

feiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by or if such failure results from compliance with any such law, rule or regulations.

5. This agreement shall be effective as of the date hereof, upon approval of the Commissioner of Public Lands of the State of New Mexico, and shall remain in force and effect for a period of one year and so long thereafter as "gas" is extracted from or produced from any part of said communitized unit in paying quantities, provided that prior to production in paying quantities from said communitized unit and upon fulfillment of all requirements of the Oil Conservation Commission of the State of New Mexico with respect to any dry hole or abandoned well, this agreement may be terminated at any time by the mutual agreement of the parties hereto.

6. This agreement shall be subject to the consent and approval of the Commissioner of Public Lands of the State of New Mexico.

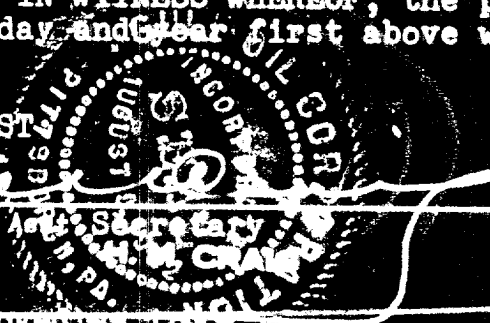
7. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their heirs, executors, administrators, successors and assigns.

8. This agreement may be executed in one or more counterparts by any of the parties hereto and all counterparts so executed shall be taken as a single agreement and shall have the same force and effect as if all parties had in fact executed but a single instrument.

9. This agreement shall supersede and supplant that certain Designation of Consolidated Unit instrument by and between The Texas Company, W. L. Todd, Jr., Tom E. Todd, Harry L. Todd and Edward Wright, Jr. dated June 16, 1955, recorded in Volume 100 at page 395 of the Records of Lea County, New Mexico, and the amendment thereto dated November 28, 1955, recorded in Volume 106 at page 271 of the Records of Lea County, New Mexico.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

ATTEST



*[Signature]*  
Approved \_\_\_\_\_

Terms EPN & REB

Form BR

GULF OIL CORPORATION

By *H. Libby*  
Vice President

Law	<i>DLW</i>
Compt.	
Exp.	<i>EBB</i>
Prod.	<i>Mdb</i>

THE TEXAS COMPANY

By *J. A. Hale*  
Attorney-in-Fact

*W. L. Todd, Jr.*  
W. L. Todd, Jr.

*Tom E. Todd*  
Thomas E. Todd

*Harry L. Todd*  
Harry L. Todd

*Edward Wright, Jr.*  
Edward Wright, Jr.

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