

*Operator*

NMC-3629  
Recorded by:  
GUARANTY Title Co.

APPROVAL-CERTIFICATION-DETERMINATION

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the Area Oil and Gas Supervisors of the U. S. Geological Survey, I do hereby:

- A. Approve the attached communitization agreement covering the South Half (S/2) of Section 15, Township 20 South, Range 28 East, Eddy County, New Mexico, as to natural gas and associated liquid hydrocarbons producible from the Wolfcamp Formation.
- B. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest.
- C. Certify and determine that the drilling, producing, rental, minimum royalty, and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed or revoked to conform with the terms and conditions of the agreement.

*John Willock*  
Area Oil and Gas Supervisor  
ACTING U. S. Geological Survey

Approved: OCT 22 1979  
Effective: April 17, 1979  
Contract No.: Com. Agr. SRM-1412

*(wd) Ans. AC #1 4-17-79*

## COMMUNITIZATION AGREEMENT

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the 17th day of April, 1979, by and between the parties subscribing, ratifying or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

## WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

The South Half (S/2) of Section 15, Township 20  
South, Range 28 East, Eddy County, New Mexico,

containing 320 acres, more or less, and this agreement shall include only the Wolfcamp Formation underlying said lands and the natural gas and associated liquid hydrocarbons hereinafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "B," designating the Operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

3. All matters of operation shall be governed by the Operator under and pursuant to the terms and provisions of this agreement. A successor Operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Area Oil and Gas Supervisor.

4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.

5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

## COMMUNITIZATION AGREEMENT

Page Two

6. (a) The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payment of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and affect as originally made and issued.

(b) It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable for 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 laws, orders, rules or regulations.

10. This agreement is effective April 17, 1979, upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior, or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and for so long as communitized substances are, or can be, produced from the communitized area in paying quantities; provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates and any grant, transfer or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior.

COMMUNITIZATION AGREEMENT  
Page Three

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor and in the applicable oil and gas regulations of the Department of the Interior.

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

14. 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 parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

15. Nondiscrimination: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

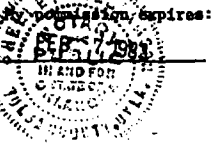
CITIES SERVICE COMPANY

July 30, 1979  
(Date)

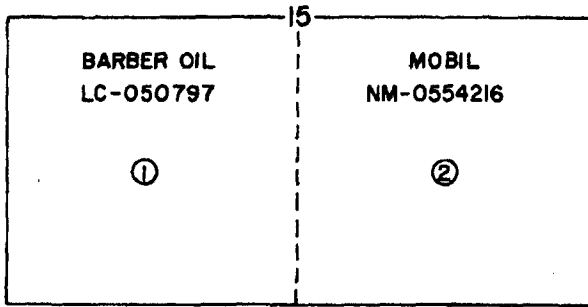
By [Signature]  
B. N. Com Attorney-in-Fact

STATE OF OKLAHOMA )  
                          ) SS  
COUNTY OF TULSA )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of July, 1979, by B. N. Com, as Attorney-in-Fact, on behalf of CITIES SERVICE COMPANY, a Delaware corporation.



[Signature]  
Shelley Williamson Notary Public



**EXHIBIT "A"**

**PLAT OF COMMUNITIZED AREA  
COVERING S 1/2 SEC. 15, T.20 S-R.28 E  
EDDY COUNTY, NEW MEXICO  
WOLFCAMP FORMATION  
Scale: 1"=1000'**

EXHIBIT "B" - Attached to and made a part of Commitment Agreement dated April 17, 1979, embracing the South Half (S/2) of Section 15, Township 20 South, Range 28 East, Eddy County, New Mexico.

OPERATOR OF COMMUNITIZED AREA: Cities Service Company  
P. O. Box 300  
Tulsa, Oklahoma 74102

DESCRIPTION OF LEASES COMMITTED

TRACT NO. 1:

Lessor: United States of America  
Lessee of Record: Barber Oil, Inc.  
Serial Number of Lease: LC-050797  
Date of Lease: October 1, 1943  
Description of Lands Committed: Township 20 South, Range 28 East, Section 15: SW/4  
Number of Acres: 160  
Working Interest Owner and Percentage: Barber Oil, Inc. 100.000000%

\*This interest is subject to various agreements whereby Barber Oil, Inc. has assigned or agreed to assign interests, whereby the ownership will be as follows:

Working Interest Owners & Percentage:	**Cities Service Company	72.916600%
	**Edward E. Hudson, Jr.	14.583400%
	Howard W. Jennings	12.500000%
Overriding Royalty Owners & Percentage:	Barber Oil, Inc.	1.003515%
	George D. Riggs	.950000%
	Rubie C. Bell	.590820%
	Albuquerque National Bank, Trustee of S. W. Crosby, III Trust #1	.590820%
	Sue S. Graham	.393880%
	***Richard A. Hall	.267604%
	James E. Hall	.267604%
	Charles L. Hall	.267604%
	Albuquerque National Bank, Trustee for Kathryn Rae Brandenburg, a minor	.200703%
	Elyse S. Patterson	.059375%
	Sally S. Toles	.059375%
	Robert S. Light & Jo Anna W. Light, d/b/a The Light Company	83/184 of
	Elizabeth W. Mendez	47/184 of
	J. Ray Hobbs	2/184 of
	Donald L. Killgore	2/184 of
	The Carlebad National Bank, Trustee for Bradley T. Light	10/184 of
	Robert M. Light	10/184 of
	Stanley W. Light	10/184 of
	Neil T. Christensen	10/184 of
	Thayer P. Christensen	10/184 of
		.356250%

\*\*Operating rights below 1,200 feet.

\*\*\*Richard A. Hall, deceased

James E. Hall - Co-Trustee under the Will of Richard A. Hall, deceased  
Frost National Bank, P. O. Drawer 1600, San Antonio, Texas 78206 -  
Co-Trustee under the Will of Richard A. Hall, deceased

EXHIBIT "B"  
Page Two

TRACT NO. 2:

Lessor:	United States of America	
Lessee of Record:	Mobil Oil Corporation	
Serial Number of Lease:	NM-0554216	
Date of Lease:	July 1, 1964	
Description of Lands Committed:	Township 20 South, Range 28 East, Section 15: SE/4	
Number of Acres:	160	
Working Interest Owner and Percentage:	Mobil Oil Corporation	100.000000%
Overriding Royalty Owner and Percentage:	Eagle Royalty & Minerals	\$750 per acre production out of 5%

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>% of Interest in Committed Area</u>
1	160	50.0%
2	<u>160</u>	<u>50.0%</u>
	320	100.0%

CONSENT AND RATIFICATION  
COMMUNITIZATION AGREEMENT FOR THE NO. 1 GOVERNMENT "AC"  
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated April 17, 1979, covering the Wolfcamp Formation underlying the South Half (S/2) of Section 15, Township 20 South, Range 28 East, Eddy County, New Mexico, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of the working interest, leasehold, royalty or other interest in the lands or minerals embraced in said communitized area, as indicated on the schedule attached to said Communitization Agreement as Exhibit "B," do hereby consent to and ratify all of the terms and provisions of the said Communitization Agreement, exactly the same as if the undersigned had executed the original of the said Communitization Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

*James P. Jennings*  
Address: 3406 Fort Worth National Bank Building  
Fort Worth, Texas 76102

HOWARD W. JENNINGS ESTATE, d/b/a  
JENNINGS PRODUCTION COMPANY  
*Jamie E. Jennings*  
Notary Public  
Jamie E. Jennings, Agent

Tract No.: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, as Attorney-in-Fact, on behalf of \_\_\_\_\_, a \_\_\_\_\_ corporation.

My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF TEXAS )  
COUNTY OF TARRANT ) SS

The foregoing instrument was acknowledged before me this 21st day of July, 1979, by Jamie E. Jennings, Agent for Jennings Production Company.

My commission expires:

June 30, 1980  
*Mary Angey Abney*  
Mary Angey Abney, Notary Public  
in and for Tarrant County, Texas



CONSENT AND RATIFICATION  
COMMUNITIZATION AGREEMENT FOR THE NO. 1 GOVERNMENT "AC"  
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated April 17, 1979, covering the Wolfcamp Formation underlying the South Half (S/2) of Section 15, Township 20 South, Range 28 East, Eddy County, New Mexico, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of the working interest, leasehold, royalty or other interest in the lands or minerals embraced in said communitized area, as indicated on the schedule attached to said Communitization Agreement as Exhibit "B," do hereby consent to and ratify all of the terms and provisions of the said Communitization Agreement, exactly the same as if the undersigned had executed the original of the said Communitization Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments

ATTEST:

*Sue Saunders Graham*  
SUE SAUNDERS GRAHAM

Address: P. O. Box ~~2554~~ 987  
Roswell, New Mexico 88201

ROBERT L. GRAHAM

Tract No.: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, as Attorney-in-Fact, on behalf of \_\_\_\_\_, a \_\_\_\_\_ corporation.

My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF New Mexico )  
COUNTY OF Chaves ) SS

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of July, 1979, by Sue Saunders Graham.

My commission expires:

August 2, 1981  
B L

*Agnes M. Wood*  
Notary Public

CONSENT AND RATIFICATION  
COMMUNITIZATION AGREEMENT FOR THE NO. 1 GOVERNMENT "AC"  
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated April 17, 1979, covering the Wolfcamp Formation underlying the South Half (S/2) of Section 15, Township 20 South, Range 28 East, Eddy County, New Mexico, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of the working interest, leasehold, royalty or other interest in the lands or minerals embraced in said communitized area, as indicated on the schedule attached to said Communitization Agreement as Exhibit "B," do hereby consent to and ratify all of the terms and provisions of the said Communitization Agreement, exactly the same as if the undersigned had executed the original of the said Communitization Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST: [Signature]  
VICE PRESIDENT  
Address: P.O. Drawer 1600  
San Antonio, Texas 78296

FROST NATIONAL BANK, Co-Trustee under  
the Will of Richard A. Hall, Deceased  
By Robert Kuehner  
VICE PRESIDENT

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS, }  
County of Bexar } BEFORE ME, the undersigned authority,  
in and for said County, Texas, on this day personally appeared Robert Kuehner, Vice President

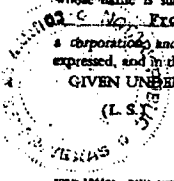
known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Frost National Bank of San Antonio a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 13 day July, A. D. 1979

(L.S.)

Esther C. Chevalier  
Notary Public, Bexar County, Texas

My Commission Expires June 1980  
Esther C. Chevalier, Notary Public  
IN BEXAR COUNTY FOR THE STATE OF TEXAS



CONSENT AND RATIFICATION  
COMMUNITIZATION AGREEMENT FOR THE NO. 1 GOVERNMENT "AC"  
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

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The undersigned also being the owners of the working interest, leasehold, royalty or other interest in the lands or minerals embraced in said communitized area, as indicated on the schedule attached to said Communitization Agreement as Exhibit "B," do hereby consent to and ratify all of the terms and provisions of the said Communitization Agreement, exactly the same as if the undersigned had executed the original of the said Communitization Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

Edward R. Hudson, Jr.  
EDWARD R. HUDSON, JR.

Address: 1000 First National Building  
Fort Worth, Texas 76102

Ann F. Hudson  
ANN F. HUDSON, his wife

Tract No.: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, as Attorney-in-Fact, on behalf of \_\_\_\_\_, a \_\_\_\_\_ corporation.

My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

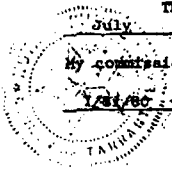
My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF TEXAS )  
COUNTY OF TARRANT ) SS

The foregoing instrument was acknowledged before me this 16 day of July, 19 79, by Edward R. Hudson, Jr. and Ann F. Hudson.

My commission expires:



Virginia Clarke  
Virginia Clarke Notary Public  
in and for Tarrant County, Tx

CONSENT AND RATIFICATION  
COMMUNITIZATION AGREEMENT FOR THE NO. 1 GOVERNMENT "AC"  
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST: MOBIL OIL CORPORATION

Address: P. O. Box 633  
Midland, Texas 79701

By R. E. Harrison  
Attorney-in-Fact

RLM

Tract No.: \_\_\_\_\_

STATE OF Texas )  
COUNTY OF Harris ) SS

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of July, 1979, by R. E. Harrison, as Attorney-in-Fact, on behalf of Mobil Oil Corporation, a New York corporation.

My commission expires: \_\_\_\_\_

Leta H. Blankenship  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_ corporation, on behalf of said corporation.

My commission expires: \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

My commission expires: \_\_\_\_\_

Notary Public

CONSENT AND RATIFICATION  
COMMUNITIZATION AGREEMENT FOR THE NO. 1 GOVERNMENT "AC"  
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

Mary Kathleen Gordon

Address: 6444 Indian Lane  
Shawnee Mission, Kansas  
66208

Elyse S. Patterson  
ELYSE S. PATTERSON

Robert M. Patterson  
ROBERT M. PATTERSON

Tract No.: \_\_\_\_\_

STATE OF Missouri )  
COUNTY OF Jackson ) SS

The foregoing instrument was acknowledged before me this 12 day of July, 1977, by \_\_\_\_\_, as Attorney-in-Fact, on behalf of \_\_\_\_\_, a \_\_\_\_\_ corporation.



My commission expires:  
MARY EDWIDGE COLTON  
Notary Public - State of Missouri  
Commissioned in Jackson County  
My Commission Expires Sept. 16, 1982

Mary Edwidge Colton  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_.

My commission expires:

\_\_\_\_\_  
Notary Public

CONSENT AND RATIFICATION  
COMMUNITIZATION AGREEMENT FOR THE NO. 1 GOVERNMENT "AC"  
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

Sally S. Toles  
SALLY S. TOLES

Address: P. O. Drawer 1300  
Roswell, New Mexico 88201

J. Penrod Toles  
J. PENROD TOLES

Tract No.: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, as Attorney-in-Fact, on behalf of \_\_\_\_\_, a \_\_\_\_\_ corporation.

My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF NEW MEXICO )  
COUNTY OF CHAVES ) SS

The foregoing instrument was acknowledged before me this 13th day of July, 1979, by Sally S. Toles and J. Penrod Toles.

My commission expires:

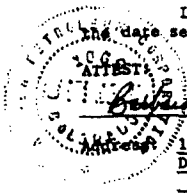
9-2-81  
J. Penrod Toles  
Notary Public

CONSENT AND RATIFICATION  
COMMUNITIZATION AGREEMENT FOR THE NO. 1 GOVERNMENT "AC"  
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated April 17, 1979, covering the Wolfcamp Formation underlying the South Half (S/2) of Section 15, Township 20 South, Range 28 East, Eddy County, New Mexico, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of the working interest, leasehold, royalty or other interest in the lands or minerals embraced in said communitized area, as indicated on the schedule attached to said Communitization Agreement as Exhibit "B," do hereby consent to and ratify all of the terms and provisions of the said Communitization Agreement, exactly the same as if the undersigned had executed the original of the said Communitization Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.



Barbara A. Pennington  
Secretary  
1660 Lincoln Street, Suite 1530  
Denver, Colorado 80264

AQUILA PETROLEUM CORPORATION  
By: Hal C. Porter  
President

Tract No.: 2

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, as Attorney-in-Fact, on behalf of \_\_\_\_\_, a \_\_\_\_\_ corporation.

My commission expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

STATE OF COLORADO )  
COUNTY OF DENVER ) SS

The foregoing instrument was acknowledged before me this 29th day of June, 1979, by Hal C. Porter, President of AQUILA PETROLEUM CORPORATION, a Delaware corporation, on behalf of said corporation.

My commission expires: My Commission Expires Nov. 5, 1982  
\_\_\_\_\_  
Georgia C. Ryan  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_.

My commission expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

CONSENT AND RATIFICATION  
COMMUNITIZATION AGREEMENT FOR THE NO. 1 GOVERNMENT "AC"  
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

George D. Riggs  
GEORGE D. RIGGS

Address: P. O. Box 116  
Carlsbad, New Mexico 88220

Tract No.: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, as Attorney-in-Fact, on behalf of \_\_\_\_\_, a \_\_\_\_\_ corporation.

My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF New Mexico )  
COUNTY OF Eddy ) SS

The foregoing instrument was acknowledged before me this 3rd day of July, 19 78, by George D. Riggs.

My commission expires:

June 31, 1980  
Butt Rice  
Notary Public



CONSENT AND RATIFICATION  
COMMUNITIZATION AGREEMENT FOR THE NO. 1 GOVERNMENT "AC"  
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST: Peter W. Connell 7/12/79  
Peter W. Connell 7/12/79

Bryan Bell  
BRYAN BELL  
Rubie C. Bell  
RUBIE C. BELL

Address: 1331 Third Street  
New Orleans, Louisiana 70130

Miss Orsoly Bell, a married woman, residing herein in her own and separate estate.

Tract No.: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, as Attorney-in-fact, on behalf of \_\_\_\_\_, a \_\_\_\_\_ corporation.

My commission expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

My commission expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

STATE OF Louisiana )  
COUNTY OF Orleans ) SS

The foregoing instrument was acknowledged before me this 12 day of July, 1979, by Bryan Bell & Rubie C. Bell

My commission expires: for life  
John H. Wells  
Notary Public

CONSENT AND RATIFICATION  
COMMUNITIZATION AGREEMENT FOR THE NO. 1 GOVERNMENT "AC"  
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

Stanley W. Crosby III  
STANLEY W. CROSBY III

Address: P. O. Box 2099  
Denver, CO 80201

Tract No.: \_\_\_\_\_

STATE OF Colorado )  
COUNTY OF Denver ) SS

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of July, 1979, by Stanley W. Crosby III, as Attorney-in-Fact, on behalf of Stanley W. Crosby III, a individual.

My commission expires:  
Sept 17/1982

Chy J. Hester  
Notary Public  
Eddy County, New Mexico

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

My commission expires:  
\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_.

My commission expires:  
\_\_\_\_\_  
Notary Public

CONSENT AND RATIFICATION  
COMMUNITIZATION AGREEMENT FOR THE NO. 1 GOVERNMENT "AC"  
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

J. E. Hall  
JAMES E. HALL, Individually and as Co-Trustee  
under the Will of Richard A. Hall, Deceased

Address: Route 4, Box 62  
Midland, Texas 79701

Sandra C. Hall  
SANDRA C. HALL

Tract No.: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, as Attorney-in-Fact, on behalf of \_\_\_\_\_, a \_\_\_\_\_ corporation.

My commission expires: \_\_\_\_\_

Betty H. Amick  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

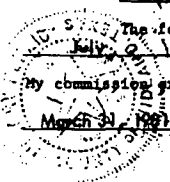
STATE OF TEXAS )  
COUNTY OF MIDLAND ) SS

The foregoing instrument was acknowledged before me this 11th day of July, 19 79, by James E. Hall and Sandra C. Hall.

My commission expires: \_\_\_\_\_

March 31, 1980

Betty H. Amick  
Notary Public



CONSENT AND RATIFICATION  
COMMUNITIZATION AGREEMENT FOR THE NO. 1 GOVERNMENT "AC"  
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST: *Robert Estelle*  
Trust Officer  
Address: P. O. Box 1344  
Albuquerque, NM 87103  
Attn: Oliver Allred - Trust Department

ALBUQUERQUE NATIONAL BANK, Trustee  
for Kathryn Rae Brandenburg

By *Oliver Allred*  
Trust Officer

Tract No.: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, as Attorney-in-Fact, on behalf of \_\_\_\_\_, a \_\_\_\_\_ corporation.

My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF NEW MEXICO )  
COUNTY OF BERNALILLO ) SS

The foregoing instrument was acknowledged before me this 3rd day of August, 1979, by Oliver Allred, Trust Officer of Albuquerque National Bank, a national banking corporation, on behalf of said corporation.

My commission expires:

February 13, 1983  
*Jan Denton*  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_.

My commission expires:

\_\_\_\_\_  
Notary Public

CONSENT AND RATIFICATION  
COMMUNITIZATION AGREEMENT FOR THE NO. 1 GOVERNMENT "AC"  
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Communitization Agreement dated April 17, 1979, covering the Wolfcamp Formation underlying the South Half (S/2) of Section 15, Township 20 South, Range 28 East, Eddy County, New Mexico, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

*Elizabeth W. Mendez*  
ELIZABETH W. MENDEZ

Address: 7 BARBER OIL, INC.  
P. O. Box 1658  
Carlsbad, NM 88220

Tract No.: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, as Attorney-in-Fact, on behalf of \_\_\_\_\_, a \_\_\_\_\_ corporation.

My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

My commission expires:

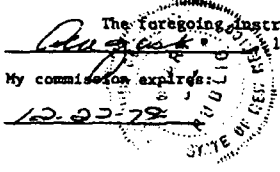
\_\_\_\_\_  
Notary Public

STATE OF New Mexico )  
COUNTY OF Bernalillo ) SS

The foregoing instrument was acknowledged before me this 6 day of August, 1979, by Elizabeth Mendez.

My commission expires:

12-22-79



*Judy C. DeLoe*  
Notary Public

CONSENT AND RATIFICATION  
COMMUNITIZATION AGREEMENT FOR THE NO. 1 GOVERNMENT "AC"  
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST: Charles L. Hall  
CHARLES L. HALL

Address: Route 4, Box 62  
MIDLAND, TEXAS 79701

Tract No.: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, as Attorney-in-Fact, on behalf of \_\_\_\_\_, a \_\_\_\_\_ corporation.

My commission expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

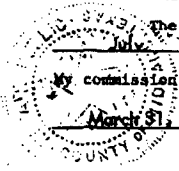
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

My commission expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

STATE OF TEXAS )  
COUNTY OF MIDLAND ) SS

The foregoing instrument was acknowledged before me this 31st day of July, 19 79, by Charles L. Hall.

My commission expires: March 31, 1981  
Betty H. Amick  
Notary Public



CONSENT AND RATIFICATION  
COMMUNITIZATION AGREEMENT FOR THE NO. 1 GOVERNMENT "AC"  
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST  
*[Signature]*  
Address: P. O. Box 1658  
Carlsbad, New Mexico 88220

BARBER OIL, INC.  
By *[Signature]*  
President

Tract No.: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, as Attorney-in-Fact, on behalf of \_\_\_\_\_, a \_\_\_\_\_ corporation.

My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF New Mexico )  
COUNTY OF Eddy ) SS

The foregoing instrument was acknowledged before me this 31st day of July, 1979, by Robert S. Light, President of Barber Oil, Inc., a New Mexico corporation, on behalf of said corporation.

My commission expires:  
25 February 1983

*[Signature]*  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_.

My commission expires:

\_\_\_\_\_  
Notary Public

CONSENT AND RATIFICATION  
COMMUNITIZATION AGREEMENT FOR THE NO. 1 GOVERNMENT "AC"  
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

Joanna W. Light  
Address: BARBER OIL, INC.  
P. O. Box 1658  
Carlsbad, New Mexico 88220

Robert S. Light  
ROBERT S. LIGHT

Joanna W. Light  
JOANNA W. LIGHT

d/b/a THE LIGHT COMPANY

Tract No.: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, as Attorney-in-Fact, on behalf of \_\_\_\_\_, a \_\_\_\_\_ corporation.

My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF New Mexico )  
COUNTY OF Eddy ) SS

The foregoing instrument was acknowledged before me this 31st day of July, 1979, by Robert S. Light and Jo Anna W. Light his wife, d/b/a THE LIGHT COMPANY

My commission expires:

24 February 1983

Jan M. Brewer  
Notary Public



CONSENT AND RATIFICATION  
COMMUNITIZATION AGREEMENT FOR THE NO. 1 GOVERNMENT "AC"  
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

*Donald L. Killgore*  
DONALD L. KILLGORE

Address: W BARBER OIL, INC.  
P. O. Box 1658  
Carlsbad, New Mexico 88220

Tract No.: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, as Attorney-in-Fact, on behalf of \_\_\_\_\_, a \_\_\_\_\_ corporation.

My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF New Mexico )  
COUNTY OF Eddy ) SS

The foregoing instrument was acknowledged before me this 31st day of July, 19 79, by Donald L. Killgore.

My commission expires:

25 May 1982  
*Donald L. Killgore*  
Notary Public

CONSENT AND RATIFICATION  
COMMUNITIZATION AGREEMENT FOR THE NO. 1 GOVERNMENT "AC"  
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST: J. Ray Hobbs  
J. RAY HOBBS

Address: 7 BARBER OIL, INC.  
P. O. Box 1658  
Carlsbad, New Mexico 88220

Tract No.: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, as Attorney-in-Fact, on behalf of \_\_\_\_\_, a \_\_\_\_\_ corporation.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF New Mexico )  
COUNTY OF Eddy ) SS

The foregoing instrument was acknowledged before me this 31st day of July, 1979, by J. Ray Hobbs.

My commission expires: 25 May 1982

J. Ray Hobbs  
Notary Public

CONSENT AND RATIFICATION  
COMMUNITIZATION AGREEMENT FOR THE NO. 1 GOVERNMENT "AC"  
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:  
*[Signature]*  
Sr. V.P. & Cashier  
CARLSBAD NATIONAL BANK  
Address: ~~XXXXXXXXXX~~  
P. O. Box ~~XXXX~~ 1359  
Carlsbad, New Mexico 88220

BY *[Signature]*  
CARLSBAD NATIONAL BANK, Trustee for:  
Bradley W. Light  
Robert M. Light  
Stanley W. Light  
Neil T. Christensen  
Thayer P. Christensen

Tract No.: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, as Attorney-in-Fact, on behalf of \_\_\_\_\_, a \_\_\_\_\_ corporation.

My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF New Mexico )  
COUNTY OF Eddy ) SS

The foregoing instrument was acknowledged before me this 30th day of July, 1979, by Charles H. Storm, Sr. V.P. & T.O. of Carlsbad National Bank, a N.M. corporation, on behalf of said corporation.

My commission expires:

10-6-80  
*[Signature]*  
Notary Public

STATE OF NEW MEXICO, County of Eddy, ss. I hereby certify that this instrument was filed for record on the 9 day of November, A. D. 1979, at 1:00 o'clock P. M., and duly recorded in Book 178, Page 622 of the Records of Miscellaneous of said County.

GERALDINE MAHAFFEY, County Clerk

By *[Signature]* Deputy

My commission expires:

\_\_\_\_\_  
Notary Public

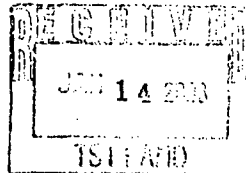


## United States Department of the Interior

BUREAU OF LAND MANAGEMENT  
ROSWELL FIELD OFFICE  
2909 West Second Street  
Roswell, New Mexico 88201-2019

IN REPLY REFER  
SRM-1412  
3105.2 (06300)

JAN 13 2003



OXY USA WTP, LP  
Attention: Douglas W. Hurlbut  
P. O. Box 50250  
Midland, TX 79710

Gentlemen:

Your letter of January 8, 2003, requests that Communitization Agreement No. SRM-1412 which embraces the S1/2 sec. 15, T. 20 S., R. 28 E., Eddy County, New Mexico, be amended to include the Morrow formation.

Inasmuch as the agreement only covers the Wolfcamp formation, we hereby amend Communitization Agreement No. SRM-1412 to include the Morrow formation.

The agreement remains in force and effect as of the original approval date October 22, 1979. Please furnish all interested principals with appropriate evidence of this amendment.

Sincerely,

Mary Lou Ormseth  
Legal Instruments Examiner,  
Lands and Minerals