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Schedule Showing All Lands and Leases Within the Red Hills North Unit

Description of Lands Acres	Total		
Date	and Expiration	Serial Number	
and Percentage	and Expiration Basic Royalty Owner		l ea Cou
and Percentage Lessee of Record			Lea County, New Mexico
Overriding Royalty and Percentage			
Working Interest and Percenta			

	3 Town Secti Secti Secti	2 Town Sect	1 Tow Sect Sect	Tract No. Desc
	Township 25 South, Range 34 East Section 6: Lots 6, 7, E/2 SVV/4 Section 7: Lots 3, 4, SE/4 SVV/4 Section 8: VV/2 SVV/4	Township 25 South Range 33 East Section 1: Lot 2, S/2, SW/4 NE/4	Township 25 South, Range 33 East Section 1: Lot 3, SE/4 NW/4 Section 12: All	Description of Lands
	159.26 119.15 80	399 9	79 89 640	Total Acres
	NM 18640 A 8/1/83	NM 19859 1/1/84	NM 30400 7/1/87	Serial Number and Expiration Basic Royalty Owner Date and Percentage
	USA	NSV	NSA	er In Basic Romand Pe
	Jacob Tahımesian 12.50%	C. C. Bateman 12.50%	Jaroslav O. Vrana 12 50%	asic Royalty Owner and Percentage Lessee of Record
	Atan Jochimsen Barbara Ann Woods Boley B Embrey Danielle Hannifin Edward R. Hudson, Jr. Holly Schertz Josephine T. Hudson Kathleen Hannifin Bullard Estate Shange Oil Company	Erik C. Batemen Mortimer M. Merritt Glenda Christian Young James H. Stone, Inc. Chapman H. Snodgross	Jar Rei Sei	d Overriding Royally and Percentage
0.25000000% 0.25000000% 0.125000000% 0.30555700% 0.12500000% 0.32812500% 0.32812500% 0.32812500% 0.32812500% 0.32812500% 0.32812500% 0.32812500% 0.32812500%	0.66666700% 0.30555600% 0.12500000% 0.30555700% 0.40635000% 0.30555700% 0.21870000% 0.30555600%	1 56250000% Hallwood Pe 0.49997000% Roden Asso 1.56250000% Roden Parti 1.31250000% Michael She 1.31250000% Sol West III	i	d Percentage
	0.66666700% Roden Associates Ltd. 0.30555600% Roden Participants Ltd. 0.12500000% EOG Resources, Inc. 0.30555700% 0.40635000% 0.30555700% 0.21870000%	1 56250000% Hallwood Petroleum Inc. 0.49997000% Roden Associates Ltd. 1.56250000% Roden Participants Ltd. 1.31250000% Michael Shearn 1 31250000% Sol West III EOG Resouces, Inc.	3.00000000% Hallwood Petroleum Inc. 3.00000000% Roden Associates Ltd. Roden Participants Ltd. Michael Shearn Sol West III EOG Resouces, Inc.	Working Interest and Percentage
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BEFORE THE OIL CONSERVATION DIVISION
Santa Fe, New Mexico
Case No. 12399 & 12329 Exhibit No. 2
Submitted by:
EOG Resources, Inc.
Hearing Date: May 18, 2000

Exhibit "8"
Schedule Showing All Lands and Leases
Within the Red Hills North Unit
Lea County, New Mexico

7 Township 25 South, Range 34 East Section 18: Lots 1-4, E/2 and E/2 W/2 6	6 Township 25 South, Range 34 East Section 7: NE/4 SW/4, SE/4 NW/4	Township 25 South, Range 33 East Section 13: N/2, E/2 SE/4 Township 25 South, Range 34 East Section 7: Lots 1 & 2, NE/4, NE/4 NW/4 2	Tract No. Description of Lands
638.56	80 Z	400	Se Total ar Acres
NM 24490 3/1/85	NM E 1924 2 6/10/58	NM 19623 12/1/83 12/1/83 A/1/83	Serial Number and Expiration Date
USA 12,50%	State of New Mexico W. A Yeager 12.50%	% %	Basic Royall and Perce
Janice A. Lindsay E	v. A Yeager	_	Lea County, New Mexico y Owner nlage Lessee of Record
Estelle C. Haefele Kelly Revocable Trust James W. Haefele John G. Andrikopoulos Judy K. Andrikopoulos Junice A. Kruzich Dorollhy J. Tucker Trust A. G. Andrikopoulos Resources. Inc.		The Beveridge Company Armadillo Prego Bravo-I LLC Alan Jochimsen Ben B. Hutchinson Estate Trust Robert N. Enfield Sunshine Company Ann Hutchinson Krull Mona L. Coffield Bryan Belt Family Limited Bryan Bett Family Limited Partnership #1 Marilyn J. Clifford Individual Retirement Account States Inc. EOG Resources, Inc	Overriding Royally and Percenlage
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100.000000000%	0.78030000% 1. 3.90140000% 95.31830000%	100 00000000% 0.78030000% 9. 3 90140000% 95 31830000%	and Percentage

Exhibit "B"

Schedule Showing All Lands and Leases
Within the Red Hills North Unit
Lea County, New Mexico

10	9	æ	Tract
Township 25 South, Range 34 East Section 6: W/2 SE/4	Township 25 South, Range 34 East Section 7: SE/4	Township 25 South, Range 34 East Section 17: W/2, SW/4 NE/4, W/2 SE/4	Tract No. Description of Lands
80	160	440	Total Acres
NM 30400 7/1/87	NM 19625 1/1/84	NM 94108 12/1/04	Serial Number and Expiration Basic Royally Owner Date and Percentage
ASU	USA	NSV	n Basic R and F
12.50%	12.50%	12.50%	
Jaroslav O. Vrana	Lillie M. Yates	Daniel E. Gonzales	Lessee of Record
Jarmila Vrana 1989 Revocable Trust Serba Revocable Trust	Estate of Lillie M. Yales		Overriding Royally and Percentage
0.30000000% 0.30000000%	6.250000000%		d Percenlage
0.30000000% Roden Associates Ltd. 0.30000000% Roden Participants Ltd. EOG Resources, Inc.	6.250000000% FOG Resources, Inc.	EOG Resources, Inc.	Working Interest and Percentage
0.78030000% 3.90140000% 95.31840000%	100 00000000%	100 00000000%	id Percentage

Recapitulation

3555 81 Total Unit Acres	80 Acres of State of New Mexico Lands 3475.81 Acres of Bureau of Land Management Lands
100.000000%	2.249839% 97.750161%

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Seog resources

O I ract Numbers as Listed on Exhibit "B"

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Federal 3475.81

RED HILLS NORTH

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	36	31	32	33	34
	①	6 ③ ⑩ U.s. U.s	5	4	3
	① 12 u.s.	(6), U.S. STATE U.S. (3) U.S. (9)	3	9	10
1	④ 13 u.s.	7 18 u.s.	17 • U.s.	16 259	15
	24	19	20	34E 21	22
	25	30	29	28	27

RED HILLS NORTH EXHIBIT "A"

 Federal
 3475.81

 State
 80.00

 Total
 3555.81

 Unit Outline
 - - -

O Tract Numbers as Listed on Exhibit "B"

Seog resources

STATE/FEDERAL/FEE WATERFLOOD UNIT

UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE

Red Hills North		_ UNIT AREA
Lea	_ COUNTY,	NEW MEXICO
NO		

Page

UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE

Red Hills North UNI

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UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION

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COUNTY, NEW MEXICO
THIS AGREEMENT, entered into as of the 1st day of March 2000, by and between the parties subscribing, radifying, or consending hereto, and herein referred to as the "parties hereto,"
WITNESSETH:
WHEREAS, the parties hereto are the owners of working, royalty or other oil and gas interests in the Unit Area subject to this Agreement; and
WHEREAS, the Mineral Leasing Act of February 25, 1920, 41 Stat. 437, as amended, 30 U.S.C. Sec. 181 et seq., authorizes Federal lessees and their representatives to unite with each other, or jointly or separately with others, in collectively adopting and operating a cooperative of unit plan of development or operation of any oil or gas pool, field, or like area, or any part thereof for the purpose of more properly conserving the natural resources thereof whenever determined and certified by the Secretary of the Interior to be necessary or advisable in the public interest; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Section 1, Chapter 88, Laws 1943, as amended by Section 1 of Chapter 176, Laws of 1961) (Chapter 19, Article 10, Section 45, New Mexico Smittes 1978 Annomical), to consent to and approve the development or operation of State lands under agreements made by lessees of State land jointly or severally with other lessees where such agreements provide for the unit operation or development of part of or all of any oil or gas pool, field or area; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Section 1) Chapter 88, Laws 1943, as amended by Section 1, Chapter 162, Laws of 1951) (Chapter 19, Article 10, Section 47, New Mexico Statutes 1973) Annotated) to amend with the approval of lessee, evidenced by the lessee's execution of such agreement or otherwise, any oil and gas lease embracing State lands so that the length of the term of said lease may coincide with the term of such agreements for the unit operation and development of part or all of any oil or gas pool, field or area; and

WHEREAS, the Oil Conservation Division of the State of New Mexico (hereinafter referred to as the "Division") is authorized by an Act of the Legislature (Chapter 72, Laws of 1935 as amended) (Chapter 70, Article 2, Section 2 et seq., New Mexico Statutes 1978 Annotated) to approve this Agreement and the conservation provisions hereof; and

WHEREAS, the Oil Conservation Division of the Energy and Minerals Department of the State of New Mexico is authorized by law (Chapter 65, Article 3 and Article 14, N.M.S. 1953 Annotated) to approve this Agreement and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interest in the Unit Area covering the land hereinafter described to give reasonably effective control of operations therein; and

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 interest in the below-defined Unit Area, and agree severally among themselves as follows:

SECTION 1. ENABLING ACT AND REGULATIONS. The Mineral Leasing Act of February 25, 1920, as amended, supra, and all valid pertinent regulations, including operating and unit plan regulations, heretofore issued thereunder or valid, pertinent, and reasonable regulations hereafter issued thereunder are accepted and made a part of this Agreement as to Federal lands, provided such regulations are not inconsistent with the terms of this Agreement; and as to non-Federal lands, the oil and gas operating regulations in effect as of the Effective Date hereof governing drilling and producing operations, not inconsistent with the terms hereof or the laws of the state in which the non-Federal land is located, are hereby accepted and made a part of this Agreement.

SECTION 2. <u>UNIT AREA AND DEFINITIONS.</u> For the purpose of this Agreement, the following terms and expressions as used herein shall mean:

Township 25 South, Range 33 East, N.M.P.M. Section: 12 N/2, E/2 SE/4 Section 13 Lots 2, 3, SE/4 NW/4, SW/4 NE/4, S/2 Section: 1 Rev. 1/92 Township 25 South, Range 34 East, N.M.P.M. Section: 18 17 W/2, SW/4 NE/4, W/2 SE/4 Section: Section: 7 6 SW/4, W/2 SE/4 Section: W/2 SW/4 Section:

- (a) "Unit Area" is defined as those lands described in Exhibit "B" and depicted on Exhibit "A" hereof, and such land is hereby designated and recognized as constituting the Unit Area, containing 3,555.81 acres, more or less, in Lea County, New Mexico
- (b) "Land Commissioner", is defined as the Commissioner of Public Lands of the State of New Mexico.
- (c) "Division" is defined as the Oil Conservation Division of the Department of Energy and Minerals of the State of New Mexico.
- (d) "Authorized Officer" or "A.O." is any employee of the Bureau of Land Management who has been delegated the required authority to act on behalf of the BLM.
- (e) "Secretary" is defined as the Secretary of the Interior of the United States of America, or his duly authorized delegate.
- (f) "Department" is defined as the Department of the Interior of the United States of America.
- (g) "Proper BLM Office" is defined as the Bureau of Land Management office having jurisdiction over the federal lands included in the Unit Area.
- (h) "Unitized Formation" shall mean that interval underlying the Unit Area, the vertical limits of which extend from an upper limit described as at the top of the Third Bone Spring Sand, to a lower limit at the base of the Third Bone Spring Sand; the geologic markers having been previously found to occur at 12,233 feet and 12,408 feet, respectively, in EOG Resources Inc.'s Hallwood "12" Federal No. 6 well (located 660 feet FEL and 1,980 feet FNL of Section 12, T-25-S, R-33-E, Lea County, New Mexico) as recorded on the EOG Resources, Inc.'s Hallwood "12" Federal No. 6 Atlas Wireline Service Compensated Density Neutron Log run on June 25, 1994, said log being measured from a kelly drive bushing elevation of 3,430 feet above sea level.
- (i) "Unitized Substances" are all oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid or liquefiable hydrocarbons, other than outside substances, within and produced from the Unitized Formation.
- (j) "Tract" is each parcel of land described as such and given a Tract number in Exhibit "B".
- (k) "Tract Participation" is defined as the percentage of participation shown on Exhibit "B" for allocating Unitized Substances to a Tract under this agreement.
- (l) "Unit Participation" is the sum of the percentages obtained by multiplying the Working Interest of a Working Interest Owner in each Tract by the Tract Participation of such Tract.
- (m) "Working Interest" is the right to search for, produce and acquire Unitized Substances whether held as an incident of ownership of mineral fee simple title, under an oil and gas lease, operating agreement, or otherwise held, which interest is chargeable with and obligated to pay or bear, either in cash or out of production, or otherwise, all or a portion of the cost of drilling, developing and producing the Unitized Substances from the Unitized Formation and operations thereof hereunder. Provided that any royalty interest created out of a working interest subsequent to the execution of this Agreement by the owner of the working interest shall continue to be subject to such working interest burdens and obligations.
- (n) "Working Interest Owner" is any party hereto owning a Working Interest, including a carried working interest owner, holding an interest in Unitized Substances by virtue of a lease, operating agreement, fee title or otherwise. The owner of cil and gas rights that are free of lease or other instrument creating a Working Interest in another shall be regarded as a Working Interest Owner to the extent of seven-eighths (7/8) of his interest in Unitized Substances, and as a Royalty Owner with respect to his remaining one-eighth (1/8) interest therein.
- (o) "Royalty Interest" or "Royalty" is an interest other than a Working Interest in or right to receive a portion of the Unitized Substances or the proceeds thereof and includes the royalty interest reserved by the lessor or by an oil and gas lease and any overriding royalty interest, oil payment interest, net profit contracts, or any other payment or burden which does not carry with it the right to search for and produce unitized substances.
- (p) "Royalty Owner" is the owner of a Royalty Interest.
- (q) "Unit Operating Agreement" is the agreement entered into by and between the Unit Operator and the Working Interest Owners as provided in Section 9, infra, and shall be styled "Unit Operating Agreement. Red Hills North Unit, Lea County, New Mexico.

- (r) "Oil and Gas Rights" is the right to explore, develop and operate lands within the Unit Area for the production of Unitized Substances, or to share in the production so obtained or the proceeds thereof.
- (s) "Outside Substances" is any substance obtained from any source other than the Unitized Formation and injected into the Unitized Formation.
- (t) "Unit Manager" is any person or corporation appointed by Working Interest Owners to perform the duties of Unit Operator until the selection and qualification of a successor Unit Operator as provided for in Section 7 hereof.
- (u) "Unit Operator" is the party designated by Working Interest Owners under the Unit Operating Agreement to conduct Unit Operations.
- (v) "Unit Operations" is any operation conducted pursuant to this Agreement and the Unit Operating Agreement.
- (w) "Unit Equipment" is all personal property, lease and well equipment, plants, and other facilities and equipment taken over or otherwise acquired for the joint account for use in Unit Operations.
- (x) "Unit Expense" is all cost, expense, or indebtedness incurred by Working Interest Owners or Unit Operator pursuant to this Agreement and the Unit Operating Agreement for or on account of Unit Operations.
- (y) "Effective Date" is the date determined in accordance with Section 24, or as re-determined in accordance with Section 39.
- EXHIBITS. The following exhibits are incorporated herein by reference: Exhibit "A" attached hereto is a map SECTION 3. showing the Unit Area and the boundaries and identity of tracts and leases in said Unit 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 comprising each Tract, percentages and kind of ownership of oil and gas interests in all land in the Unit Area, and Tract Participation of each Tract, 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 in said map or schedule as owned by such party. The shapes and descriptions of the respective Tracts have been established by using the best information available. Each Working Interest Owner is responsible for supplying Unit Operator with accurate information relating to each Working Interest Owner's interest. If it subsequently appears that any Tract, because of diverse royalty or working interest ownership on the Effective Date hereof, should be divided into more than one Tract, or when any revision is requested by the A.O., or any correction of any error other than mechanical miscalculations or clerical is needed, then the Unit Operator, with the approval of the Working Interest Owners, may correct the mistake by revising the exhibits to conform to the facts. The revision shall not include any reevaluation of engineering or geological interpretations used in determining Tract Participation. Each such revision of an exhibit made prior to thirty (30) days after the Effective Date shall be effective as of the Effective Date. Each other such revision of an exhibit shall be effective at 7:00 a.m. on the first day of the calendar month next following the filing for record of the revised exhibit or on such other date as may be determined by Working Interest Owners and set forth in the revised exhibit. Copies of such revision shall be filed with the Land Commissioner, and not less than four copies shall be filed with the A.O. In any such revision, there shall be no retroactive allocation or adjustment of Unit Expense or of interests in the Unitized Substances produced, or proceeds thereof.
- SECTION 4. <u>EXPANSION</u>. The above described Unit Area may, with the approval of the A.O. and Land Commissioner, when practicable be expanded to include therein any additional Tract or Tracts regarded as reasonably necessary or advisable for the purposes of this Agreement provided, however, in such expansion there shall be no retroactive allocation or adjustment of Unit Expense or of interests in the Unitized Substances produced, or proceeds thereof. Pursuant to Subsection (b), the Working Interest Owners may agree upon an adjustment of investment by reason of the expansion. Such expansion shall be effected in the following manner:
 - (a) The Working Interest Owner or Owners of a Tract or Tracts desiring to bring such Tract or Tracts into this unit, shall file an application therefor with Unit Operator requesting such admission.
 - (b) Unit Operator shall circulate a notice of the proposed expansion to each Working Interest Owner in the Unit Area and in the Tract proposed to be included in the unit, setting out the basis for admission, the Tract Participation to be assigned to each Tract in the enlarged Unit Area and other pertinent data. After negotiation (at Working Interest Owners' meeting or otherwise) if at least three Working Interest Owners having in the aggregate seventy-five percent (75%) of the Unit Participation then in effect have agreed to inclusion of such Tract or Tracts in the Unit Area, then Unit Operator shall:
 - 1. After obtaining preliminary concurrence by the A.O. and Land Commissioner, prepare a notice of proposed expansion describing the contemplated changes in the boundaries of the Unit Area, the reason therefor, the basis for admission of the additional Tract or Tracts, the Tract Participation to be assigned thereto and the proposed effective date thereof; and

- 2. Deliver copies of said notice to Land Commissioner, the A.O. at the proper BLM Office, each Working Interest Owner and to the last known address of each lessee and lessor whose interests are affected, advising such parties that thirty (30) days will be allowed for submission to the Unit Operator of any objection to such proposed expansion; and
- 3. File, upon the expiration of said thirty (30) day period as set out in (2) immediately above with the Land Commissioner and A.O. the following: (a) evidence of mailing or delivering copies of said notice of expansion; (b) an application for approval of such expansion; (c) an instrument containing the appropriate joinders in compliance with the participation requirements of Section 14, and Section 34, infra; and (d) a copy of all objections received along with the Unit Operator's response thereto.

The expansion shall, after due consideration of all pertinent information and approval by the Land Commissioner and the A.O., become effective as of the date prescribed in the notice thereof, preferably the first day of the month subsequent to the date of notice. The revised Tract Participation of the respective Tracts included within the Unit Area prior to such enlargement shall remain the same ratio one to another.

SECTION 5. <u>UNITIZED LAND.</u> All land committed to this Agreement as to the Unitized Formation shall constitute land referred to herein as "Unitized Land" or "Land subject to this Agreement". Nothing herein shall be construed to unitize, pool, or in any way affect the oil, gas and other minerals contained in or that may be produced from any formation other than the Unitized Formation as defined in Section 2 (h) of this Agreement.

SECTION 6. <u>UNIT OPERATOR.</u> <u>EOG Resources, Inc.</u> is hereby designated the Unit Operator, and by signing this instrument as Unit Operator, agrees and consents to accept the duties and obligations of Unit Operator for the operation, 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, when such interest are owned by it and the term "Working Interest Owner" when used herein shall include or refer to the Unit Operator as the owner of a Working Interest when such an interest is owned by it.

Unit Operator shall have a lien upon interests of Working Owners in the Unit Area to the extent provided in the Unit Operating Agreement.

SECTION 7. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the right to resign at any time, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and remanate Unit Operator's rights as such for a period of six (6) months after written notice of intention to resign has been given by Unit Operator to all Working Interest Owners, the Land Commissioner and the A.O. unless a new Unit Operator shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

The Unit Operator shall, upon default or failure in the performance of its duties and obligations hereunder, be subject to removal by Working Interest Owners having in the aggregate eighty percent (80%) or more of the Unit Participation then in effect exclusive of the Working Interest Owner who is the Unit Operator. Such removal shall be effective upon notice thereof to the Land Commissioner and the A.O.

In all such instances of effective resignation or removal, until a successor to Unit Operator is selected and approved as hereinafter provided, the Working Interest Owners shall be jointly responsible for the performance of the duties of the Unit Operator and shall, not later than thirty (30) days before such resignation or removal becomes effective, appoint a Unit Manager to represent them in any action to be taken hereunder.

The resignation or removal of Unit Operator under this Agreement shall not terminate its 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 wells, equipment, books and records, materials, appurtenances and any other assets used in connection with the Unit Operations to the new duly qualified successor Unit Operator or to the Unit Manager if no such new Unit Operator is elected. Nothing herein shall be construed as authorizing the removal of any material, equipment or appurtenances needed for the preservation of any wells. Nothing herein contained shall be construed to relieve or discharge any Unit Operator or Unit Manager who resigns or is removed hereunder from any liability or duries accruing or performable by it prior to the effective date of such resignation or removal.

SECTION 8. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall tender its resignation as Unit Operator or shall be removed as hereinabove provided, the Working Interest Owners shall select a successor Unit Operator as herein provided. 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 Land Commissioner and the A.O. If no successor Unit Operator or Unit Manager is selected and qualified as herein provided, the Land Commissioner and/or the A.O., at their election, may declare this Agreement terminated.

In selecting a successor Unit Operator, the affirmative vote of three or more Working Interest Owners having a total of sixty-five percent (65%) or more of the total Unit Participation shall prevail; provided that if any one Working Interest Owner has a Unit Participation of more than thirty-five percent (35%), its negative vote or failure to vote shall not be regarded as sufficient unless supported by the vote of one or more other

Working Interest Owners having a total Unit Participation of at least five percent (5%). If the Unit Operator who is removed votes only to succeed itself or fails to vote, the successor Unit Operator may be selected by the affirmative vote of the owners of at least seventy-five percent (75%) of the Unit Participation remaining after excluding the Unit Participation of Unit Operator so removed.

SECTION 9. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT.

Costs and expenses incurred by Unit Operator in conducting Unit Operations hereunder shall be paid, apportioned among and borne by the Working Interest Owners in accordance with the Unit Operating Agreement. Such Unit Operating Agreement shall also provide the manner in which the Working Interest Owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases or other contracts and such other rights and obligations as between Unit Operator and the Working Interest Owners as may be agreed upon by the Unit Operator and the Working Interest Owners; however, no such Unit Operating Agreement shall be deemed either to modify any of the terms and conditions of this Agreement or to relieve the Unit Operator of any right or obligation established under this Agreement, and in case of any inconsistency or conflict between this Agreement and the Unit Operating Agreement, this Agreement shall prevail. Copies of any Unit Operating Agreement executed pursuant to this Section shall be filed with the Land Commissioner and with the A.O. at the Proper BLM Office as required prior to approval of this Agreement.

SECTION 10. <u>RIGHTS AND OBLIGATIONS OF UNIT OPERATOR</u>. Except as otherwise specifically provided herein, the exclusive right, privilege and duty of exercising any and all rights of the parties hereto including surface rights 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. Upon request, acceptable evidence of tide 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.

SECTION 11. PLAN OF OPERATIONS. It is recognized and agreed by the parties hereto that all of the land subject to this Agreement is reasonably proved to be productive of Unitized Substances and that the object and purpose of this Agreement is to formulate and to put into effect an improved recovery project in order to effect additional recovery of Unitized Substances, prevent waste and conserve natural resources. Unit Operator shall have the right to inject into the Unitized Formation any substances for secondary recovery or enhanced recovery purposes in accordance with a plan of operation approved by the Working Interest Owners, the A.O., the Land Commissioner and the Division, including the right to drill and maintain injection wells on the Unitized Land and completed in the Unitized Formation, and to use abandoned well or wells producing from the Unitized Formation for said purpose. Subject to like approval, the Plan of Operation may be revised as conditions may warrant.

The initial Plan of Operation shall be filed with the A.O., the Land Commissioner and the Division concurrently with the filing of the Unit Agreement for final approval. Said initial plan of operations and all revisions thereof shall be as complete and adequate as the A.O., the Land Commissioner and the Division may determine to be necessary for timely operation consistent herewith. Upon approval of this Agreement and the initial plan by the A.O. and Commissioner, said plan, and all subsequently approved plans, shall constitute the operating obligations of the Unit Operator under this Agreement for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for like approval a plan for an additional specified period of operations. After such operations are commenced, reasonable diligence shall be exercised by the Unit Operator in complying with the obligations of the approved Plan of Operation.

Norwithstanding anything to the contrary herein contained, should the Unit Operator fail to commence Unit Operations for the secondary recovery of Unitized Substances from the Unit Area within eighteen (18) months after the effective date of this Agreement, or any extension thereof approved by the A.O., this Agreement shall terminate automatically as of the date of default.

SECTION 12. <u>USE OF SURFACE AND USE OF WATER</u>. The parties to the extent of their rights and interests, hereby grant to Unit Operator the right to use as much of the surface, including the water thereunder, of the Unitized Land as may reasonably be necessary for Unit Operations.

Unit Operator's free use of water or brine or both for Unit Operations, shall not include any water from any well, take, pond or irrigation ditch of a surface owner, unless approval for such use is granted by the surface owner.

Unit Operator shall pay the surface owner for damages to growing crops, fences, improvements and structures on the Unitized Land that result from Unit Operations, and such payments shall be considered as items of unit expense to be borne by all the Working Interest Owners of lands subject hereto.

SECTION 13. TRACT PARTICIPATION. In Exhibit "B" attached hereto there are listed and numbered the various Tracts within the Unit Area, and set forth opposite each Tract are figures which represent the Tract Participation, during Unit Operations if all Tracts in the Unit Area qualify as provided herein. The Tract Participation of each Tract as shown in Exhibit "B" was determined in accordance with the following formula:

Tract participation = 33.33% A/B + 33.33% C/D + 33.33% E/F

- A = the Tract Net acre porosity -feet of the Unitized Formation as of July 31, 1999.
- B = the Unit Total Net acre porosity-feet from the Unitized Formation as of July 31, 1999.
- D = the Remaining Primary Oil Reserves from the Unitized Formation for all Unit Tracts, beginning October 1, 1982, as determined by the Technical Committee on February 25, 1983.
- E = the amount of oil produced from the Unitized Formation by the Tract from June 1, 1999, through July 31, 1999.
- F = the amount of oil produced from the Unitized Formation by all Unit Tracts from June 1, 1999, through July 31, 1999,

This tract participation formula will be used for both primary and secondary phases of the Red Hills North Unit.

In the event less than all Tracts are qualified on the Effective Date hereof, the Tract Participation shall be calculated on the basis of all such qualified Tracts rather than all Tracts in the Unit Area.

SECTION 14. TRACTS QUALIFIED FOR PARTICIPATION. On and after the Effective Date hereof, the Tracts within the Unit Area which shall be entitled to participation in the production of Unitized Substances shall be those Tracts more particularly described in Exhibit "B" that corner or have a common boundary (Tracts separated only by a public road or a railroad right-of-way shall be considered to have a common boundary), and that otherwise qualify as follows:

- (a) Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest have become parties to this Agreement and as to which Royalty Owners owning seventy-five percent (75%) or more of the Royalty Interest have become parties to this Agreement.
- (b) Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest have become parties to dus Agreement, and as to which Royalty Owners owning less than seventy-five percent (75%) of the Royalty Interest have become parties to this Agreement, and as to which (1) the Working Interest Owner who operates the Tract and Working Interest Owners owning at least seventy-five percent (75%) of the remaining Working Interest in such Tract have joined in a request for the unclusion of such Tract, and as to which (2) Working Interest Owners owning at least seventy-five percent (75%) of the combined Unit Participation in all Tracts that meet the requirements of Section 14 (a) above have voted in favor of the inclusion of such tract.
- (c) Each Tract as to which Working Interest Owners owning less than one hundred percent (100%) of the Working Interest have become parties to this Agreement, regardless of the percentage of Royalty Interest therein that is committed hereto; and as to which (1) the Working Interest Owner who operates the Tract and Working Interest Owner owning at least seventy-five percent (75%) of the remaining Working Interest in such Tract who have become parties to this Agreement have joined in a request for inclusion of such Tract, and have executed and delivered, or obligated themselves to execute and deliver an indemnity agreement indemnifying and agreeing to hold harmless the other owners of committed Working Interests, their successors and assigns, against all claims and demands that may by made by the owners of Working Interest in such Tract who are not parties to this Agreement, and which arise out of the inclusion of the Tract; and as to which (2) Working Interest Owners owning at least seventy-five percent (75%) of the Unit Participation in all Tracts that meet the requirements of Section 14 (a) and 14 (b) have voted in favor of the inclusion of such Tract and to accept the indemnity agreement. Upon the inclusion of such a Tract, the Tract Participation which would have been attributed to the non-subscribing owners of Working Interest in such Tract, had they become parties to this Agreement and the Unit Operating Agreement, shall be attributed to the Working Interest Owners in such Tract who have become parties to such agreements, and joined in the indemnity agreement, in proportion to their respective Working Interests in the Tract.

If on the Effective Date of this Agreement there is any Tract or Tracts which have not been effectively committed to or made subject to this Agreement by qualifying as above provided, then such Tract or Tracts shall not be entitled to participate hereunder. Unit Operator shall, when submitting this Agreement for final approval by the Land Commissioner and the A.O., file therewith a schedule of those tracts which have been committed and made subject to this Agreement and are entitled to participate in Unitized Substances. Said schedule shall set forth opposite each such committed Tract the lease number or assignment number, the owner of record of the lease, and the percentage participation of such tract which shall be computed according to the participation formula set forth in Section 13 (Tract Participation) above. This schedule of participation shall be revised Exhibit. "B" and upon approval thereof by the Land Commissioner and the A.O., shall become a part of this Agreement and shall govern the allocation of production of Unitized Substances until a new schedule is approved by the Land Commissioner and A.O.

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SECTION 15.A. <u>ALLOCATION OF UNITIZED SUBSTANCES</u>. All Unitized Substances produced and saved (less, save and except any part of such Unitized Substances used in conformity with good operating practices on unitized land for drilling, operating, camp and other production or development purposes and for injection or unavoidable loss in accordance with a Plan of Operation approved by the A.O. and Land Commissioner) shall be apportioned among and allocated to the qualified Tracts in accordance with the respective Tract Participations effective hereunder during the respective periods such Unitized Substances were produced, as set forth in the schedule of participation in Exhibit "B". The amount of Unitized Substances so allocated to each Tract, and only that amount (regardless of whether it be more or less than the amount of the actual production of Unitized Substances from the well or wells, if any, on such Tract) shall, for all intents, uses and purposes, be deemed to have been produced from such Tract.

The Unitized Substances allocated to each Tract shall be distributed among, or accounted for, to the parties entitled to share in the production from such Tract in the same manner, in the same proportions, and upon the same conditions, as they would have participated and shared in the production from such Tracts, or in the proceeds thereof, had this Agreement not been entered into; and with the same legal force and effect.

No Tract committed to this Agreement and qualified for participation as above provided shall be subsequently excluded from participation hereunder on account of depletion of Unitized Substances.

If the Working Interest and/or the Royalty Interest in any Tract are divided with respect to separate parcels or portions of such Tract and owned now or hereafter in severalty by different persons, the Tract Participation shall in the absence of a recordable instrument executed by all owners in such Tract and furnished to Unit Operator fixing the divisions of ownership, be divided among such parcels or portions in proportion to the number of surface acres in each.

SECTION 15.B. EXCESS IMPUTED NEWLY DISCOVERED CRUDE QIL. Each Tract small be allocated any excess impured newly discovered crude oil in the proportion that its Tract Participation bears to the total of the Tract Participations of all Tracts not previously allocated the total number of barrels of crude oil allocable to these Tracts out of unit production in accordance with the Tract Participations of such Tracts; provided, however, that excess imputed newly discovered crude oil allocated to each such Tract, when added to the total number of barrels of imputed newly discovered crude oil previously allocated to it, shall not exceed, in any month, the total number of barrels of oil allocable to it out of unit production in accordance with its Tract Participation.

SECTION 15.C. EXCESS IMPUTED STRIPPER CRUDE OIL. Each Tract shall be allocated any excess imputed stripper crude oil in the proportion that its Tract Participation bears to the total of the Tract Participations of all Tracts not previously allocated the total number of crude oil barrels allocable to these Tracts out of unit production in accordance with the Tract Participations of such Tracts; provided, however, that excess imputed stripper crude oil allocated to each such Tract, when added to the total number of barrels of imputed stripper crude oil previously allocated to it, shall not exceed, in any month, the total number of barrels of oil allocable to it out of unit production in accordance with its Tract Participation.

SECTION 15.D. TAKING UNITIZED SUBSTANCES IN KIND. The Unitized Substances allocated to each Tract shall be delivered in kind to the respective parties entitled thereto by virtue of the ownership of oil and gas rights therein. Each such party shall have the right to construct, maintain and operate all necessary facilities for that purpose within the Unitized Area, provided the same are so constructed, maintained and operated as not to interfere with Unit Operations. Subject to Section 17 hereof, any extra expenditure incurred by Unit Operator by reason of the delivery in kind of any portion of the Unitized Substances shall be borne by the party taking delivery. In the event any Working Interest Owner shall fail to take or otherwise adequately dispose of its proportionate share of the production from the Unitized Formation then so long as such condition continues, Unit Operator, for the account and at the expense of the Working Interest Owner of the Tract or Tracts concerned, and in order to avoid curtailing the operation of the Unit Area, may, but shall not be required to, sell or otherwise dispose of such production to itself or to others, provided that all contracts of sale by Unit Operator of any other party's share of Unitized Substances shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the circumstances, but in no event shall any such contract be for a period in excess of one year, and at not less than the prevailing market price in the area for like production, and the account of such Working Interest Owner shall be charged therewith as having received such production. The net proceeds, if any, of the Unitized Substances so disposed of by Unit Operator shall be paid to the Working Interest Owner of the Tract or Tracts concerned. Notwithstanding the foregoing, Unit Operator shall not make a sale into interstate commerce of any Working Interest Owner's share of gas production without first giving such Working Interest Owner sixty (60) days' notic

Any Working Interest Owner receiving in kind or separately disposing of all or any part of the Unitized Substances allocated to any Tract, or receiving the proceeds therefrom if the same is sold or purchased by Unit Operator, shall be responsible for the payment of all royalty, overriding royalty and production payments due thereon, and each such party shall hold each other Working Interest Owner harmless against all claims, demands and causes of action by owners of such royalty, overriding royalty and production payments.

If, after the Effective Date of this Agreement, there is any Tract or Tracts that are subsequently committed hereto, as provided in Section 4 (Expansion) hereof, or any Tract or Tracts within the Unit Area not committed hereto as of the Effective Date hereof but which are subsequently committed hereto under the provisions of Section 14 (Tracts Qualified for Participation) and Section 32 (Non-joinder and Subsequent Joinder); or if

any Tract is excluded from this Agreement as provided for in Section 21 (Loss of Title), the schedule of participation as shown in Exhibit "B" shall be revised by the Unit Operator; and the revised Exhibit "B", upon approval by the Land Commissioner and the A.O., shall govern the allocation of production on and after the effective date thereof until a revised schedule is approved as hereinabove provided.

SECTION 16. OUTSIDE SUBSTANCES. If gas obtained from formations not subject to this Agreement is introduced into the Unitized Formation for use in repressuring, stimulating of production or increasing ultimate recovery which shall be in conformity with a Plan of Operation first approved by the Land Commissioner and the A.O., a like amount of gas with appropriate deduction for loss or depletion from any cause may be withdrawn from unit wells completed in the Unitized Formation royalty free as to dry gas, but not royalty free as to the products extracted therefrom; provided that such withdrawal shall be at such time as may be provided in the approved Plan of Operation or as otherwise may be consented to or prescribed by the Land Commissioner and the A.O. as conforming to good petroleum engineering practices and provided further that such right of withdrawal shall terminate on the termination date of this Agreement.

SECTION 17. ROYALTY SETTLEMENT. The State of New Mexico and United States of America and all Royalty Owners who, under an existing contract, are entitled to take in kind a share of the substances produced from any Tract unitized hereunder, shall continue to be entitled to such right to take in kind their share of the Unitized Substances allocated to such Tract, and Unit Operator shall make deliveries of such Royalty share taken in kind in conformity with the applicable contracts, laws and regulations. Settlement for Royalty not taken in kind shall be made by Working Interest Owners responsible therefor under existing contracts, laws and regulations on or before the last day of each month for Unitized Substances produced during the preceding calendar month; provided, however, that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any Royalty due under the leases, except that such Royalty shall be computed on Unitized Substances as allocated to each Tract in accordance with the terms of this Agreement. With respect to Federal leases committed hereto on which the royalty rate depends upon the daily average production per well, such average production shall be determined in accordance with the operating regulations pertaining to Federal leases as though the committed Tracts were included in a single consolidated lease.

If the amount of production or the proceeds thereof accruing to any Royalty Owner (except the United States of America) in a Tract depends upon the average production per well or the average pipeline runs per well from such Tract during any period of time, then such production shall be determined from and after the effective date hereof by dividing the quantity of Unitized Substances allocated hereunder to such Tract during such period of time by the number of wells located thereon capable of producing Unitized Substances as of the Effective Date hereof, provided that any Tract not having any well so capable of producing Unitized Substances on the Effective Date hereof shall be considered as having one such well for the purpose of this provision.

All Royalty due the State of New Mexico and the United States of America and the other Royalty Owners hereunder shall be computed and paid on the basis of all Unitized Substances allocated to the respective Tract or Tracts committed hereto, in lieu of actual production from such Tract or Tracts.

With the exception of Federal and State requirements to the contrary, Working Interest Owners may use or consume Unitized Substances for Unit Operations and no Royalty, overriding royalty, production or other payments shall be payable on account of Unitized Substances used, lost, or consumed in Unit Operations.

Each Royalty Owner (other than the State of New Mexico and the United States of America) that executes this Agreement represents and warrants that it is the owner of a Royalty Interest in a Tract or Tracts within the Unit Area as its interest appears in Exhibit "B" attached hereto. If any Royalty Interest in a Tract or Tracts should be lost by title failure or otherwise in whole or in part, during the term of this Agreement, then the Royalty Interest of the party representing himself to be the owner thereof shall be reduced proportionately and the interest of all parties shall be adjusted accordingly.

SECTION 18. <u>RENTAL SETTLEMENT</u>. Rentals or minimum Royalties due on the leases committed hereto shall be paid by Working Interest Owners responsible therefor under existing contracts, laws and regulations provided that nothing herein contained shall operate to relieve the lessess of any land from their respective lease obligations for the payment of any rental or minimum Royalty in lieu thereof, due under their leases. Rental for lands of the State of New Mexico subject to this Agreement shall be paid at the rate specified in the respective leases from the State of New Mexico. Rental or minimum Royalty for lands of the United States of America subject to this Agreement shall be paid at the rate specified in the respective leases from the United States of America, unless such rental or minimum Royalty is waived, suspended or reduced by law or by approval of the Secretary or his duly authorized representative.

SECTION 19. <u>CONSERVATION</u>. 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 Federal and State laws and regulations.

SECTION 20. DRAINAGE. The Unit Operator shall take all reasonable and prudent measures to prevent drainage of Unitized Substances from unitized land by wells on land not subject to this Agreement.

The Unit Operator, upon approval by the Working Interest Owners, the A.O. and the Land Commissioner, is hereby empowered to enter into a borderline agreement or agreements with working interest owners of adjoining lands not subject to this Agreement with respect to operation in the border area for the maximum economic recovery, conservation purposes and proper protection of the parties and interest affected.

SECTION 21. LOSS OF TITLE. In the event title to any Tract of unitized land shall fail and the true owner cannot be induced to join in this Agreement, such Tract shall be automatically regarded as not committed hereto, and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title to any Royalty, Working Interest, or other interests subject thereto, payment or delivery on account thereof may be withheld without liability for interest until the dispute is finally settled; provided, that, as to State or Federal lands or leases, no payments of funds due the United States or the State of New Mexico shall be withheld, but such funds shall be deposited as directed by the A.O. or Land Commissioner (as the case may be) to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

If the title or right of any party claiming the right to receive in kind all or any portion of the Unitized Substances allocated to a Tract is in dispute, Unit Operator at the direction of Working Interest Owners shall either:

- (a) require that the party to whom such Unitized Substance are delivered or to whom the proceeds thereof are paid furnish security for the proper accounting therefor to the rightful owner if the title or right of such party fails in whole or in part, or
- (b) withhold and market the portion of Unitized Substances with respect to which title or right is in dispute, and impound the proceeds thereof until such time as the title or right thereto is established by a final judgement of a court of competent jurisdiction or otherwise to the satisfaction of Working Interest Owners, whereupon the proceeds so impounded shall be paid to the party rightfully entitled thereto.

Each Working Interest Owner shall indemnify, hold harmless, and defend all other Working Interest Owners against any and all claims by any party against the interest attributed to such Working Interest Owner on Exhibit "B".

Unit Operator as such is relieved from any responsibility for any defect or failure of any title hereunder.

SECTION 22. <u>LEASES AND CONTRACTS CONFORMED AND EXTENDED.</u> The terms, conditions and provisions of all leases, subleases and other contracts relating to exploration, drilling, development or operation for oil or gas on lands committed to this Agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect, and the parties hereto hereby consent that the Secretary and the Land Commissioner, respectively, shall and by their approval hereof, or by the approval hereof by their duly authorized representatives, do hereby establish, alter, change or revoke the drilling, producing, rental, minimum Royalty and Royalty requirements of Federal and State leases committed hereto and the regulations in respect thereto to contorm said requirements to the provisions of this Agreement.

Without limiting the generality of the foregoing, all leases, subleases and contracts are particularly modified in accordance with the following:

- (a) The development and operation of lands subject to this Agreement under the terms hereof shall be deemed full performance of all obligations for development and operation with respect to each Tract subject to this Agreement, regardless of whether there is any development of any Tract of the Unit Area, notwithstanding anything to the contrary in any lease, operating agreement or other contract by and between the parties hereto, or their respective predecessors in interest, or any of them.
- (b) Drilling, producing or improved recovery operations performed hereunder shall be deemed to be performed upon and for the benefit of each Tract, and no lease shall be deemed to expire by reason of failure to drill or produce wells situated on the land therein embraced.
- (c) Suspension of drilling or producing operations within the Unit Area pursuant to direction or consent of the Land Commissioner and the A.O., or their duly authorized representatives, shall be deemed to constitute such suspension pursuant to such direction or consent as to each Tract within the Unitized Area.
- (d) Each lease, sublease, or contract relating to the exploration, drilling, development, or operation for oil and gas which by its terms might expire prior to the termination of this Agreement, is hereby extended beyond any such term so provided therein, so that it shall be continued in full force and effect for and during the term of this Agreement.
- (e) Any lease embracing lands of the State of New Mexico which is made subject to this Agreement shall continue in force beyond the term provided therein as to the lands committed hereto until the termination hereof.
- (f) Any lease embracing lands of the State of New Mexico having only a portion of its land committed hereto shall be segregated as to that portion committed and that not committed, and the terms of such lease shall apply separately to such segregated portions

commencing as of the Effective Date hereof. Provided, however, that notwithstanding any of the provisions of this Agreement to the contrary, such lease (including both segregated portions) shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease if oil or gas is, or has heretofore been discovered in paying quantities on some part of the lands embraced in such lease committed to this Agreement or, so long as a portion of the Unitized Substances produced from the Unit Area is, under the terms of this Agreement, allocated to the portion of the lands covered by such lease committed to this Agreement, or, at any time during the term hereof, as to any lease that is then valid and subsisting and upon which the lessee or the Unit Operator is then engaged in bona fide drilling, reworking, or improved recovery operations on any part of the lands embraced in such lease, then the same as to all lands embraced therein shall remain in full force and effect so long as such operations are diligently prosecuted, and if 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 or gas in paying quantities is being produced from any portion of said lands,

(g) The segregation of any Federal lease committed to this Agreement is governed by the following provision in the fourth paragraph of Section 17 (j) of the Mineral Leasing Act, as amended by the Act of September 2, 1960 (74 Stat. 781-784); "Any (Federal) lease heretofore or hereafter committed to any such (unit) plan embracing lands that are in part within and in part outside of the area covered by any such plan shall be segregated into separate leases as to the lands committed and the lands not committed as of the effective date of unitization; provided, however, that any such lease as to the non-unitized portion shall continue in force and effect for the term thereof but for not less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities."

SECTION 23. COVENANTS RUN WITH LAND. The covenants herein shall be construed to be covenants running with the land with respect to the interest 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 by the grantee, transfere or other successor in interest. No assignment or transfer of any Working Interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, or acceptable photostatic or certified copy, of the recorded instrument or transfer; and no assignment or transfer of any Royalty Interest subject hereto shall be binding upon the Working Interest Owner is furnished with the original, or acceptable photostatic or certified copy, of the recorded instrument or transfer.

SECTION 24. <u>EFFECTIVE DATE AND TERM.</u> This Agreement shall become binding upon each party who executes or ratifies it as of the date of execution or ratification by such party and shall become effective on the first day of the calendar month next following the approval of this Agreement by the A.O., the Land Commissioner and the Commission.

If this Agreement does not become effective on or before July 1, 2000, it shall ipso facto expire on said date (hereinafter call "Expiration Date") and thereafter be of no further force or effect, unless prior thereto this Agreement has been executed or ratified by Working Interest Owners owning a combined Participation of at least seventy-five percent (75%); and at least seventy-five percent (75%) of such Working Interest Owners committed to this Agreement have decided to extend Expiration Date for a period not to exceed one (1) year thereinafter called "Extended Expiration Date"). If Expiration Date is so extended and this Agreement does not become effective on or before the Extended Expiration Date, it shall ipso facto expire on Extended Expiration Date and thereafter be of no further force and effect.

Unit Operator shall file for record within thirty (30) days after the Effective Date of this Agreement, in the office of the County Clerk of Lea County, New Mexico, where a counterpart of this Agreement has become effective according to its terms and staring further the effective date.

The terms of this Agreement shall be for and during the time that Unitized Substances are produced from the unitized land and so long thereafter as drilling, reworking or other operations (including improved recovery operations) are prosecuted thereon without cessation of more than ninery (90) consecutive days unless sooner terminated as herein provided.

This Agreement may be terminated with the approval of the Land Commissioner and the A.O. by Working Interest Owners owning eighty percent (80%) of the Unit Participation then in effect whenever such Working Interest Owners determine that Unit Operations are no longer profitable, or in the interest of conservation. Upon approval, such termination shall be effective as of the first day of the month after said Working Interest Owners' determination. Notice of any such termination shall be filed by Unit Operator in the office of the County Clerk of Lea County, New Mexico, within thirty (30) days of the effective date of termination.

Upon termination of this Agreement, the parties hereto shall be governed by the terms and provisions of the leases and contracts affecting the separate Tracts just as if this Agreement had never been entered into.

Notwithstanding any other provisions in the leases unitized under this Agreement, Royalty Owners hereby grant Working Interest Owners a period of six months after termination of this Agreement in which to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with Unit Operations.

SECTION 25. RATE OF PROSPECTING. DEVELOPMENT & PRODUCTION. All production and the disposal thereof shall be in conformity with allocations and quotas made or fixed by any duly authorized person or regulatory body under any Federal or State Statute. The A.O. is hereby vested with authority to alter or modify from time to time, in his discretion, the rate of prospecting and development and within the limits made or fixed by the Division to alter or modify the quantity and rate of production under this Agreement, such authority being hereby limited to alteration or modification in the public interest, the purpose thereof and the public interest to be served thereby to be stated in the order of alteration or modification; provided, further, that no such alteration or modification shall be effective as to any land of the State of New Mexico as to the rate of prospecting and development in the absence of the specific written approval thereof by the Land Commissioner and as to any lands in the State of New Mexico or privately-owned lands subject to this Agreement or to the quantity and rate of production from such lands in the absence of specific written approval thereof by the Division.

Powers in this Section vested in the A.O. shall only be exercised after notice to Unit Operator and opportunity for hearing to be held not less than fifteen (15) days from notice, and thereafter subject to administrative appeal before becoming final.

- SECTION 26. NONDISCRIMINATION. Unit Operator in connection with the performance of work under this Agreement relating to leases of the United States, 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.
- SECTION 27. <u>APPEARANCES</u>. Unit Operator shall have the right to appear for or on behalf of any interests affected hereby before the Land Commissioner, the Department, and the Division, and to appeal from any order issued under the rules and regulations of the Land Commissioner, the Department or the Division, or to apply for relief from any of said rules and regulations or in any proceedings relative to operations before the Land Commissioner, the Department or the Division or any other legally constituted authority; provided, however, that any other interested party shall also have the right at his or its own expense to be heard in any such proceeding.
- SECTION 28. <u>NOTICES.</u> All notices, demands, objections or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given if made in writing and personally delivered to the party or parties or sent by postpaid certified or registered mail, addressed to such party or parties at their last known address set forth in connection with the signatures hereto or to the ratification or consent hereof or to such other address as any such party or parties may have furnished in writing to the party sending the notice, demand or statement.
- SECTION 29. NO WAIVER OF CERTAIN RIGHT. Nothing in this Agreement contained shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State wherein said Unitized Lands are located, or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive; provided, however, each party hereto covenants that it will not resort to any action to partition the unitized land or the Unit Equipment.
- SECTION 30. <u>EQUIPMENT AND FACILITIES NOT FIXTURES ATTACHED TO REALTY</u>. Each Working Interest Owner has heretofore placed and used on its Tract or Tracts committed to this Agreement various well and lease equipment and other property, equipment and facilities. It is also recognized that additional equipment and facilities may hereafter be placed and used upon the Unitized Land as now or hereafter constituted. Therefore, for all purposes of this Agreement, any such equipment shall be considered to be personal property and not fixtures attached to realty. Accordingly, said well and lease equipment and personal property is hereby severed from the mineral estates affected by this Agreement, and it is agreed that any such equipment and personal property shall be and remain personal property of the Working Interest Owners for all purposes.
- SECTION 31. <u>UNAVOIDABLE DELAY.</u> All obligations under this Agreement requiring the Unit Operator to commence or continue improved recovery operations 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, acts of God. Federal, State or municipal law or agency, unavoidable accident, uncontrollable delays in transportation, inability to obtain necessary materials or equipment in open market, or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not.
- SECTION 32. <u>NONJOINDER AND SUBSEQUENT JOINDER.</u> Joinder by any Royalty Owner, at any time, must be accompanied by appropriate joinder of the corresponding Working Interest Owner in order for the interest of such Royalty Owner to be regarded as effectively committed. Joinder to this Agreement by a Working Interest Owner, at any time, must be accompanied by appropriate joinder to the Unit Operating Agreement in order for such interest to be regarded as effectively committed to this Agreement.

Any oil or gas interest in the Unitized Formations not committed hereto prior to submission of this Agreement to the Land Commissioner and the A.O. for final approval may thereafter be committed hereto upon compliance with the applicable provisions of this Section and of Section 14 (Tracts Qualified for Participation) hereof, at any time up to the Effective Date hereof on the same basis of Tract Participation as provided in Section 13, by the owner or owners thereof subscribing, ratifying, or consenting in writing to this Agreement and, if the interest is a Working Interest, by the owner of such interest subscribing also to the Unit Operating Agreement.

It is understood and agreed, however, that from and after the Effective Date hereof the right of subsequent joinder as provided in this Section shall be subject to such requirements or approvals and on such basis as may be agreed upon by Working Interest Owners owning not less than sixty-five percent (65%) of the Unit Participation then in effect, and approved by the Land Commissioner and A.O. Such subsequent joinder by a proposed Working Interest Owner must be evidenced by his execution or ratification of this Agreement and the Unit Operating Agreement and, where State or Federal land is involved, such joinder must be approved by the Land Commissioner or A.O. Such joinder by a proposed Royalty Owner must be evidenced by his execution, ratification or consent of this Agreement and must be consented to in writing by the Working Interest Owner responsible for the payment of any benefits that may accrue hereunder in behalf of such proposed Royalty Owner. Except as may be otherwise herein provided, subsequent joinder to this Agreement shall be effective as of the first day of the month following the filing with the Land Commissioner and A.O. of duly executed counterparts of any and all documents necessary to establish effective commitment of any Tract or interest to this Agreement, unless objection to such joinder by the Land Commissioner or the A.O., is duly made sixty (60) days after such filing.

- SECTION 33. <u>COUNTERPARTS</u>. This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties and 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 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 land within the described Unit Area. Furthermore, this Agreement shall extend to and be binding on the parties hereto, their successors, heirs and assigns.
- SECTION 34. <u>JOINDER IN DUAL CAPACITY</u>. Execution as herein provided by any party as either a Working Interest Owner or a Royalty Owner shall commit all interests owned or controlled by such party; provided, that if the party is the owner of a Working Interest, he must also execute the Unit Operating Agreement.
- SECTION 35. TAXES. Each party hereto shall, for its own account, render and pay its share of any taxes levied against or measured by the amount or value of the Unitized Substances produced from the unitized land; provided, however, that if it is required or if it be determined that the Unit Operator or the several Working Interest Owners must pay or advance said taxes for the account of the parties hereto, it is hereby expressly agreed that the parties so paying or advancing said taxes shall be reimbursed therefor by the parties hereto, including Royalty Owners, who may be responsible for the taxes on their respective allocated share of said Unitized Substances. No taxes shall be charged to the United States or to the State of New Mexico, nor to any lessor who has a contract with a lessee which requires his lessee to pay such taxes.
- SECTION 36. NO PARTNERSHIP. The duties, obligations and liabilities of the parties hereto are intended to be several and not joint or collective. This Agreement is not intended to create, and shall not be construed to create, an association or trust, or to impose a partnership duty, obligation or liability with regard to any one or more of the parties hereto. Each party hereto shall be individually responsible for its own obligation as herein provided.
- SECTION 37. PRODUCTION AS OF THE EFFECTIVE DATE. Unit Operator shall make a proper and timely gauge of all leases and other tanks within the Unit Area in order to ascertain the amount of merchantable oil above the pipeline connection, in such tanks as of 7:00 a.m. on the Effective Date hereof. All such oil which has been produced in accordance with established allowables shall be and remain the property of the Working Interest Owner entitled thereto, the same as if the unit had not been formed; and the responsible Working Interest Owner shall promptly remove said oil from the unitized land. Any such oil not so removed shall be sold by Unit Operator for the account of such Working Interest Owners, subject to the payment of all Royalty to Royalty Owners under the terms hereof. The oil that is in excess of the prior allowable of the wells from which it was produced shall be regarded as Unitized Substances produced after Effective Date hereof.

If, as of the Effective Date hereof, any Tract is overproduced with respect to the allowable of the wells on that Tract and the amount of over-production has been sold or otherwise disposed of, such over-production shall be regarded as a part of the Unitized Substances produced after the Effective Date hereof and shall be charged to such Tract as having been delivered to the parties entitled to Unitized Substances allocated to such Tract.

- SECTION 38. NO SHARING OF MARKET. This Agreement is not intended to provide and shall not be construed to provide, directly or indirectly, for any cooperative refining, joint sale or marketing of Unitized Substances.
- SECTION 39. STATUTORY UNITIZATION. If and when Working Interest Owners owning at least seventy-five percent (75%) Unit Participation and Royalty Owners owning at least seventy-five percent (75%) Royalty Interest have become parties to this Agreement or have approved this Agreement in writing and such Working Interest Owners have also become parties to the Unit Operating Agreement, Unit Operator may make application to the Division for statutory unitization of the uncommitted interests pursuant to the Statutory Unitization Act (Chapter 65, Article 14, N.M.S. 1953 Annotated). If such application is made and statutory unitization is approved by the Division, then effective as of the date of the Division's order approving statutory unitization, this Agreement and/or the Unit Operating Agreement shall automatically be revised and/or amended in accordance with the following:
 - (1) Section 14 of this Agreement shall be revised by substituting for the entire said section the following:

TRACTS QUALIFIED FOR PARTICIPATION. On and after the Effective Date hereof, all Tracts within the Unit Area shall be entitled to participation in the production of Unitized Substances." Section 24 of this Agreement shall be revised by substituting for the first three paragraphs of said section the following: (2)EFFECTIVE DATE AND TERM. This Agreement shall become effective on the first day of the catendar month "SECTION 24. next following the effective date of the Division's order approving statutory unitization upon the terms and conditions of this Agreement, as amended (if any amendment is necessary) to conform to the Division's order; approval of this Agreement, as so amended, by the Land Commissioner; and the A.O. and the filing by Unit Operator of this Agreement or notice thereof for record in the office of the County Clerk of __lea_ County, New Mexico. Unit Operator shall not file this Agreement or notice thereof for record, and hence this Agreement shall not become effective. unless within ninery (90) days after the date all other prerequisites for effectiveness of this Agreement have been satisfied, such filling is approved by Working Interest Owners owning a combined Unit Participation of at least sixty-five percent (65%) as to all Tracts within the Unit Area. "Unit Operator shall, within thirty (30) days after the Effective Date of this Agreement, file for record in the office of the County Clerk Lea County, New Mexico, a certificate to the effect that this Agreement has become effective in accordance with its terms, therein identifying the Division's order approving statutory unitization and stating the Effective Date." (3) This Agreement and/or the Unit Operating Agreement shall be amended in any and all respects necessary to conform to the Division's order approving statutory unitization. Any and all amendments of this Agreement and/or the Unit Operating Agreement that are necessary to conform said agreements to the Division's order approving stantiony uninzation shall be deemed to be hereby approved in writing by the parties hereto without any necessity for further approval by said parties, except as follows: (a) If any amendment of this Agreement has the effect of reducing any Royalty Owner's participation in the production of Unitized Substances, such Royalty Owner shall not be deemed to have hereby approved the amended agreement without the necessity of further approval in writing by said Royalty Owner; and (b) If any amendment of this Agreement and/or the Unit Operating Agreement has the effect of reducing any Working Interest Owner participation in the production of Unitized Substances or increasing such Working Interest Owner's share of Unit Expense, such Working Interest Owner shall not be deemed to have hereby approved the amended agreements without he necessity of further approval in writing by said Working Interest Owner. Executed as of the day and year first above written. EOG RESOURCES, INC. By: William R. Thomas, Sentor Vice President of Date of Execution: STATE OF Texas)ss. COUNTY OF Midland The foregoing instrument was acknowledged before me this 1st day of March 20 12 by EOG Resources, Inc. William R. Thomas. , for/of corporation, on behalf of said corporation. My Commission Expires: Cage C. Fleshing

Rev. 1/92

PEGGY C. LAVINE

Notary Public, State of Texas

My Commission Expires 12-04-02

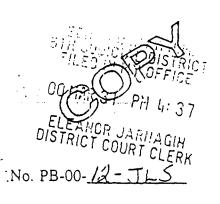
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WELL LITTIS MOT CIT	ion of the Unit Agreement for the Development and Operation of the UNIT AREA, County of Lea State of
Continuesioner of Public Lands, and in consideration	18, 2000, in form approved on behalf of the Secretary of the Interior and the ion of the execution or ratification by other working interest owners of the contemporary Ungreement the undersigned hereby expressly ratifies, approves and adopts said Unit Acres 1988.
This Ratification and Joinder shall be royalties presently held or which may arise under the Unit Area in which the undersigned may be for	effective as to the undersigned's interests in any lands and leases, or interests therein, an existing option agreements or other interests in unitized substances, covering the lands within ound to have an oil and gas interest.
This Ratification and Joinder of Unit A assigns or successors in interest.	agreement shall be binding upon the undersigned, his, or her or its heirs, devisees, executors
EXECUTED this 12 day of Ma	ay 2000.
	BRAVO I LIMITED LIABLITY COMPANY By BRAVO ENERGY Inc., Manager
	By: Charles E. Moran, Vice President
TRACT (S)	Address: PO Box 2160
	Hobbs, NM 88241
State of New Mexico	
County of Eddy	12 M ay
This instrument was acknowledged be E. Moran, Vice President of Bravo Energy.	pefore me on this 12 day of May, 2000, by Charles
My commission expires: 4-5-2004	Signature of Notary Public: <u>Luff M. Wortley</u>

In consideration of the execution of the Unit Agreement for the Development and Operation of the Red Hills North UNIT AREA, County of Lea State of
New Mexico, dated March 1 .18 2000, in form approved on behalf of the Secretary of the Interior and the
Commissioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit
Operating Agreement which relates to said Unit Agreement the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement
as fully as though the undersigned had executed the original agreement.
This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and
royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest.
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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, or her or its heirs, devisees, executors,
assigns or successors in interest,
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executed this 8 day of May 12 and 18
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STATE OF JULY 13
COUNTRY OF ED PASO
COUNTRY
On this Stu day of May . 10 2000, before me personally
ROLL D Fackagu 27 . to me known to be the person described in and who executed the foregoing
instrument, and acknowledged that (s) he executed the same as his/her free act and deed.
$\alpha \rightarrow \alpha \rightarrow \alpha$
My Commission Expires: 9-17-2003 Japanes Carle
Notary Public Notary Public
SY PU
(SEAL) SANDRA LEA MCCUNE NOTARY PUBLIC
1 I and for the State of Toxes
My commission expires 09-17-2003
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FIFTH JUDICIAL DISTRICT COURT COUNTY OF EDDY STATE OF NEW MEXICO

IN THE MATER OF THE LAST WILL AND TESTAMENT OF MORTIMER M. MERRITT Deceased.



LETTERS TESTAMENTARY AND ACCEPTANCE

The Last Will of the above-named decedent having been proved and recorded with the above-named Court, ROY D. JACKSON, JR. is hereby appointed to serve as Personal Representative of the estate.

> ELEANOR JARNAGIN Clerk of the District Court

STATE OF NEW MEXICO : ss. COUNTY OF EDDY

I hereby accept the duties of Personal Representative of the estate of the above-named decedent and do solemnly swear that I will perform, according to law, the duties of Personal Representative of the estate.

Roy D. Jackson, Jr.

Notarý Public

Subscribed and Sworn to before me this 3/or day of 1/1070/L by Roy D. Jackson, Jr.

I HEREBY CERTIFY THE

ELEANOR JARNAGIN

FIFTH JUDICIAL DISTRICT COURT COUNTY OF EDDY STATE OF NEW MEXICO

IN THE MATER OF THE)	
LAST WILL AND TESTAMENT) No. PB-00-12-JLS	
OF MORTIMER M. MERRITT)	
Deceased.	j ·	

NOTICE OF FORMAL APPOINTMENT OF PERSONAL REPRESENTATIVE

To the heirs and devisees of MORTIMER M. MERRITT.

YOU ARE HEREBY NOTIFIED THAT:

- 1. MORTIMER M. MERRITT died on or about January 8, 2000, at the age of 86.
- 2. ROY D. JACKSON, JR. filed an Application for Formal Probate of Will Determination of Heirship and Appointment of Personal Representative in the above-named Court requesting that the Will of decedent, dated May 8, 1984, be formally probated, and that ROY D. JACKSON, JR. be appointed Personal Representative of the estate of the decedent.
- 3. On March 31, 2000, the Court issued an Order for Formal Probate of Will. Determination of Heirship and Appointment of Personal Representative, admitting the Will to Formal Probate and appointing ROY D. JACKSON, JR. as Personal Representative to serve without bond.
 - 4. Bond has not been filed.
- 5. The personal representative is charged by the Court to administer this estate pursuant to the provisions of the Uniform Probate Code, NMSA 1978, § 45-1-101 et seq. without supervision by the Court. You are entitled to information regarding the administration of the estate from the personal representative and can petition the Court in any matter relating to the estate. including distribution of assets and expenses of administration.
- 6. Papers relating to this estate are on file with the Fifth Judicial District Court, Eddy County, and are available for your inspection there.

Personal Representative of the Estate of Mortimer M. Merritt, deceased

916 Thurderbird El Paso, TX 79912

MARTIN & SHANOR

W.T. Martin, Jr.
509 West Pierce Street
P.O. Box 2168
Carlsbad, NM 88221-2168
(505) 887-3528

Attorney for Personal Representative

In consideration of the execution of the Unit Agreement for the Development and Operation of the Red Hills North UNIT AREA, County of Lea State of
New Mexico, dated March 1 18, 2000, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement as fully as though the undersigned had executed the original agreement.
This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest.
This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, or her or its heirs, devisees, executors, assigns or successors in interest.
EXECUTED this 1 day of May 112 2000. Sporta Elaino Mc Knight Aries
TRACT (5) 2 Address: 3138 Quail Valley Eas
STATE OF Texas
On this 15t day of May . the 2000 before me personally Linda Elaine 1100 Knight . to me known to be the person described in and who executed the foregoing instrument, and acknowledged that (s) he executed the same as his/her free act and deed.
My Commission Expires: 6-11-2002 Karty daily Molary Public Notary Public
(SEAL) KATHY TARBUTTON Notary Public, State of Texas Commission Expires: 06-11-2002

Red Hills North UNIT ARE	it Agreement for the Development and Operation A. County of	State of
New Mexico, dated <u>March 1</u> .18, 20	00, in form approved on behalf of the Secretary of the Inter	ior and the
commissioner of Public Lands, and in consideration of the execution	or retification by other working interest owners of the contemp	pontry Unit
Operating Agreement which relates to said Unit Agreement the under	signed hereby expressly ratifies, approves and adopts said Unit	Agreement
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In consideration of the execution of the Unit Agreement for the Development and Operation of the Red Hills North UNIT AREA, County of Lea State of
New Mexico, dated March 1 ,1% 2000, in form approved on behalf of the Secretary of the Interior and the
Commissioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit
Operating Agreement which relates to said Unit Agreement the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement
as fully as though the undersigned had executed the original agreement.
This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in untitzed substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest.
This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, or her or its heirs, devisees, executors, assigns or successors in interest.
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Rick Huntington Ellip Ellip Elale Brawn
Address: 3231 W. Shardar
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This Ratification is executed and tendered to EOG Resources, Inc. subject to conditions set out in a Letter dated April 26, 2000 from States, Inc to EOG Resources, Inc.

In consideration of the execution of the Unit Agreement for the Development and Operation of the
Red Hills North UNIT AREA, County of Lea State of New Mexico, dated March 1 .18 2000, in form approved on benalf of the Secretary of the Interior and the
Commissioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit
Operating Agreement which relates to said Unit Agreement the undersigned hereby expressly ratifies, approves and adopt said Unit Agreement
as fully as though the undersigned had executed the original agreement.
This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and
royalties presently held or which may arise under existing option agreements or other interests in untitzed substances, covering the lands within
the Unit Area in which the undersigned may be found to have an oil and gas interest.
This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, or her or its heirs, devisees, executors,
assigns or successors in interest.
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My Commission Expires:
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Notary Public, State of Texas My Commission Expires June 7, 2001

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assigns or successors in int		٠			• ,		•	-		·	•
		20-1-		۸.	- w i 1	•	VV 2	000			
EXECUTED th	is	28th	day of	A	0111	 :	19 4	 .			
				HA	LEWOOD	PETRO	OKENI	M, INC.			
Attest	 			В у -	Betty	7.0D	iete	r, Vice	Pres	ident	
,,,,,,,,,						Addn	css:	P. O. B	ox 37	8111	
								Denver,		,	
TRACT (S)	 							,			
								CO 802	37		
											
STATE OF	COLOR	ADO)							
	D GNIZ G	מי) 11 .						
COUNTY OF	DENVE	, K		ر							
On this	28th		day of	Αp	ril			х х 2000	h	elore me	nemonally
appeared Betty							son des	cribed in as	nd who	executed the	foregoing
instrument, and acknowled						-					
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	1-10	5 - 11			· KA	1 26	- nel	1772			
My Commission Expires:					710			, u	10-		
				N	oury Public				1		
(SEAL)											

In consideration of the execution Red Hills North	on of the Unit Ag UNIT AREA, Cou	reement for	the Developme Lea	nt and Operation	
	.1% 2000. in	form approved	on behalf of the S	secretary of the Interio	or and the
Commissioner of Public Lands, and in consideration	on of the execution or retif	lication by other	working interest o	where of the contemp	onary Unit
Operating Agreement which relates to said Unit Ag		sereby expressly	y ratifies, approves	and adopts said Unit A	greement
as fully as though the undersigned had executed th	e original agreement.				
This Ratification and Joinder shall be croyalties presently held or which may arise under the Unit Area in which the undersigned may be for	existing option agreement	s or other intere			
This Ratification and Joinder of Unit A assigns or successors in interest.	greement shall be binding	upon the under	signed, his, or her	or its heirs, devisees,	executors,
EXECUTED this 30	day of _March	n 2	0,00		
miku Shan		Solw	utie		
Anest		1.144	4120	Rio BRAN	10 世305
		Addi			
TRACT (S)			EL P	SSO, TEX	<u>(15</u>
			799	02	
STATE OF TEXAS)				
) 4 .			
COUNTY OF EL PASO)				
On this 30 SOL WEST III		cch to be the per	3000	, before me and who executed the	personally foregoing
instrument, and acknowledged that (s) he execute	ed the same as his/her free	ect and deed.			
				1	
My Commission Expires:	Notar	y Public		Y ====================================	
OFFICIAL SEAL SANDRA K. LARSEM NOTARY PUBLIC In and for the State of Texas My commission Expires 08-07-20		, 1 30112			

In consideration of the execution of the L Red Hills North UNIT AR	Juit Agreement for the Development and Operation of the LEA. County of LEA State of
New Mexico, dated March 1 .1% 2	000, in form approved on behalf of the Secretary of the Interior and the
Commissioner of Public Lands, and in consideration of the execution	on or ratification by other working interest owners of the contemporary Unit ersigned hereby expressly ratifies, approves and adopts said Unit Agreement
as fully as though the undersigned had executed the original agreen	
This Buildanian and Iniadas about his constitution to the	and the state of t
royalties presently held or which may arise under existing option ag	te undersigned's interests in any lands and leases, or interests therein, and greements or other interests in unitized substances, covering the lands within
the Unit Area in which the undersigned may be found to have an o	
This Ratification and Joinder of Unit Agreement shall be	e binding upon the undersigned, his, or her or its heirs, devisees, executors,
assigns or successors in interest.	•
EXECUTED this 4th day of	April xx 2000
	the and
Allest	Marilyn W. Clifford
	Address:
TRACT (S)	
STATE OF Texas) 45.
COUNTY OF Lubbock	, =.
On this // day of	april . XIX 2000. before me personally
Marilyn J. Clifford .to n	ne known to be the person described in and who executed the foregoing
instrument, and acknowledged that (s) he executed the same as hi	1
My Condina Paris: GLENDA FUQUA	Glenda Jugua Novery Public
Notary Public, State of Texas	Notary Public
My Commission Expires 5-14-2001	, · · · · · · · · · · · · · · · · · · ·
(SEAL)	Plains National Bank of West Texas, as Custodian of the Individual Retirement
	Account of Marilyn J. Clifford,
Attest:	AL COULT
	By: XDuy Utuch
	Harry A. Knight, Executive Vice President & Trust Officer
STATE OF Texas	P.O.Box 271, Lubbock, TX 79408-0271
COUNTY OF Lubbock) u .)
on this 12th day of	april xx 2000, before me personally
to	me known to be the person described in and who executed the foregoing
instrument, and acknowledged that (s) he executed the same as	his/her free act and deed.
	Drilara Ethirdia
My Commission Explicit:	Notary Public
BARBARA ETHRIDGE Notary Public. State of Texas	
(SEAL) Notary Public, State of Toxago	
Rev. 07/95	

In consideration of the execution of the Unit Agreement for Red Hills North UNIT AREA, County of	
New Mexico, dated March 1 .1% 2000, in form approved	on behalf of the Secretary of the Interior and the
Commissioner of Public Lands, and in consideration of the execution or ratification by other	working interest owners of the contemporary Unit
Operating Agreement which relates to said Unit Agreement the undersigned hereby expressly	ratifies, approves and adop's said Unit Agreement
as fully as though the undersigned had executed the original agreement.	
This Ratification and Joinder shall be effective as to the undersigned's interests royalties presently held or which may arise under existing option agreements or other interest the Unit Area in which the undersigned may be found to have an oil and gas interest.	
This Ratification and Joinder of Unit Agreement shall be binding upon the unders assigns or successors in interest.	
Bryan Berl, General Partner	19 2000
Byon Rell	
Bryan Bet , General Partner Bryan Bell Family Ltd.Partnership No.1 Addre	1331 Third Street
TRACT (S)	New Orleans, LA 70130
STATE OF Louisiana	
Parish (Company Of Orleans) as.	
	, 19 2000 , before me personally
	on described in and who executed the foregoing
instrument, and acknowledged that (s) he executed the same as his/her free act and deed.	11)11//
My Commission Expires: WMATA WIN	MWY
Notary Pyblic	/
JOHN A. WILLE (SEAL) Embossed betoon is my Othern Printle	
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In consideration of the execution of the Unit Agreement for the Development and Operation of the Red Hills North UNIT AREA, County of Lea State of
New Mexico, dated March 1 .1% 2000, in form approved on behalf of the Secretary of the Interior and the
Commissioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit
Operating Agreement which relates to said Unit Agreement the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement as fully as though the undersigned had executed the original agreement.
13 (unly 13 alough die allaetsigned ned executed die original agreement.
This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and
royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest.
the Only 1904 in which the undersigned his you found to have an on and yas interest.
This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, or her or its heirs, devisees, executors, essigns or successors in interest.
EXECUTED this 20TH day of APML 2000
DA'x GM2X
Address: BOLFY EMBREY
TRACT (S) P.C BOX 51026
MIDLERO, TERAS 79710
STATE OF TOUT
COUNTY OF MINIAND
Bully on this 20th day of April 19020 before me personally
instrument and acknowledged that (s) he executed the same as his/her free act and deed.
My Commission Expires:
(SEAL) LISA SALAZAR NOTARY PUBLIC STATE OF TEXAS Wy Commission Exp 12-13-2003

Rev. 07/95

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	lls Nor					County of _			Lea			_State of
New Mexico.									of the Seco			
Commissioner												
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assigns or succ	casors in inte	crest.						-				
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(SEAL)												
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]/ *(对片		Commission Ex		1				
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This Ratification is executed and tendered to EOG Resources, Inc. subject to conditions set out in a Letter dated April 6, 2000 from Monty D. McLane and Alan Jochimsen to EOG Resources, Inc.

	s North_	he execution	UNIT AR	EA, County of	nt for the	Development Lea	and Operation	of the State of
New Mexico, date	d Marc	<u>h_l</u>	1 9 (2(<u>000</u> , in form a	ipproved on b	chalf of the Sec	retary of the Interi	or and the
Commissioner of F	Public Lands, and i	n consideration o	The execution	n or ratification	by other wor	king interest own	iers of the contemp	onery Unit
	ent which relates to the undersigned ha				expressly ratif	ies, approves an	d adopti said Unit ,	Agreement
	stification and Join							
	held or which may which the undersign					unitized substan	ces, covering the la	nds within
the Omi Area in w	which the andersign	ed that y de tound	to mave an o	it and gas intere	:51.			
This Reassigns or success	stification and Joins ons in interest.	ier of Unit Agree	ment shall be	binding upon t	he undersigne	d, his, or her or	its heim, devisees,	executors,
EXEC	UTED this	14 th	day of	Appil	. 1:9	2000		
					Monty	a m= fe	ene	
An	lest				Address:	MONT	Bex 945.	1 -ANCE
TRACT (S)						POR	Bex 945	/
						Midle	aud, TX	79701
STATE OF	Dayas							
COUNTY OF _	Midl	and) ss .				
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instrument, and a	icknowledged that (s) he executed th		· 1	•	described in the	who executed the	: toregoing
	2/2	,] 5. 1		Port		~ (700. k	1
My Commission	Expires:	81101		Notary Public	:			
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(SEAL)	WIN PUBL	PATRICIA KAY	CLARK					
	1 ()	NOTARY P STATE OF	TEXAS					
		My Comm. Exp.	03-31-200+)				
	Contraction of the second		-	_				

This Ratification is executed and tendered to EOG Resources, Inc. subject to conditions set out in a Letter dated April 6, 2000 from Monty D. McLane and Alan Jochimsen to EOG Resources, Inc.

In consideration of the execution of the Unit Agreement for the Development and Operation of the Red Hills North UNIT AREA, County of Lea State of
New Mexico, dated March 1 .18 2000, in form approved on behalf of the Secretary of the Interior and the
Commissioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit
Operating Agreement which relates to said Unit Agreement the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement
as fully as though the undersigned had executed the original agreement.
This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest.
This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, or her or its heirs, devisees, executors,
assigns or successors in interest.
Address G. Ancirkopoulos Resources, Inc.
TRACT (S) Post 1 mod WY 82003-0788
STATE OF Wyoming
COUNTY OF LA CAMIE
A b. Andriko poulos, Prosident of ne known to be the person described in and who executed the foregoing instrument, and acknowledged that (s) he executed the same as his/her free act and deed. A. b. Andrikopoulos Resources, Inc.
August Co
My Commission Expires: Ally Dunn
Notary Public
AUTODISM MOLYON BRIBLING
(SEAL)

In consideration of the execution of the Unit Agreement for Red Hills North UNIT AREA, County of	r the	Development Lea	and	Operation	of the State of
New Mexico, dated March 1 18 2000, in form approv	ed on be	half of the Seco	emin o	the Interio	or and the
Commissioner of Public Lands, and in consideration of the execution or ratification by other	her worki	ng interest own	ers of th	ie contempo	oracy Unit
Operating Agreement which relates to said Unit Agreement the undersigned hereby expres	ısly matific	s, approves and	adopti	said Unit A	greement
as fully as though the undersigned had executed the original agreement.					
This Ratification and Joinder shall be effective as to the undersigned's intere royalties presently held or which may arise under existing option agreements or other inte the Unit Area in which the undersigned may be found to have an oil and gas interest.	ists in an	y lands and lea nicized substanc	ses, or	interests the	erein, and nds within
This Ratification and Joinder of Unit Agreement shall be binding upon the und	fersioned	his or her or	its heim	devisees	executors
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10th (Va.	,	>			
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STATE(OF)					
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(SEAL) TERRITAYLOR					
Flotary Public					
STATE OF TEXAS My Comm. Exp. 09/25/2001					
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In consideration Red Hills North New Mexico, dated M	of the execution	on of the UNIT	Unit AREA,	Agreement County of	for	the	Development Lea	and	Operation	of the	c
New Mexico, dated M	arch l	.195	2000), in form app	roved	on be	half of the Seco	eury	of the Interio	or and th	ıc
Commissioner of Public Lands,	and in consideration	on of the exec	ution or	ratification b	y other	work	ing interest own	ers of	the contemp	orary Uni	it
Operating Agreement which rela	ites to said Unit As	greement the u	indersig	ned hereby ex	pressly	ratifi	s. approves and	l adopi	u said Unit A	greemen	nt
as fully as though the undersign	ed had executed th	ne original agr	eement.								
This Ratification and royalties presently held or which the Unit Area in which the under	h may arise under	existing option	n agreer	nents or other	interes		•				
This Ratification and	l.			- ,		•					
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EXECUTED this			-	// wm			P.O. E	600	554	<u>.</u>	
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TRACT (S)						-	MenA.	id.	14 /	6 53	7
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STATE OF TEXAS			ر								
COUNTY OF Manage			,) ss .							
On this	204~	day of	me k	nown to be t	he per	son d	79 2000	b who	efore me executed the	persona foregoi	illy
instrument, and acknowledged	that (s) he execut	ed the same as	his/he	r free act and	deed.						•
My Commission Expires:	10/4/03		Z X	Love Journ Public	la.	J. 1	Dies.				
SEAD LO NO ST. My Comm	OVETA F. PIERCE OTARY PUBLIC ATE OF TEXAS ission Expires 10-04-	2003									

Red	n H H			ation Vort		ύhc	execu					Agree County		for	the	Develop Lea	ment	and	Operation	of the State of
New Me						ch	<u> </u>							roved	on b	chalf of th	ne Sec	reury	of the Interi	
Commiss	ione	r of l	Public																the contemp	
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assigns o						inder	of Unit	Agree	mer	nt sha	11 be bio	nding up	on the	under	signe	d, his, or	her or	its hei	rs, devisees,	executors.
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(SEAL)	manna		汉			ary Pu	at Glo ublic, Sto sion Exp	ate of 1												

In consideration Red Hills Nor	of the	execution			Agreemen County of		the	Development Lea	∎nd	Operation	of the State of
New Mexico, dated	March	1	.19	2000	, in form a	pproved	on be	half of the Sec	retary	of the Interior	or and the
Commissioner of Public Land	ds, and in co	nsideration o	f the exec	ution or	ratification	by other	worki	ng interest ow	ners of	the contemp	orary Unit
Operating Agreement which I						xpressly	ការរំបែ	s. approves ar	d adopi	u said Unit A	Agreement
as fully as though the unders	igned had ex	ecuted the o	riginal agr	eement.							
This Ratification royalties presently held or whethe Unit Area in which the u	hich may aris	se under exis	ting option	n agreen	renus or othe	er interest					
This Ratification is assigns or successors in inter	೧೯೩.						_		its heir	rs, devisees,	executors.
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TRACT (S)							_	Jac	b	on,	<u> </u>
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STATE OF	oming	Let	ico)							
COUNTY OF	54	Te	ton	ر) 11.						
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My Commission Expires: _	6/15/	CO		Z	Ourry Public	elu	le	LaBour	Ja		
(SEAE) MICHELE LARG. N°1. County of Teton My Commission Expire	State of Nyomot	,									

In consideration of the execut Red Hills North	ion of the Unit Agreement UNIT AREA, County of	for the Development Lea	and Operation of the	
Red Hills North New Mexico, dated <u>March 1</u>	.19 <u>X 2000</u> , in form app	proved on behalf of the Sec	retary of the Interior and the	
Commissioner of Public Lands, and in considerat	ion of the execution or ratification by	y other working interest ow	ners of the contemporary Unit	
Operating Agreement which relates to said Unit A as fully as though the undersigned had executed		pressly ratifies, approves an	d adopts said. Unit Agreement	
This Ratification and Joinder shall be royalties presently held or which may arise under the Unit Area in which the undersigned may be	existing option agreements or other	interests in unitized substat		
This Ratification and Joinder of Unit assigns or successors in interest.	Agreement shall be binding upon the	undersigned, his, or her or	its heirs, devisees, executors,	
EXECUTED this 2/5/	day of MAROH	.19 ² 000.		
STERLISTIALLY ATTER	\sim	14 - DM 12 -	175	
TRACT (5) #2 TOWNShip SEPTION 1: LOT 2	3.5 SOUTH RANGE 33 EA. 5/2. SWIF NEI	ST CORD W	X 189003 100 CA 92178	. 9 <u>00</u> 3
STATE OF NOW MOXICO) 15.	,		
COUNTY OF LEA				
On this	day of, to me known to be t	the person described in an	, before me personally d who executed the foregoing	
instrument, and acknowledged that (s) he execu	ted the same as his/her free act and	deed.		
My Commission Expires:		TTACHED CALIFORNIA ACK	NOWLEDGMENT	
	Notary Public			
(SEAL)				

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
•	ss.
County of Untue	
On <u>March 21.2000</u> , before me, <u>A</u> personally appeared <u>Glenda Chri</u>	June Letalif Notan
personally appeared <u>Glende Chri</u>	StiAn Tours
	(and (a) and (a)
	proved to me on the basis of satisfactor evidence
DIANE L. RATCLIFF Commission # 1122670 Notary Public-California Ventura County My Comm. Expires Jan 15, 2001	to be the person(s) whose name(s) 8/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/he/their authorized capacity(ies), and that by his/he/their signature(s) on the instrument the person(s), of the entity upon behalf of which the person(s) acted, executed the instrument.
Place Notary Seal Above	WITNESS my hand and official seal. Lave X. Ratcliff Signature of Notary Public
Though the information below is not required by law	TIONAL
·	d reattachment of this form to another document.
Description of Attached Document Title or Type of Document: Manification & jo	sinder of unitagreement tunit operating Agra
Document Date: March 1,2000	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer	
Signer's Name:	RIGHT THUMBPRIN OF SIGNER
☐ Individual ☐ Corporate Officer — Title(s):	Top of thumb nere
☐ Partner — ☐ Limited ☐ General	
☐ Attorney in Fact	
☐ Trustee	
☐ Guardian or Conservator	
Other:	

				. for the		and Operation	
Red Hills North	March 1		REA. County of		Lea	recery of the Interi	State of
New Mexico, dated New Mexico, dated New Mexico, dated Lands.							
Operating Agreement which rel							
as fully as though the undersig		-	•	, ,		·	•
This Ratification an					•		
royalties presently held or which					unitized substan	ces, covering the la	nds within
the Unit Area in which the und	iersigned may be	todika to maye an	ou and gas interes	π.			
This Ratification an	d Joinder of Unit	Agreement shall!	be binding upon th	e undersigne	d. his, or her or	ils heirs, devisees,	executors,
assigns or successors in interes			• .				
	03		March	2	.000		
EXECUTED this _		day of _	PALCII	19		1 1	
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Anes			Josephin	ig 1. He	idson	23.4-6-14-	•
				Address:	616 T	exas Stree	<u> </u>
					Fort	MV Transfer	76102
TRACT (S)					FOLC	Worth, TX	70102
				•			
STATE OF TEXAS	 						
	ידדי) LL .				
COUNTY OFTARRA	NT)				
On this	23	day of	Mar	ch .	19 2000	, before me	personally
Josephine T	. Hudson					who executed the	
instrument, and acknowledges	d that (s) he execu	ted the same as I	histher free act and	i deed.			
					1 1		
	7/21/2000		Muan	MA	B /1/1	u Re	
My Commission Expires:	1/ 31/ 2000		Noury Public	pros.	7 2100	1	
				Virgin	ia B. Cla	rke	
22260	27-1-2020202020	mminner					
(SEAL)		8					
	1341	B. CLARKE &					
		F TEXAS					
A Value of the second	1501	kp. 07/31/2000					
State of Goods		Boowwood				•	

In consideration of the execution of the Unit Agreement Red Hills North UNIT AREA, County of	for the Development and Operation of the Lea State of
	roved on behalf of the Secretary of the Interior and the
Commissioner of Public Lands, and in consideration of the execution or ratification by	
Operating Agreement which relates to said Unit Agreement the undersigned hereby exp	•
as fully as though the undersigned had executed the original agreement.	,
This Ratification and Joinder shall be effective as to the undersigned's int	
royalties presently held or which may arise under existing option agreements or other	
the Unit Area in which the undersigned may be found to have an oil and gas interest.	
This Ratification and Joinder of Unit Agreement shall be binding upon the	undersigned his or her or its heirs, devisees, executors
assigns or successors in interest.	
March /	2000
EXECUTED this 24 day of March	19
· · · · · · · · · · · · · · · · · · ·	(I (C) 1 WATE
Anes Edward I	R. Hudson Jr.
	Address: 616 Texas Street
TRACT (S)	Fort Worth, TX 76102
STATE OF TEXAS	
) 11 .	
COUNTY OF TARRANT	
On this - 24 day of March	19 2000 before me personally
DA and O' Wide The Transfer of	. 19 2000, before me personally the person described in and who executed the foregoing
instrument, and acknowledged that (s) he executed the same as his/her free act and of	
•	,
7/31/2000 //H/1/3	up of March
My Commission Expires: 17 31/2000 Molary Public	M. CAAR
inoury rubic	Virginia B. Clarke
(SEAL)	
VIRGINIA B. CLARKE	
Notary Public STATE OF TEXAS	
My Comm. Exp. 07/31/2000	
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In consideration of the execution of the Unit Agreement for the Red Hills North UNIT AREA, County of	Lea State of
New Mexico, dated March 1 .1% 2000, in form approved on b	schail of the Secretary of the Interior and the
Commissioner of Public Lands, and in consideration of the execution or ratification by other world	
Operating Agreement which relates to said Unit Agreement the undersigned hereby expressly ratif	
s fully as though the undersigned had executed the original agreement.	
This Ratification and Joinder shall be effective as to the undersigned's interests in a	•
royalties presently held or which may arise under existing option agreements or other interests in the Unit Area in which the undersigned may be found to have an oil and gas interest.	unitized substances, covering the lands within
are order to the street of the	
This Ratification and Joinder of Unit Agreement shall be binding upon the undersigne	d, his, or her or its heim, devisees, executors,
assigns or successors in interest.	
EXECUTED this 2/2t day of March 190	2000
Sprabeth Slaba	
Anes	4919 Occidental Rd. Santa Rosa, CA 95401
Yantezz.	Santa Rosa, CA 95401
TRACT (S) # 1	
\sim	
STATE OF	
COUNTY OF COUNTY OF	
	10
	, 19, before me personally described in and who executed the foregoing
instrument, and acknowledged that (s) he executed the same as his/her free act and deed.	
γ, ,	
My Commission Expires:	
Notary Public	
(SEAL)	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Acknowledgment

State of California	
Ss. County of Sonoma	
On 321-2000 , before,	me, Leslie Laybourne, Notary Public, personally
appeared Elisabeth Sev	Name(s) of Signers(s)
LESLIE LAYBOURNE Cammission # 1185640 Notary Public - California Sonoma County My Comm. Expires Jun 1, 2002	personally known to me proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
Place Notary Seal Above	WITNESS my hand and official seal. Signature of Notary Public
	aw, it may prove valuable to persons relying on the document and could and reattachment of this form to another document.
Description of Attached Document Title or Type of Document: Range Mon	and Joindar of Unit Agreemant
Document Date: 3.21-2000	Number of Pagesİ
Signer(s) Other Than Names Above:	9
Capacity(ies) Claimed by Signer Signer's Name <u>Charteth Scrit</u> Individual Corporate Officer - Title(s)	OF SIGNER
PartnerLimitedGeneralAttorney in FactTrusteeGuardian or ConservatorOther:Signer Is Representing	

Re	_				on of	the	executio	on o	f the UNIT	Unit AREA	Agreeme	nt for	r th		Developmen Lea	t and	Operation	of the State of
New M						rch	1						ed on	beh	alf of the Se	cretary	of the Interi	
								n of th	ne exec	ution o	r ratificatio	n by oth	or w	orkin	g interest ou	וס נוסחי	the contemp	onary Unit
												expres:	sly ra	tilies	. approves a	nd adop	a said Unit A	greement
as fully	as t	ougi	the	unde	rsigned	had ex	tecuted th	e origi	inal ag	reement	•							
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	7	This I	Ratific	atio	n and Jo	oinder	of Unit A	greem	ent sha	ll be bir	nding upon	the und	ersier	ned. I	his, or her o	r its hei	rs, devisees,	executors.
assigns							-, -,-,,	•			apon	4.0 4						
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	Ę	EX EX	UTE	ED th	is	2 3	3		day of	Ma	rch	<u>1</u>	_,19		<i>[/</i>) ,	//	
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		_	nest									Ad	dress	:	1764 F	lun4	ington	ST
TRAC	T (S)														POBOX	13.	45	
															Midle	nd	Tx 7	970
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COUN	ſŢΥ	OF M	lid	<u>la</u>	nd					_)) ss .							
		On	this	_	23			_ day			rch			_, 1	9 2000	b	efore me	personally
cha	om:	an_	н_	Sn	odg	cas	s							n des	enbed in ar	nd who	executed the	loregoing
instrur	nent,	and	ac kn	owle	dged th	al (s) î	ie execute	d the	same a	s his/hc	r free act a	nd deed	١.					
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							The state of the s	1,10	#-23 11015	012	Nes.							

In consideration of the execution of the Unit Agreement for the Development and Operation of the Red Hills North Unit Area, County of Lea, State of New Mexico, dated March 1, 2000, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement as fully as though the undersigned had executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, or her or its heirs, devisees, executors, assignees or successors in interest.

EXECUTED this 29th day of March, 2000.

ESTATE OF LILLIE M. YATES

By:
Frank Yates, Jr., Attorney-in-Fact for S.P. Yates, B.W.
Harper and Frank Yates, Jr., Personal Representatives of the Estate of Lillie M. Yates, Deceased.

Address: 105 South Fourth Street Artesia, New Mexico 88210

STATE OF NEW MEXICO)
	:ss
COUNTY OF EDDY)

My commission expires: 9-15-2003

Darlen Chavaria Notary Public

In consideration of the execution of t Red Hills North UN	he Unit Agreement IT AREA, County of	for the	Development Lea	and Operation	on of the State of
New Mexico, dated March 1 .1			half of the Sec	retury of the Int	
Commissioner of Public Lands, and in consideration of the e	xecution or ratification b	y other work	ing interest own	iers of the conte	mponary Unit
Operating Agreement which relates to said Unit Agreement th	ie undersigned hereby ex	pressly ratifi	es, approves an	d adopis said Un	ut Agreement
as fully as though the undersigned had executed the original	agreement.				
This Ratification and Joinder shall be effective as royalties presently held or which may arise under existing op the Unit Area in which the undersigned may be found to have	tion agreements or other	interests in	ny lands and les unitized substan	ises, or interests ces, covering the	s therein, and e lands within
This Ratification and Joinder of Unit Agreement s	hall be binding upon the	undersigned	I, his, or her or	its heirs, devise	es, executors,
EXECUTED this 27 day	or MARCH		<u> </u>		
Attest		Address: 4	808 W	ESTRIDG	E AVE.
TRACT (S) May Jak	2	١	FORT W	ORTH, I)	x 76116
STATE OF TEXAS)	_			
COUNTY OF TARRANT					
On this 27 day of MARY T. ARD instrument, and acknowledged that (s) he executed the same	, to me known to be t	he person d		before m who executed	
My Commission Expires: HEATHER LYNN B. BRAZEAU MY COMMISSION EXPIRES October 21, 2000	Notary Public	se de	Lynn	B.B	lagan

In consideration of the execution of the Red Hills North UNITA	Unit Agreement for the Development and Operation of the REA. County of State of
	2000, in form approved on behalf of the Secretary of the Interior and the
Commissioner of Public Lands, and in consideration of the executi	ion or ratification by other working interest owners of the contemporary Unit
Operating Agreement which relates to said Unit Agreement the und	dersigned hereby expressly ratifies, approves and adopts said Unit Agreement
as fully as though the undersigned had executed the original agree	
	the undersigned's interests in any lands and leases, or interests therein, and igreements or other interests in unifized substances, covering the lands within oil and gas interest
the other read in which the bridging has they be to the to the to the	on and gas marcon.
This Ratification and Joinder of Unit Agreement shall be assigns or successors in interest.	be binding upon the undersigned, his, or her or its heirs, devisees, executors,
EXECUTED this 24 day of 1	March #2000
•	NUEVO SEIS LIMITED PARTNERSHIP
	a New Mexico Limited Partnership
	By: MM, Inc., its General Partner
	By: Deshard & Houng
Anes	Barbara E. Hannifin, President
TRACT(S) Tract 3	
	NUEVO SEIS LIMITED PARTNERSHIP
	P. O. BOX 2588 ROSWELL, NEW MEXICO 88202-2588
	(505) 623-4618
STATE OF New Mexico	
01) as.
COUNTY OF Chaves	2000
On this day of	1900). before me personally
	me known to be the person described in and who executed the foregoing
instrument, and acknowledged that (s) he executed the same as	his/her free act and deed.
My Commission Expires: 4-12-02	Notary Public StaCy
OFFICIAL SEAL PATTI STACY NOTARY PUBLIC STATE OF NEW MEXICO My Commission Expires	

Rev. 07/95

In consideration of the execution of the Red Hills North UNT	Unit Agreement for the TAREA, County of	e Development and Lea	d Operation of the State of
New Mexico, dated March 1,198 Commissioner of Public Lands, and in consideration of the exe	2000, in form approved on cution or ratification by other we	orking interest owners o	y of the Interior and the of the contemporary Unit
Operating Agreement which relates to said Unit Agreement the as fully as though the undersigned had executed the original ag		tifies, approves and add	pts said Unit Agreement
This Ratification and Joinder shall be effective as royalties presently held or which may arise under existing optic the Unit Area in which the undersigned may be found to have	on agreements or other interests		
This Ratification and Joinder of Unit Agreement sha	all be binding upon the undersign	ned, his, or her or its h	cira, devisees, executors,
EXECUTED this 29th day o	March	2000	
	Estate of Kat	hleen Hannifi	n Bullard
	Lustara	& Alex	sonal Representativ
Yuea	By: Barbara E.	nanniiin, rei	sonal Representativ
	Address	P.O. Box	182
TRACT(S) Tract 3		Roswell,	NM 88202-0182
STATE OF New Mexico	<u>ل</u>		
COUNTY OF Chaves) u .		
	o me known to be the person		before me personally executed the foregoing
instrument, and acknowledged that (s) he executed the same a My Commission Expires: 4-12-02	is his her tree act and deed.	3 Stac	
,	Notary Public		
(SEAL)			
OFFICIAL SEAL PATTI STACY NOTARY PUBLIC STATE OF NEW MEXICO			

My Commission Expires _

In consideration of the execution of the Unit Agreement for the Development and Operation of the Red Hills North UNIT AREA, County of Lea State of
New Mexico, dated March 1 .18 2000, in form approved on behalf of the Secretary of the Interior and the
Commissioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit
Operating Agreement which relates to said Unit Agreement the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement
as fully as though the undersigned had executed the original agreement.
This Building and Interior that the Afficiance of the San Control of t
This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and
royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest.
are did to a fill the state of
This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, or her or its heirs, devisees, executors,
assigns or successors in interest.
EXECUTED this 29th day of March 49200.
Desiele Humen
Anca Danielle Hannifin
Address: P.O. Box 182
TRACT (S) Tract 3 Roswell, NM 88202-01
STATE OF New Mexico
) 44.
COUNTY OF Chaves
ΩII $\Omega = 1$
On this Ath day of Man 11 (1) before me personally
Danielle Hannifin to me known to be the person described in and who executed the foregoing instrument, and acknowledged that (s) he executed the same as his/her free act and deed.
institution, and academicaged that (3) he exceeded the same as institute free act and deed.
1110 000 5100
My Commission Expires: 4-12-02
Notary Public
(SEAL)
(SCAL)
Control SEAL
PATTI STACY
NOTARY PUBLIC
STATE OF NEW MEXICO
Consideration of the constraint of the constrain

Red Hills North UNIT AREA, County of Lea Suite of
New Mexico, dated March 1 .18 2000, in form approved on behalf of the Secretary of the Interior and the
Commissioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit
Operating Agreement which relates to said Unit Agreement the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement
as fully as though the undersigned had executed the original agreement.
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This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within
the Unit Area in which the undersigned may be found to have an oil and gas interest.
This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, or her or its heirs, devisees, executors,
assigns or successors in interest.
EXECUTED this 20 day of Manch 19200).
EXECUTED this
4000 1 S (1 0 at
Anen Holly Schertz
Address: P.O. Box) 2588
D 11 1D 00202 2500
TRACT (5) Tract 3 Roswell, NM 88202-2588
STATE OF New Mexico
) u.
COUNTY OF Chaves
On this 29th, day of MATCH, 19 2000, before me personally
On this day of (M) before me personally Holly Schertz to me known to be the person described in and who executed the foregoing
instrument, and acknowledged that (s) he executed the same as his/her free act and deed.
1/12 02
My Commission Expires: 4-12-02
Notery Public ()
(SEAL)
######################################
OFFICIAL SEAL
PAIT STACY NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires

In consideration of the execution of the Unit Agreement for the Development and Operation of the Red Hills North UNIT AREA, County of Lea	
New Mexico, dated March 1 .18 2000, in form approved on behalf of the Secretary of the Interior and the	
Commissioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit	
Operating Agreement which relates to said Unit Agreement the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement	
as fully as though the undersigned had executed the original agreement.	
This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in untitzed substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest.	
This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, or her or its heirs, devisees, executors,	
assigns or successors in interest.	
27th 11 (
EXECUTED this 27th day of March 2000	
EXECUTED this 27th day of March 2000 KELLY REVOCABLE TRUST By: Gale C. Kelly than ste	د.
Address:	_
TRACT (5) POBOL 2097	
Chegewieliz 8200	?
STATE OF Wyoning	
COUNTY OF avance	
7775	
On this day of Maval. before me personally to me known to be the person described in and who executed the foregoing	
instrument, and acknowledged that (s) he executed the same as his her free act and deed.	
My Commission Expires: 1/24/2001 Sat Mullory Notary Public	
•	
(SEAL) NOTARY PUBLIC 3	
COUNTY OF AVOIDING WYOMING	

Red	ln H					the	executio				Agreen County		for	the	Developm Lea	ent s	end	Operation	of the State of
New Mex					Marc		1											of the Interio	
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assigns o												,							
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		Απο	st									,							
TRACT	(S)	1	0.	/								^	Addr		6311	Ma	d	bourn	10
					1		-							_	Mille	ora	Ċ	CA 4	4030
STATE	OF.		1	44	OP	M	L			ر									
COUNT	Y 0	F 🚄	ar	He	1_	<u>U/</u>	NA			ر) &	i. 							
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New Mex												ed on	behalf of th	e Secre	ury	of the Interio	
Commissi	oner	of Po	iblic L	ands, an	d in co	onsidention	of the	exec	ution of	ratificatio	n by ou	ner wo	rking interes	Lowner	3 of	the contemp	oracy Unit
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as fully as	s tho	ugh ti	ie und	ersigned	had e	xecuted the	origina	i age	reement								
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		₩	COMM	HSEION I	****	S APR. 15, 2	××>>										

Red	in con: Hill:	sideration of S North	the exec	ution of theUNIT	Unit AREA	Agreement. County of	ı for	the	Development Lea	and	Operation	of the State of
	uco, dated	Ma	rch 1	.19X	200	Q, in form a	pproved	on be	half of the Sec	retary	of the Interio	or and the
Commiss	ioner of P	ublic Lands, an	d in consider	ration of the exec	ution o	r ratification	by other	work	ing interest own	ខេពេល	the contemp	onary Unit
				Agreement the			xpressly	/ ratifi	es, approves an	d adop	ts said Unit A	greement
as fully a	s though ti	he undersigned	had execute	d the original ag	reement	•						
	presendy t	neld or which r	nay arise und	pe effective as the existing options found to have	n agree	ments or other	er inter s	sin ar stsin	ny lands and le: uni(ized substan	ses, o ces, co	r interests th evering the la	erein, and nds within
assigns o	c anccerso	ns in interest.		t Agreement sha						its hei	rs, devisees,	executors.
	EXECU	TED this	22 M	day of	1							
	Ans		<u> </u>		_	Sm	روف	ں۔	11/200 .	<i>b</i> _		
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TRACT	(2)	7					71441		CHEYE			
STATE	OF				ر) s s.		-				
COUNT	Y OF				ر	,						
	On th	iis <u>2</u>	268	day of		larca			19 2000 escribed in and			
instrume	nt, and ac	knowledged th	at (s) he exec	uted the same a								• •
My Cor	WAT	Expires: 40		AA.1.6.A.	,	Hotary Public	nk	Ju	y			
	₩ww.	COMMISSION E	IMPRES APR.	15, 2003 ()								

In consideration of the execution of the Red Hills North UNITA	Unit Agreeme		the	Development Lea	and	Operation	of the State of
	2000, in form		on he		TELECY (of the Interior	_
Commissioner of Public Lands, and in consideration of the execut							
Operating Agreement which relates to said Unit Agreement the unit							
as fully as though the undersigned had executed the original agree					•		•
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	Agreement for the Development and Operation of the County of LeaState of
New Mexico, dated March 1 18 2000	
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	DOS HERMANAS OIL & GAS
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	6300 Ridglea Place, Ste 1005-A
	Ft Worth, Texas 76116
STATE OF TEXAS	revolut, roxas rorts
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COUNTY OF TARRANT	,
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On this 22 day of 1	NARCH. 19- 2000, before me personally own to be the person described in and who executed the foregoing
DELMAR H. LEWIS to me ke instrument, and acknowledged that (s) he executed the same as his/her	fore set and deed
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My Commission Expires: 06-01-2002	Stephane Barton DIETY PUBLIF STEPHANIE BARTON
(SEAL) ANIE BARY PUBLIC Z WHITE BARY PUBLIC Z WH	

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(SEAL)		Notary Public	D. Benton State of Texas xpires 10-29-2002		,					

In consideration of the execution of the Unit Red Hills North UNITAREA.	. County of	Lea		State of
New Mexico, dated March 1,18, 2000 Commissioner of Public Lands, and in consideration of the execution or Operating Agreement which relates to said Unit Agreement the undersig	O. in form approved relation by other	on behalf of the Secr working interest own	ers of the contempor	and the
as fully as though the undersigned had executed the original agreement.			•	
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(SEAL)				
RUTH SCOTT Notary Public, State of Texas My Commission Expires OCTOBER 15, 2002				

Red Hills North UNIT AREA, County of New Mexico, March 18, 2000, in form agroved an behalf of the Secretary of the Interior and the Communisioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement the administer to said Unit Agreement as fully as though the undersigned had executed the original agreement. This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and mysilities presently held or which may arise under existing option agreements or other interests in unsized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest. This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, or her or its heiris, devisees, executors, assigns or successors in interest. EXECUTED this TRACT (5) STATE OF COUNTY OF On this day of Agroement shall be the person described in and who executed the foregoing instrument, and acknowledged that (s) he executed the same as his/her free act and deed. My Commission Expires: Data 23 2001 Nourry Public (SEAL) OFFICIAL SEAL Kay L Cabanach Wordsmarth Public — No William Commission Expires (10 / 23 / 2001) LIAM BOND PLED WITH BEDGETARY OF STATE OGenerating the second of the second of the second of the content o	Red				the	execution						r the	Development Lea	and	Operation	of the State of	
Commissioner of Public Lands, and in consideration of the execution or natification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement as fully as though the undersigned had executed the original agreement. This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalities presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest. This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, or her or its heirs, devisees, executors, assigns or successors in interest. EXECUTED this					ch	1						ed on l	schalf of the Sec	retury	of the Interio		
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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, or her or its heirs, devisees, executors, assigns or successors in interest. EXECUTED this / 7 + 1/4 day of CANAL SEAL Address: PICI Rat 2-43 (STATE OF	•				-		-		-			rests in	unitized substar	ices, co	wering the la	nds within	
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TRACT (S) 5 STATE OF On this 17 th day of action, 2000, before me personally to me known to be the person described in and who executed the foregoing instrument, and acknowledged that (s) he executed the same as his/her free act and deed. My Commission Expires: October 23 200 Kay Cotton 23 200 Notary Public (SEAL) OFFICIAL SEAL Key L Catanach Notary Public OFFICIAL SEAL Notary Public								,			1	—~~ (111	. / ,	1	//	
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In consideration of the execution of the Unit Agreement for the Development and Operation of the Red Hills North UNIT AREA. County of Lea State of
New Mexico, dated March 1 .1% 2000, in form approved on behalf of the Secretary of the Interior and the
Commissioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit
Operating Agreement which relates to said Unit Agreement the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement
as fully as though the undersigned had executed the original agreement.
This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest.
This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, or her or its hoirs, devisees, executors, assigns or successors in interest.
EXECUTED this 10 TH day of APR 1 2000
Address: DR ERIK BATEMA
TRACT (S) 2740 OSTROM AVE
TRACT (S) 2740 OSTROM AVE LONG BEACH CA STATE OF CALITOYNIA PH (562) 425 4478 90815
STATE OF CALITOYNIA 90815
() (10 0 0 0) II.
COUNTY OF LIVIN (IC
On this 10 day of A ON . 15 2000, before me personally to the person described in and who executed the foregoing
instrument, and acknowledged that (s) he executed the same as (fighter free act and deed.
Instrument, and action acting the executed the same as (ID) and the act and deed.
My Commission Expires: NOVEMBEY 20, 2002 Brett K Way Holic
BRITT K. MAURSTAD
(SEAL) Commission # 1202469
Notary Public - California 💈 Orange County
My Comm. Expires Nov 20, 2002

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(SEAL)													

In consideration of the Red Hills North	execution of the UNIT A	Unit Agreement	for the	Development Lea	and Operation	of the State of
Red Hills North New Mexico, dated March	1 .19% 2	2000, in form app	roved on be	half of the Sec	retary of the Inter	or and the
Commissioner of Public Lands, and in co	onsideration of the execut	ion or ratification by	other work	ing interest own	ners of the contemp	orary Unit
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as fully as though the undersigned had e	xecuted the original agree	ement.				
This Ratification and Joinder	shall be effective as to t	the undersigned's in	terests in a	ny lands and lea	ises, or interests the	nerein, and
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instrument, and acknowledged that (s) h	te executed the same as h	nis/her free act and o	deed.			
N. C						
My Commission Expires:		Notary Public				
(SEAL)						

Exhibit "B"

Schedule Showing All Lands and Leases Within the Red Hills North Unit Lea County, New Mexico

2 Township 25 South Range 33 East Section 1: Lot 2, S/2, SW/4 NE/4	1 Township 25 South, Range 33 East Section 1: Lot 3, SE/4 NVV/4 Section 12: All	Tract No. Description of Lands
399.9	79.89 640	Total Acres
NM 19859 1/1/84	NM 30400 7/1/87	Serial Number and Expiration Date
USA 12.50%	USA 12.50%	Serial Number and Expiration Basic Royalty Owner Date and Percentage
C. C. Bateman	Jarmila Vrana 19 Jaroslav O. Vrana Revocable Trust Serba Revocable	y Owner ntage Lessee of Record
Erik C. Batemen Mortimer M. Merritt Glenda Christian Young James H. Stone, Inc. Chapman H. Snodgross	Jarmila Vrana 1989 3.00000000% Hallwood Petroleum Ir Revocable Trust A 3.000000000% Roden Associates Ltd Roden Participants Ltd Michael Shearn Sol West III EOG Resouces, Inc.	Overriding Royally and Percentage
1.56250000% Hallwood Petrol 0.49997000% Roden Associat 1.56250000% Roden Parlicipa 1.31250000% Michael Shearn 1.31250000% Sol West III 1.31250000% EOG Resouces	3.00000000% F	l Percentage
1.56250000% Hallwood Petroleum Inc. 0.49997000% Roden Associates Ltd. 1.56250000% Roden Participants Ltd. 1.31250000% Michael Shearn 1.31250000% Sol West III 1.31250000% EOG Resouces, Inc.	3.00000000% Hallwood Petroleum Inc. 3.00000000% Roden Associates Ltd. Roden Participants Ltd. Michael Shearn Sol West III EOG Resouces, Inc.	Working Interest and Percentage
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			3 Township 25 South, Range 34 East Section 6: Lots 6, 7, E/2 SVV/4 Section 7: Lots 3, 4, SE/4 SVV/4 Section 8: W/2 SVV/4
			NM 18640 A USA 159.26 8/1/83 119.15 80
			Jacob Tahmesian 12.50%
Roxy A. Burkfield Monty D. McLane Mary Hudson Ard Rhonda Pace States Inc.	David H. Pace Barbara E. Hannifin Bob Bales Lindy's Living Trust	Josephine 1. Hudson Kathleen Hannifin Bullard Estate Shanee Oil Company. Inc. David L.Schmidt	Alan Jochimsen Barbara Ann Woods Boley B. Embrey Danielle Hannifin Edward R. Hudson, Jr. Holly Schertz
0.91666000% 0.20370500% 0.21870000% 0.12500000% 0.43518500%	0.12500000% 0.30555700% 0.12500000% 0.32812500% 0.32812500%	0.21870007% 0.30555600% 0.25000000% 0.25000000%	0.66666700% Roden Associates Ltd. 0.30555600% Roden Participants Ltd. 0.12500000% EOG Resources, Inc. 0.30555700% 0.40635000% 0.30555700%
			0.78030000% 3.90140000% 95.31830000%

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Exhibit "B"

Schedule Showing All Lands and Leases Within the Red Hills North Unit Lea County, New Mexico

7	თ		4 n	Tract No.
Township 25 South, Range 34 East Section 18: Lots 1-4, E/2 and E/2 W/2	Township 25 South, Range 34 East Section 7: NE/4 SW/4, SE/4 NW/4	Section 7: Lots 1 & 2, NE/4, NE/4 NW/4		
638.56	80	279.05	400	Total Acres
NM 24490 3/1/85	NM E 1924 2 6/10/58	4/1/83	NM 19623 12/1/83	Serial Number and Expiration Date
USA	State of N	!	USA USA	
12.50%	State of New Mexico 12.50%	12.50%	12.50%	Lea Coul Basic Royalty Owner and Percentage
Janice A. Lindsay	W. A. Yeager		R. C. Beveridge	
Estelle C. Haefele Kelly Revocable Trust James W. Haefele John G. Andrikopoulos Judy K. Andrikopoulos Janice A. Kruzich Dorothy J. Tucker Trust A. G. Andrikopoulos Resources, Inc.		Ben B. Hutchinson Estate Trust Robert N. Enfield Sunshine Company Ann Hutchinson Krull Mona L. Coffield Bryan Bell Family Limited Partnership #1 Marilyn J. Clifford Individual Retirement Account States Inc. EOG Resources, Inc.	The Beveridge Company Armadillo Prego Bravo-I LLC	1
0.11718800% 0.23437500% 0.11718700% 0.05859400% 0.05859400% 0.250000000% 0.23437500% 3.92968700%				d Percentage
0.11718800% EOG Resources, Inc. 0.23437500% 0.11718700% 0.11718700% 0.05859400% 0.25000000% 0.23437500% 3.92968700%	Roden Associates Ltd. Roden Participants Ltd. EOG Resources, Inc.	0.25000000% Roden Participants Ltd. 0.25000000% EOG Resources, Inc. 1.0000000% 0.25000000% 0.25000000% 0.50000000% 0.50000000%	1.85700000% EOG Resources, Inc. 1.87500000% 3.75000000%	Working Interest and Percentage
100.000000000%	0.78030000% 3.90140000% 95.31830000%	3.90140000% 95.318300000%	100.000000000%	d Percentage

Exhibit "B"

Schedule Showing All Lands and Leases Within the Red Hills North Unit Lea County, New Mexico

10 Township 25 South, Range 34 East Section 6: W/2 SE/4	9 Township 25 South, Range 34 East Section 7: SE/4	8 Township 25 South, Range 34 East Section 17: W/2, SW/4 NE/4, W/2 SE/4	Tract No. Description of Lands
80	160	440	Total Acres
NM 30400 7/1/87	NM 19625 1/1/84	NM 94108 12/1/04	Serial Number and Expiration Basic Royalty Owner Date and Percentage
USA	USA	USA	Basic F
Jaroslav O. Vrana 12.50%	Lillie M. Yates 12.50%	Daniel E. Gonzales 12.50%	asic Royalty Owner and Percentage Lessee of Record
Jarmila Vrana 1989 Revocable Trust Serba Revocable Trust	Estate of Lillie M. Yates		Overriding Royally and Percentage
0.30000000% 0.300000000%	6.25000000%		Percentage
0.30000000% Roden Associates Ltd. 0.30000000% Roden Participants Ltd. EOG Resources, Inc.	6.25000000% EOG Resources, Inc.	EOG Resources, Inc.	Working Interest and Percentage
0.78030000% 3.90140000% 95.31840000%	100 00000000%	100.00000000%	d Percentage

Recapitulation

3475.81 Acres of Bureau of Land Management Lands	80 Acres of State of New Mexico Lands
97.750161%	2.249839%

Seog resources

O Tract Numbers as Listed on Exhibit "B"

EXHIBIT "A"

72	82	58	30	52
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34	33	32	31	98

		YOMING RATE OF	10 (((((((((((((((((((
Media Aublic		007-01	My Commission Expires:
May Renown to be the person described in and who executed the foregoing there fore going			On this Dorothy J. Tucker instrument, and ecknowledged
) ee.			COUNTY OF LARAMIE
Domothy Victor, Trustee Dorothy Victor Trust 200 Cascade Avenue Cheyenne, WY 82009			(2) TDART
May 2000 MAN		4351	EXECUTED this
binding upon the undersigned, his, or her or its heirs, devisees, executors,	ad liade inam:		Das notissifitas sinti Rensint of mossessur to anglesa.
undersigned's interests in any lands and leases, or interests therein, and eements or other interests in unitized substances, covering the lands within and gas interest.	nas notigo anti	reixs taben under exist	bna noisasítistá sintí noisea praschdy held or which the Unit Ares is which the under
or ratification by other working interest owners of the contemporary Unit- signed hereby expressly ratifies, approves and adopts said. Unit Agreement	noitussas shi) nent the under	raman linU bise of to	Commissiones of Public Lands, a Operating Agraement which relate as fully as though the undersigne
it Agreement for the Development and Operation of the Agreement of A. County of Leas Secretary of the Interior and the Los in form approved on behalf of the Secretary of the Interior and the	JANTI ARE	t the execution	Red Hills North
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DNA UNIT OPERATING AGREEMENT SATIBICATION AND JOINDER OF UNIT AGREEMENT.

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	·m (Laramie	TO YTHUOS
•	<u> </u>		Wyoming	30 STATE
Daniel, WY 83115	-		·	
P. O. Box 350	-		L	(i) TO AND
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Jan 1	111			<u> </u>
1 00 KS 64	y of May	4 45	ांगा उद्गार	DEXE
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raigned, his, or her or its heirs, devisers, executor	· On	. 4+0	.menemi al mes	ussaus 10 argies
	and god and gas interest. shall be binding upon the unde	nay be found to have to have the found to have the foundation of t	which the undersigned suffication and Joinder as is interest.	r ai aenA iinU ar St airfT neasane 10 anglea
te in any lands and leases, or inseess the lands withi ests in unitized substances, covering the lands withi migned, his, or her or its heirs, devisees, exceuton	ption agrament or other inter- ny an oil and gas interest. The binding upon the under-	se braces at sing condition of particular or processor or the condition of	held or which may are thich the undersigned which the undersigned his moincail in the section and loinder here is interest.	(laneary sailsy or al arrA in U at a sirt.) SaidT
este in unjitzed zubstences, covering the lends withi	to the undersigned's interest prion agreement or other inter- ry as an oil and gas interest. The same of the same about the properties of the same	ahali be effective se under existing of the found to but the Dair Agreemen of Universe	aufileation and Johnden And or which may are which the undersigned wification and Joinder and in interess.	A sidT (lasseng saisleya r at aenA tinU at A sidT teasaue to angies.
ly raisses, approves and adopts said Unit Agreemes ts in any lands and leases, or inserests therein, an ests in unitized substances, covering the lands withi	the undersigned hereby expression the undersigned. As to the undersigned's inserse option of the undersigned of other interprises and the undersigned of the undersi	sassersed the original bearsess designed to the control of the con	and which nesses as or selectes as or selected to the understance and louders as of the understance which the understance withing the understance and loinder and selected the interest.	moorgA gainmoor A sing A sing (Umesory sainloyo r ai sonA sinU at A sing Lassaur 10 angles.
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COUNTY OF

W. R. SCRIBNER - NOTARY PUBLIC

MACHING

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MAY 16 '00 14:45

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RATIFICATION AND JOINDER OF UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

Red Hills North	of the Unit Agreement UNIT AREA, County of	for the Development and Or	peration of the
New Mexico, dated March 1	JSC 2000 in form and	remark on babalf of the Samuer of the	State of
Commissioner of Public Lands, and in consideration of	of t he execution or ratification ha	cotter marking income among of the .	
Observed Officement among corners in mile CUT Viles	MARI DA URGARNISTA DEREN ARI	pressly ratifies, approves and adopts se	id Unit Agreement
as fully as though the undersigned had executed the o	riginal agreement.		
This Builtanian and Interior A. 18.8			
This Restification and Joinder shall be effe	clive as to the undersigned's in	terests in any lands and leases, or ist	eresu therein, and
royalties presently held or which may arise under exist the Unit Area in which the undersigned may be found	to have an all and and import	imeresta in unitizad substances, coveri	ng the leads within
	. to have an on and gas interest.		
This Ratification and Joinder of Unit Agree	ement shall be binding upon the	undersigned, his, or her or its heirs, d	evisees executors
assigns of successions in interest.			
12th	Mass	, 2000	
EXECUTED this 12 Cm	_day ofMay	.19 2000	
	(h. 1	1. 1/ by hi he will	
Athe	Audy K.	Andrikopoulos/	
•	July K.	Addres: P. O. Box 350	
	•	Daniel, WY 831	15
TRACT (5)		DELICI, WI 831	
			
STATE OF Wyoming)		
Tanada) 44.	•	
COUNTY OF Laramie			
On this 12th	L # Mass	2000	
Judy K. Andrikopoulos	lay of May	. 19 <u>2000</u> . before	
instrument, and seknowledged that (s) he executed the	s same as his/her (res art and d	person described in and who exec	uted the foregoing
16 1 0 0	110	\(\)	
[1] -[-/]/[1101		
My Commission Expires:	<u> </u>	14	
	Notary Public		

W. B. SCRIBNER - NOTARY PUBLIC (SEAL)			
COUNTY OF STATE OF			
LARAMIE WYCHING			
18: Commission Protess Oct. 1, 2000 II			

Rev. 07/95