

1 oil and/or gas; and

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

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

10 1. ENABLING ACT AND REGULATIONS: The Mineral Leasing Act of
11 February 25, 1920, as amended, supra, and all valid pertinent regula-
12 tions, including operating and unit plan regulations, heretofore issued
13 thereunder or valid, pertinent, and reasonable regulations hereafter
14 issued thereunder are accepted and made a part of this agreement as to
15 Federal lands, provided such regulations are not inconsistent with the
16 terms of this agreement; and as to non-Federal lands, the oil and gas
17 operating regulations in effect as of the effective date hereof govern-
18 ing drilling and producing operations, not inconsistent with the terms
19 hereof or the laws of the State in which the non-Federal land is locat-
20 ed, are hereby accepted and made a part of this agreement.

21 2. UNIT AREA. The area specified on the plat attached hereto
22 marked Exhibit A is hereby designated and recognized as constituting
23 the unit area, containing 15,168.44 acres, more or less.

24 Exhibit A shows, in addition to the boundary of the unit area, the
25 identity of tracts and leases in said area to the extent known to the
26 Unit Operator. Exhibit B attached hereto is a schedule showing to the
27 extent known to the Unit Operator the acreage, percentage, and kind of
28 ownership of oil and gas interests in all land in the unit area.

29 However, nothing herein or in said schedule or map shall be construed
30 as a representation by any party hereto as to the ownership of any
31 interest other than such interest or interests as are shown in said map
32 or schedule as owned by such party. Exhibits A and B shall be revised