$	960.18	L-6276 6-1-81	State 12.5	Southland Royalty Company All	None	Southland Roy. Co. All
4.	T-9-S, R-27-E, NMPM Sec. 3: Lots 1, 2, 3, 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ (All)	640.80	L-6362 7-1-81	State 12.5	G. Dee Williamson All	None	David J. Sorenson G. Dee Williamson Lanita C. Williamson Glenn G. Stiff Charles D. Olmsted 50.00 30.00 13.34 3.33 3.33
5.	T-9-S, R-27-E, NMPM Sec. 9: SW $\frac{1}{4}$ NW $\frac{1}{4}$	40.00	LG-0002 4-1-82	State 12-5	Penroc Oil Corp. All	John B. Castle Dorwan Company 2.0 2.0	Penroc Oil Corp. All
6.	T-8-S, R-27-E, NMPM Sec. 32: S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$	240.00	LG-1441 12-1-83	State 12.5	Elk Oil Company Verde Vista Energy 50.00 50.00	None	Elk Oil Co. Verde Vista Energy 50.00 50.00

7.	<u>T-8-S, R-27-E, NMPM</u> <u>Sec. 33: S¹SW¹, NE¹SW¹</u>	120.00	LG-3962 1-1-87	State 12.5	Carl A. Schellinger All	None	Daniel W. Varel Carl A. Schellinger George L. Scott, Jr. George R. Reddy R. Paul Creson	60.0 10.0 10.0 10.0 10.0
8.	<u>T-8-S, R-27-E, NMPM</u> <u>Sec. 33: NW¹SW¹</u>	40.00	LG-3963 1-1-87	State 12.5	Carl A. Schellinger All	None	Same as Tract #7 above	
9.	<u>T-8-S, R-27-E, NMPM</u> <u>Sec. 32: N¹NE¹</u>	80.00	LG-4917 12-1-87	State 12.5	Elk Oil Company Verde Vista Energy 50.0	None	Elk Oil Co. Verde Vista Ener.	50.0 50.0
10.	<u>T-9-S, R-27-E, NMPM</u> <u>Sec. 9: N¹NW¹, SE¹NW¹</u>	120.00	LG-4923 12-1-87	State 12.5	Carl A. Schellinger All	None	Same as Tract #7 above	
11.	<u>T-9-S, R-27-E, NMPM</u> <u>Sec. 9: NE¹</u>	160.00	LG-5082 2-1-88	State 12.5	Yates Pet. Corp. All	None	Yates Pet Corp. Yates Drl. Co. MYCO Industries ABO Pet. Co.	25.0 25.0 25.0 25.0
12.	<u>T-9-S, R-27-E, NMPM</u> <u>Sec. 10: N¹</u>	320.00	LG-5083 2-1-88	State 12.5	Carl A. Schellinger All	None	Same as Tract #7 above	
13.	<u>T-8-S, R-27-E, NMPM</u> <u>Sec. 33: N¹NE¹</u>	80.00	LG-7887 3-1-90	State 12.5	Samedan Oil Co. All	None	Samedan Oil Co.	All

TOTAL - - - 3,840.98 Acres, State of New Mexico Lands, 100% of Unit Area

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

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

1. UNIT AREA: The following described land is hereby designated and recognized as constituting the unit area:

T-8-S, R-27-E, NMPM
Sec. 32; E $\frac{1}{2}$
Secs. 33, 34; All

T-9-S, R-27-E, NMPM
Secs. 3, 4; All
Sec. 5; E $\frac{1}{2}$
Sec. 9; N $\frac{1}{2}$
Sec. 10; N $\frac{1}{2}$

Containing 3,840.96 acres,
Chaves County, New Mexico

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 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 of Public Lands, hereinafter referred to as "Commissioner" or the Oil Conservation Division, hereinafter referred to as the "Division".

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

2. UNITIZED SUBSTANCES: All oil, gas, natural gasoline, and associated fluid hydrocarbons in any and all formations of the unitized land are unitized under the terms of this agreement and herein are called "unitized substances".

3. UNIT OPERATOR: Carl A. Schellinger, whose address is P. O. Box 447, Roswell, New Mexico 88201 is hereby designated as unit operator and by signature hereto commits to this agreement all interest in unitized substances vested in it as set forth in Exhibit B, and 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 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.

4. RESIGNATION OR REMOVAL OF UNIT OPERATOR: Unit operator shall have the right to resign at any time but such resignation shall not become effective until a successor unit operator has been selected and approved in the manner provided for in Section 5 of this agreement. The resignation of the unit operator shall not release the unit operator from any liability or any default by it hereunder occurring prior to the effective date of its resignation.

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 Commissioner and the Division.

The resignation or removal of the unit operator under this agreement shall not terminate his 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 wells.

5. SUCCESSOR UNIT OPERATOR: Whenever the unit operator shall resign as unit operator or shall be removed as hereinabove provided, the owners of the working interests according to their respective acreage interests in all unitized land shall by a majority vote select a successor unit operator; provided that, if a majority but less than seventy-five percent (75%) of the working interests qualified to vote 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 working 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, with notice to the Division, may declare this unit agreement terminated.

6. 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. 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 "Operating Agreement". 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.

7. 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.

8. DRILLING TO DISCOVERY: The unit operator shall, within sixty (60) days after the effective date of this agreement, commence operations upon an adequate test well for oil and gas upon some part of the lands embraced within the unit area and shall drill said well with due diligence to a depth sufficient to penetrate the basement granite formation or to such a depth as unitized substances shall be discovered in paying quantities at a lesser depth or until it shall, in the opinion of unit operator, be determined that the further drilling of said well shall be unwarranted or impracticable; provided, however, that unit operator shall not, in any event, be required to drill said well to a depth in excess of 11,800 feet. Until

a discovery of a deposit of unitized substances capable of being produced in paying quantities (to-wit: quantities sufficient to repay the costs of drilling and producing operations with a reasonable profit) unit operator shall continue drilling diligently, one well at a time, allowing not more than six 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 the Commissioner or until it is reasonably proven to the satisfaction of the unit operator that the unitized land is incapable of producing unitized substances in paying quantities in the formation drilled hereunder.

Any well commenced prior to the effective date of this agreement upon the unit area and drilled to the depth provided herein for the drilling of an initial test well shall be considered as complying with the drilling requirements hereof with respect to the initial well. The Commissioner may modify the drilling requirements of this section by granting reasonable extensions of time when in his opinion such action is warranted. Upon failure to comply with the drilling provisions of this article the Commissioner 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, and all rights, privileges and obligations granted and assumed by this unit agreement shall cease and terminate as of such date.

9. OBLIGATIONS OF UNIT OPERATOR AFTER DISCOVERY OF UNITIZED SUBSTANCES:

Should unitized substances in paying quantities be discovered upon the unit area, the unit operator shall on or before six months from the time of the completion of the initial discovery well and within thirty days after the expiration of each twelve months period thereafter, file a report with the Commissioner and Division of the status of the development of the unit area and the development contemplated for the following twelve months period.

It is understood that one of the main considerations for the approval of this agreement by the Commissioner of Public Lands is to secure the orderly development of the unitized lands in accordance with good conservation practices so as to obtain the greatest ultimate recovery of unitized substances.

After discovery of unitized substances in paying quantities, unit operator shall proceed with diligence to reasonably develop the unitized area as a reasonably prudent operator would develop such area under the same or similar circumstances.

If the unit operator should fail to comply with the above covenant for reasonable development this agreement may be terminated by the Commissioner as to all lands of the State of New Mexico embracing undeveloped regular well spacing or proration units, but in such event, the basis of participation by the working interest owners shall remain the same as if this agreement had not been terminated as to such

lands; provided, however, the Commissioner shall give notice to the unit operator and the lessees of record in the manner prescribed by (Sec. 19-10-20 N. M. Statutes 1978 Annotated,) of intention to cancel on account of any alleged breach of said covenant for reasonable development and any decision entered thereunder shall be subject to appeal in the manner prescribed by (Sec. 19-10-23 N.M. Statutes 1978 Annotated) and, provided further, in any event the unit operator shall be given a reasonable opportunity after a final determination within which to remedy any default, failing in which this agreement shall be terminated as to all lands of the State of New Mexico embracing undeveloped regular well spacing or proration units.

10. PARTICIPATION AFTER DISCOVERY: Upon completion of a well capable of producing unitized substances in paying quantities, the owners of working interests shall participate in the production therefrom and in all other producing wells which may be drilled pursuant hereto in the proportions that their respective leasehold interests covered hereby on an acreage basis bears to the total number of acres committed to this unit agreement, and such unitized substances shall be deemed to have been produced from the respective leasehold interests participating therein. For the purpose of determining any benefits accruing under this agreement and the distribution of the royalties payable to the State of New Mexico and other lessors, each separate lease shall have allocated to it such percentage of said production as the number of acres in each lease respectively committed to this agreement bears to the total number of acres committed hereto.

Notwithstanding any provisions contained herein to the contrary, each working interest owner shall have the right to take such owner's proportionate share of the unitized substances in kind or to personally sell or dispose of the same, and nothing herein contained shall be construed as giving or granting to the unit operator the right to sell or otherwise dispose of the proportionate share of any working interest owner without specific authorization from time to time so to do.

11. ALLOCATION OF PRODUCTION: All unitized substances produced from each tract in the unitized area established under this agreement, except any part thereof used for production or development purposes hereunder, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of the unitized land, and for the purpose of determining any benefits that accrue on an acreage basis, each such tract shall have allocated to it such percentage of said production as its area bears to the entire unitized area. It is hereby agreed that production of unitized substances from the unitized area shall be allocated as provided herein, regardless of whether any wells are drilled on any particular tracts of said unitized area.

12. 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 to 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 leases committed hereto; 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 delivery of such royalty oil in accordance with the terms of the respective leases.

All rentals, if any, due under any leases embracing lands other than the State of New Mexico, shall be paid by the respective lease owners in accordance with the terms of their leases and all royalties due under the terms of any such leases shall be paid on the basis of all unitized substances allocated to the respective leases committed hereto.

If the unit operator introduces gas obtained from sources other than the unitized substances into any producing 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 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 a plan of operation consented to by the Commissioner and approved by the Division 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.

13. 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 unitized 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 term of this agreement and the approval of this agreement by the commissioner and the respective lessors and lessees shall be effective to conform the provisions and extend the terms of each such lease as to lands within the unitized area to the provisions and terms of this agreement; but otherwise to remain in full force and effect. Each lease committed to this agreement, insofar as it applies to lands within the unitized area, shall continue in force beyond the term provided therein as long as this agreement remains in effect, provided, drilling operations upon the initial test well provided for herein shall have been commenced or said well is in the process of being drilled by the unit operator prior to the expiration of the shortest term lease committed to this agreement. Termination of this agreement shall not effect any lease which pursuant to the terms thereof or any applicable laws would continue in full force and effect thereafter. The commencement, completion, continued operation or production on each of the leasehold interests committed to this agreement and operations or production pursuant to this agreement shall be deemed to be operations upon and production from each leasehold interest committed hereto and there shall be no obligation on the part of the unit operator or any of the owners of the respective leasehold interests committed hereto to drill offsets to wells as between the leasehold interests committed to this agreement, except as provided in Section 9 hereof.

Any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto shall be segregated as to the portion committed and as to the portion not committed and the terms of such leases shall apply separately as to such segregated portions commencing as of the effective date hereof. Notwithstanding any of the provisions of this agreement to the contrary, any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease, if oil and gas, or either of them, are discovered and are being produced in paying quantities from some part of the lands embraced in such lease committed to this agreement at the expiration of the secondary term of such lease, or 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 shall remain in full force and effect so long as such operations are being diligently prosecuted, and they result in the production of oil or gas, said lease shall continue in full force and effect as to all of the lands embraced therein, so long thereafter as oil and gas, or either of them, are being produced in paying quantities from any portion of said lands.

14. 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.

15. 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.

16. COVENANTS RUN WITH LAND: The covenants herein shall be construed to be covenants running with the land with respect to the interests 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 to the grantee, transferee or other successor in interest. No assignment or transfer or 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.

17. EFFECTIVE DATE AND TERM: This agreement shall become effective upon approval by the Commissioner and the Division and shall terminate in two years after such date unless (a) such date of expiration is extended by the Commissioner, or (b) a valuable discovery of unitized substances has been made on unitized land during said initial term or any extension thereof in which case this agreement shall remain in effect so long as unitized substances are being produced in paying quantities from the unitized land 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. This agreement may be terminated at any time by not less than seventy-five percent (75%) on an acreage basis of the owners of the working interests, signatory hereto, with the approval of the Commissioner and with notice to Division. Likewise, the failure to comply with the drilling requirements of Section 8 hereof, may subject this agreement to termination as provided in said section.

18. 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.

19. 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 Division, and to appeal orders issued under the regulations of the Commissioner or Division, or to apply for relief from any of said regulations or in any proceedings on its own behalf relating to operations pending before the Commissioner or Division; provided, however, that any other interest party shall also have the right at his own expense to appear and to participate in any such proceeding.

20. 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.

21. 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, war, act 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.

22. 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.

23. SUBSEQUENT JOINDER: Any oil or gas interest in lands within the unit area not committed hereto, prior to the submission of the agreement for final approval

by the Commissioner and the Division, may be committed hereto by the owner or owners of such rights, subscribing or consenting to this agreement, or executing a ratification thereof, and if such owner is also a working interest owner, by subscribing to the operating agreement providing for the allocation of costs of exploration, development, and operation. 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 Division of duly executed counterparts of the instrument or instruments committing the interest of such owner to this agreement, but such joining party or parties, before participating in any benefits hereunder, shall be required to assume and pay to unit operator, their proportionate share of the unit expenses incurred prior to such party's or parties' joinder in the unit agreement, and the unit operator shall make appropriate adjustments caused by such joinder, without any retroactive adjustment or revenue.

24. 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.

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

UNIT OPERATOR AND WORKING INTEREST OWNER

CARL A. SCHELLINGER

OPERATOR

By _____
President

DATE: _____
ATTEST

BY _____

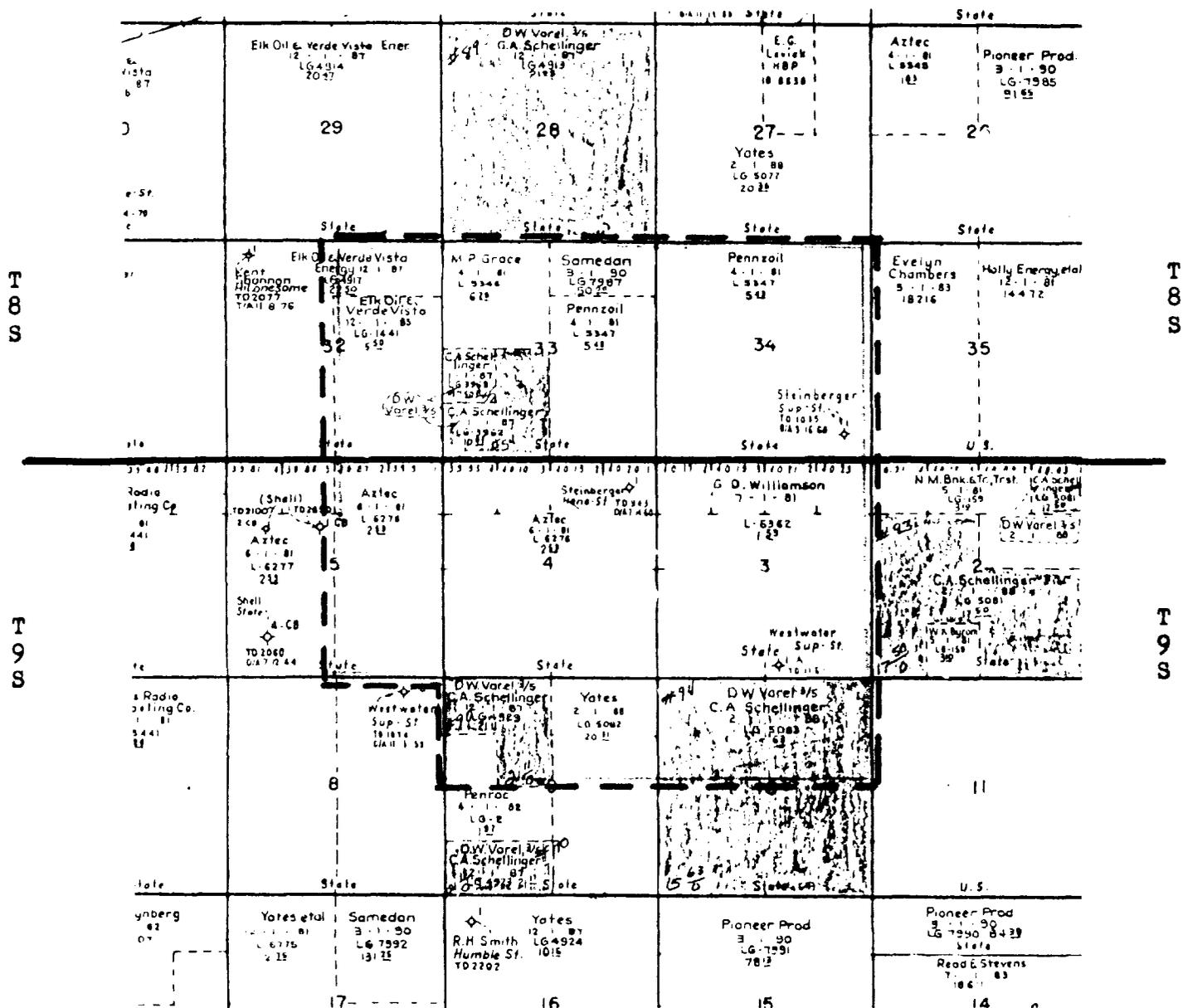
OTHER WORKING INTEREST OWNERS

Company

DATE: _____

By: _____

Address



R-27-E

Rough Draft Exhibit "A"
 Campbell Station Unit Area
 Chaves County, New Mex.

--- Unit Outline



Tract No.



State of New Mexico Lands,
 3840.96 Acres, 100% of Unit Area.

EXHIBIT "B"
 Schedule Showing all Lands and Leases
 Within the Campbell Station Unit Area
 Chaves County, New Mexico

TRACT NO.	DESCRIPTION OF LAND	ACRES	LEASE NO. AND EXP. DATE	BASIC ROYALTY & PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
<u>ALL LANDS - State of New Mexico</u>							
1.	T-8-S, R-27-E, NMPM Sec. 33: NW $\frac{1}{4}$	160.00	L-5346 4-1-81	State 12.5	M. P. Grace All	None	M. P. Grace All
2.	T-8-S, R-27-E, NMPM Sec. 33: S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ Sec. 34: All	880.00	L-5347 4-1-81	State 12.5	Pennzoil Co. All	None	Pennzoil Co. All
3.	T-9-S, R-27-E, NMPM Sec. 4: Lots 1,2,3,4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ (All) Sec. 5: Lots 1,2,S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$	960.16	L-6276 6-1-81	State 12.5	Southland Royalty Company All	None	Southland Roy. Co. All
4.	T-9-S, R-27-E, NMPM Sec. 3: Lots 1,2,3,4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ (All)	640.80	L-6362 7-1-81	State 12.5	G. Dee Williamson All	None	David J. Sorenson G. Dee Williamson Lanita C. Williamson Glenn G. Stiff Charles D. Olmsted 50.00 30.00 13.34 3.33 3.33
5.	T-9-S, R-27-E, NMPM Sec. 9: SW $\frac{1}{4}$ NW $\frac{1}{4}$	40.00	LG-0002 4-1-82	State 12-5	Penroc Oil Corp. All	John B. Castle Dorwan Company 2.0 2.0	Penroc Oil Corp. All
6.	T-8-S, R-27-E, NMPM Sec. 32: S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$	240.00	LG-1441 12-1-83	State 12.5	Elk Oil Company Verde Vista Energy 50.00 50.00	None	Elk Oil Co. Verde Vista Energy 50.00 50.00

7.	T-8-S, R-27-E, NMPM Sec. 33: S $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$	120.00	LG-3962 1-1-87	State 12.5	Carl A. Schellinger All	None	Daniel W. Varel Carl A. Schellinger George L. Scott, Jr. George R. Reddy R. Paul Creson	60.0 10.0 10.0 10.0 10.0
8.	T-8-S, R-27-E, NMPM Sec. 33: NW $\frac{1}{4}$ SW $\frac{1}{4}$	40.00	LG-3963 1-1-87	State 12.5	Carl A. Schellinger All	None	Same as Tract #7 above	
9.	T-8-S, R-27-E, NMPM Sec. 32: N $\frac{1}{2}$ NE $\frac{1}{4}$	80.00	LG-4917 12-1-87	State 12.5	Elk Oil Company Verde Vista Energy	50.0 50.0	Elk Oil Co. Verde Vista Ener.	50.0 50.0
10.	T-9-S, R-27-E, NMPM Sec. 9: N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$	120.00	LG-4923 12-1-87	State 12.5	Carl A. Schellinger All	None	Same as Tract #7 above	
11.	T-9-S, R-27-E, NMPM Sec. 9: NE $\frac{1}{4}$	160.00	LG-5082 2-1-88	State 12.5	Yates Pet. Corp.	All	Yates Pet Corp. Yates Drl. Co. MYCO Industries ABO Pet. Co.	25.0 25.0 25.0 25.0
12.	T-9-S, R-27-E, NMPM Sec. 10: N $\frac{1}{2}$	320.00	LG-5083 2-1-88	State 12.5	Carl A. Schellinger All	None	Same as Tract #7 above	
13.	T-8-S, R-27-E, NMPM Sec. 33: N $\frac{1}{2}$ NE $\frac{1}{4}$	80.00	LG-7887 3-1-90	State 12.5	Samedan Oil Co.	All	Samedan Oil Co.	All

TOTAL - - - 3,840.96 Acres, State of New Mexico Lands, 100% of Unit Area