

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN LETTER AGREEMENT
DATED JUNE 12, 1973, BETWEEN J. M. HUBER CORPORATION AND
JOSEPH I. O'NEILL, JR.

452

MODEL FORM OPERATING AGREEMENT-1956
Non-Federal Lands

OPERATING AGREEMENT

DATED

October 15, 1968,

FOR UNIT AREA IN TOWNSHIP 24 South, RANGE 26 East

Eddy COUNTY, STATE OF New Mexico

EXHIBIT

B

Published and for Sale by
ROSS-MARTIN CO.

Box 800
Tulsa, Oklahoma

Form 610

BEFORE THE COMMISSION
Santa Fe, New Mexico
Case No. 13139 Exhibit No. 4
Submitted by:

GRUY PETROLEUM MANAGEMENT CO.
Hearing Date: November 20, 2003

This agreement may be signed in counterpart, and shall be binding upon the parties and upon their successors, representatives and assigns.

PENNZOIL UNITED INC.



Mervin G. Mitchell

Assistant Secretary

By

L. C. Edwards
Vice President

OPERATOR

UNION TEXAS PETROLEUM, A DIVISION
OF ALLIED CHEMICAL CORPORATION

ATTEST:

By

Roger W. Strickland
Director - Exploration

WITNESS

Anne Fleming

Joseph I. O'Neill, Jr.
Individually and as Agent
and Attorney in Fact for
Catherine C. O'Neill

Non-Operators



Mervin G. Mitchell

Assistant Secretary

STETCO '68, LTD., a limited part
By: PENNZOIL UNITED, INC., its
General Partner

By

L. C. Edwards
Vice President

45264

AMENDMENT TO JOINT OPERATING AGREEMENT

THIS AMENDMENT instrument made and entered into this 9th day of May, 1973 by and between Pennzoil Company, hereinafter called "Operator" and Joseph I. O'Neill, Jr., dealing in his sole and separate property, Wainoco, Inc., Allied Chemical Corporation and Tom Brown, Inc., hereinafter collectively called "Non-Operators".

W I T N E S S E T H:

A. Reference is made to that certain Joint Operating Agreement dated October 15, 1968, by and between Operator and Non-Operators (or said parties' predecessors in title) pertaining to operations for oil and gas on the following described lands in Eddy County, New Mexico, to-wit:

Township 24 South, Range 26 East, N.M.P.M.

Section 9: N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
Section 10: All
Section 11: All
Section 14: All
Section 15: All
Section 21: E $\frac{1}{2}$
Section 22: All

Said Joint Operating Agreement is hereby incorporated by reference herein for all purposes.

B. Operator and Non-Operators are now desirous of amending said Joint Operating Agreement in order to extend the terms and provisions of said Joint Operating Agreement such that it covers and controls the operations for all of the leases and lands committed thereto for all horizons from the surface down to the base of the Morrow formation.

NOW, THEREFORE, for and in consideration of the premises and Ten Dollars (\$10.00) cash in hand paid to each of the parties hereto by each of the other parties, it is hereby agreed as follows:

1. Operator and Non-Operators agree that notwithstanding any of the original terms or provisions of the above described Joint Operating Agreement or the Farmout Agreement or Agreements on which said Joint Operating Agreement is based, said Joint Operating Agreement be and the same is hereby amended to the extent necessary to extend all terms and provisions of said Joint Operating Agreement to cover and control the operations for all interests in oil and gas leases and lands committed thereto for all horizons from the surface down to the base of the Morrow formation.

2. Said above described Joint Operating Agreement is hereby ratified and confirmed by all parties hereto and the same is acknowledged to be in full force and effect, as hereby amended. Said Joint Operating Agreement as amended hereby shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

3. This amendment instrument may be executed in multiple counterparts, no one of which need be executed by all parties hereto. All such counterparts together shall constitute one and the same instrument.

EXHIBIT

EXECUTED the day and year first hereinabove written.

PENNZOIL COMPANY

By: W. C. Hayes
Agent and Attorney-in-Fact

Joseph I. O'Neill

WAINOCO, INC.

By:
President

ATTEST

T. B. [Signature]
Secretary

ALLIED CHEMICAL CORPORATION

By: Roger W. [Signature]
Attorney-in-Fact

Attest:

John [Signature]
Asst. Sec.

TOM BROWN, INC.

By: [Signature]
President

STATE OF TEXAS)
COUNTY OF MIDLAND) ss.

The foregoing instrument was acknowledged before me this 7th day of June, 1973 by W. C. HAYES, Agent and Attorney-in- of PENNZOIL COMPANY, a Delaware corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

June 1, 1975

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 1973, by Joseph I. O'Neill, dealing in his sole and separate property.

Notary Public

My Commission Expires:

EXECUTED the day and year first hereinabove written.

PENNZOIL COMPANY

By: _____
President

Joseph I. O'Neill, Jr.
Joseph I. O'Neill, Jr.

WAINOCO, INC.

By: _____
President

ALLIED CHEMICAL CORPORATION

By: _____
Attorney-in-Fact

Attest:
John Neill
Asst. Sec.

TOM BROWN, INC.

By: Robert L. Paul
President

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 1973 by President of PENNZOIL COMPANY, 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 March, 1973, by Joseph I. O'Neill, Jr., dealing in his sole and separate property.

Francis A. Fleming
Notary Public

My Commission Expires:

June 1, 1973

STATE OF Texas)
) ss.
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 22
day of June, 1973, by Sharon Rodricks,
President of WAINOCO, INC., a corporation,
on behalf of said corporation.

Sharon Rodricks
Notary Public

My Commission Expires:

June 1, 1973
SHARON RODRICKS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973

STATE OF Texas)
) ss.
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 17
day of June, 1973, by ROGER W. STONEBURNER
Attorney-in-Fact for ALLIED CHEMICAL CORPORATION, a corporation,
on behalf of said corporation.

Addie L. Butel
Notary Public

My Commission Expires:

Addie L. BUTEL
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973

STATE OF Texas)
) ss.
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 22
day of June, 1973, by Tom Brown, Inc.,
President of TOM BROWN, INC., a corporation,
on behalf of said corporation.

Addie L. Butel
Notary Public

My Commission Expires:

June 1, 1973