

HACKBERRY HILLS UNIT
Townships 21 and 22 South
Ranges 25 and 26 South
Eddy County, New Mexico
Proposed 12,000' Devonian Test
Columnar Section
Roswell District

Vert. Scale
1" = 1400' (Approx.)

EXHIBIT "F"

29 September 1960

Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT

W. B. Hopkins
DISTRICT MANAGER
M. I. Taylor
DISTRICT PRODUCTION
MANAGER
F. O. Mortlock
DISTRICT EXPLORATION
MANAGER
H. A. Rankin
DISTRICT SERVICES MANAGER

June 4, 1963

P. O. Drawer 1938
Roswell, New Mexico

Hackberry Hills Unit No. 14-08-
0001-7348, Eddy County, New Mexico
File No. 3-00259

United States Department of the Interior
Geological Survey
Post Office Drawer 1857
Roswell, New Mexico

Attention: Mr. John A. Anderson

Gentlemen:

Enclosed for your further handling in connection with the Royalty Owners' "Consent and Ratification" of the subject Unit, are four copies of "Consent to Subsequent Joinder" duly executed in behalf of the several Working Interest Owners, together with "Consent and Ratification" instrument of Roy L. Flood, owner of an overriding royalty in Tract No. 13. This "Consent and Ratification" was obtained subsequent to the approval of this Unit by the Director.

Yours very truly,



F. E. Curtis, Jr.
District Landman

Enclosures
JWE:sz

cc: w/Enclosures

Commissioner of Public Lands
State of New Mexico
Post Office Box 791
Santa Fe, New Mexico

Oil Conservation Commission
State of New Mexico
Post Office Box 871
Santa Fe, New Mexico



MAIN OFFICE OCC

1963 JUN 6 AM 8:04

Hackberry Hills Unit Agreement
No. 14-08-0001 7348, Eddy County,
New Mexico
Effective Date: February 27, 1961

CONSENT TO SUBSEQUENT JOINDER

The undersigned Working Interest Owners pursuant to Section 29 of the Hackberry Hills Unit Agreement hereby consent to the joinder of the non-working interest owner hereinafter described, a copy of which joinder is attached hereto and made a part hereof.

Tract No. or Nos. Affected

Name of Owner of Non-Working Interest

13

Roy L. Flood

Note: Pursuant to Section 33B of the Unit Operating Agreement the undersigned have become the owners of all the working interest in Tract 13.

IN WITNESS WHEREOF this instrument is executed by the undersigned this 6th day of December, 1962.

NORTHERN NATURAL GAS PRODUCING COMPANY

ATTEST:

[Signature]
Assistant Secretary

By [Signature]
Vice-President

GULF OIL CORPORATION

Law	<u>WTR</u>
Constr.	
Exp.	
Prod.	

ATTEST:

[Signature]
Assistant Secretary

By [Signature]
Attorney-in-Fact

THE PURE OIL COMPANY

APPROVED	
TRADE	<u>A</u>
FORM	
DESCRIPTION	<u>B</u>

By [Signature]
Manager, Southern Production Division

MARATHON OIL COMPANY

ATTEST:

[Signature]
Assistant Secretary

By [Signature]
Vice-President
R. M. Wilson, Assistant Division Manager

APPROVED TO FORM
<u>[Signature]</u>

PAN AMERICAN PETROLEUM CORPORATION

ATTEST:

[Signature]
Assistant Secretary

By [Signature]
Vice-President ATTORNEY-IN-FACT

APPROVED
<u>[Signature]</u>

one
Burb

THE SUPERIOR OIL COMPANY

ATTEST:

J. J. Selby
Assistant Secretary

By C. H. Wick
Vice-President

SINCLAIR OIL & GAS COMPANY

ATTEST:

[Signature]
Assistant Secretary

By [Signature]
Vice-President

APPROVED	
FORM	21
SUBSTANCE	R10
	BA

TEXACO INC.

[Signature]

By [Signature]
Attorney-in-Fact

TIDEWATER OIL COMPANY

ATTEST:

[Signature]
Assistant Secretary

By [Signature]
Vice-President

[Signature]
E. A. HANSON

STATE OF Nebraska |

COUNTY OF Douglas |

The foregoing instrument was acknowledged before me this 23rd day of May, 1962 by Jackson M. Barton, Vice-President of NORTHERN NATURAL GAS PRODUCING COMPANY, a Delaware corporation, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires: October 28, 1965

STATE OF NEW MEXICO |

COUNTY OF CHAVES |

The foregoing instrument was acknowledged before me this 10th day of December, 1962 by W. B. Hopkins, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires: My Commission Expires August 15, 1966

STATE OF TEXAS |
COUNTY OF Midland |

The foregoing instrument was acknowledged before me this 28th day of December, 1962, by R. H. Johnston, Vice-President of SINCLAIR OIL & GAS COMPANY, a Missouri corporation, on behalf of said corporation.

Ellen Hallock
Notary Public

My Commission Expires:
June 1, 1963

STATE OF Texas |
COUNTY OF Midland |

The foregoing instrument was acknowledged before me this 27th day of December, 1962, by J. L. Sleeper, Jr., Attorney-in-Fact of TEXACO INC., a Delaware corporation, on behalf of said corporation.

Betty R. Davis BETTY R. DAVIS
Notary Public

My Commission Expires:
June 1, 1963

STATE OF Texas |
COUNTY OF Harris |

The foregoing instrument was acknowledged before me this 23rd day of April, 1962, by E. B. NIEBER, JR., Vice President OF TIDEWATER OIL COMPANY, a Delaware corporation, on behalf of said corporation.

Molly Pitkin
Notary Public
MOLLY PITKIN
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1963

My Commission Expires:
6-1-63

STATE OF New Mexico |
COUNTY OF Chaves |

The foregoing instrument was acknowledged before me this 6 day of December, 1962, by E. A. HANSON.

Emerson B. Schuster
Notary Public

My Commission Expires:
BY COMMISSION EXPIRES FEBRUARY 28, 1966

CONSENT AND RATIFICATION OF
HACKBERRY HILLS UNIT AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Hackberry Hills Unit Area embracing lands in Eddy County, New Mexico, which said Agreement is dated the 26th day of January, 1961, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the Hackberry Hills Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

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

Roy L Flood

STATE OF New Mexico |
COUNTY OF Chaves |

The foregoing instrument was acknowledged before me this 13th day of March, 1961, by Roy L. Flood of Roswell, N.M.

Emerson B. Tedhunter
Notary Public

My Commission Expires: _____
My Commission Expires February 28, 1965

RECEIVED
APR 19 1961
LAND SURVEY
ROSWELL, NEW MEXICO

2151

Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT 15

May 3, 1963

W. B. Hopkins
DISTRICT MANAGER
M. I. Taylor
DISTRICT PRODUCTION
MANAGER
F. O. Mortlock
DISTRICT EXPLORATION
MANAGER
H. A. Rankin
DISTRICT SERVICES MANAGER

P. O. Drawer 1938
Roswell, New Mexico

Hackberry Hills Unit
No. 14-08-0001-7348
Eddy County, New Mexico
File No. 3-00259

United States Department of the Interior
Geological Survey
Post Office Drawer 1857
Roswell, New Mexico

Attention: Mr. John A. Anderson

Gentlemen:

Enclosed for your further handling in connection with the royalty owners "Consent and Ratification" of the subject Unit are four copies of "Consent to Subsequent Joinder" duly executed in behalf of Texaco Inc. and Tidewater Oil Company as working interest owners together with Consent and Ratification instrument of royalty owner with respect to Tract No. 20 in this Unit.

This Consent and Ratification was obtained subsequent to approval of this Unit by the Director.

Yours very truly,



F. E. Curtis, Jr.
District Landman

Enclosures
JWE:dch

cc: Commissioner of Public Lands
State of New Mexico
Post Office Box 791
Santa Fe, New Mexico



Oil Conservation Commission
State of New Mexico
Post Office Box 871
Santa Fe, New Mexico



RECORDED 15

Hackberry Hills Unit Agreement
No. 14-08-0001 7348, Eddy County,
New Mexico

Effective Date: February 27, 1961

CONSENT TO SUBSEQUENT JOINDER

The undersigned Working Interest Owners pursuant to Section 29 of the Hackberry Hills Unit Agreement hereby consent to the joinder of the non-working interest owner hereinafter described, a copy of which joinder is attached hereto and made a part hereof.

<u>Tract No. or Nos. Affected</u>	<u>Name of Owner of Non-Working Interest</u>
20	Dan Ella Miller

IN WITNESS WHEREOF this instrument is executed by the undersigned this 27th day of December, 1962.

ATTEST: [Signature]
Secretary

TEXACO INC.
By [Signature]
Attorney-in-Fact

ATTEST: [Signature]
Asst. Secretary

TIDEWATER OIL COMPANY
By [Signature]
Vice-President

STATE OF Texas *l*
COUNTY OF Midland *l*

The foregoing instrument was acknowledged before me this 27th day of December, 1962, by [Signature], Attorney-in-Fact for TEXACO INC., a Delaware corporation, on behalf of said corporation.

My Commission Expires: June 1, 1963
[Signature] Notary Public

OF _____
OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1962, by E. B. MILLER, JR., Vice President of TIDEWATER OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____
[Signature] Notary Public

ILLEGIBLE

MOLLY FITKIN
Notary Public in and for Harris County, Texas
My Comm. Exp. Expires June 1, 1963

CONSENT AND RATIFICATION OF
HACKBERRY HILLS UNIT AGREEMENT

EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Hackberry Hills Unit Area embracing lands in Eddy County, New Mexico, which said Agreement is dated the 26th day of January, 1961, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the Hackberry Hills Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

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

Don Ella Miller

STATE OF Texas *Y*
COUNTY OF El Paso *Y*

The foregoing instrument was acknowledged before me this 8th day of March, 1961, by Don Ella Miller of El Paso Texas.

Eva Bauer

Notary Public

My Commission Expires:
6-1-61

RECEIVED
APR 19 1961
COUNTY CLERK
EDDY COUNTY, NEW MEXICO

Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT

W. A. Shellshear
DISTRICT MANAGER
F. O. Mortlock
DISTRICT EXPLORATION
MANAGER
M. I. Taylor
DISTRICT PRODUCTION
MANAGER
H. C. Vivian
DISTRICT SERVICES MANAGER

February 22, 1961

P. O. Drawer 669
Roswell, New Mexico

Case # 2181

Hackberry Hills Unit
Eddy County, New Mexico
Case No. 2181
Order No. R-1871

Oil Conservation Commission
State Land Office Building
Santa Fe, New Mexico

Attention: Mr. A. L. Porter, Jr.

Gentlemen:

With reference to the subject unit we furnished your office on February 8, 1961, one executed copy each of the Unit Agreement and Unit Operating Agreement covering the Hackberry Hills Unit and advised at that time that the signature page evidencing execution on behalf of The Superior Oil Company would be forwarded at a later date.

Accordingly, there are enclosed the signature and acknowledgment pages of The Superior Oil Company for each agreement, which we shall appreciate your inserting in the proper place in the counterparts now in your possession.

Yours very truly,

F. E. Curtis, Jr.
District Landman

By *J. W. Eiserloh*
J. W. Eiserloh

Enclosures
JWE:sz



THE PURE OIL COMPANY

ATTEST:

Date: _____

BY: _____
Its _____

SKELLY OIL COMPANY

ATTEST:

Assistant Secretary

Date: _____

BY: _____
Its _____

THE OHIO OIL COMPANY

ATTEST:

Assistant Secretary

Date: _____

BY: _____
Its _____

HONOLULU OIL CORPORATION

ATTEST:

Assistant Secretary

Date: _____

BY: _____
Its _____

SUN OIL COMPANY

ATTEST:

Date: _____

BY: _____
Its _____

NORTHERN NATURAL GAS PRODUCING COMPANY

ATTEST:

Date: _____

BY: _____
Its _____

THE SUPERIOR OIL COMPANY

BY: W Mengden
W. Mengden

Date: 2/3/61

[Handwritten initials]

AND B W Burkhead
Assistant Secretary B W Burkhead

SINCLAIR OIL & GAS COMPANY

ATTEST:

Assistant Secretary

Date: _____

BY: _____
Its _____

STATE OF Texas)
)
COUNTY OF Midland)

The foregoing instrument was acknowledged before me this 8 day of February, 1961, by W. Mengden, VICE PRESIDENT of THE SUPERIOR OIL COMPANY, a California corporation, on behalf of said corporation.

My Commission Expires:
My Commission Expires June 1, 1961
~~Jackie Ferway~~

Jackie Ferway
Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____, _____ of SINCLAIR OIL & GAS COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____, _____ of TEXACO SEABOARD INC., a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____, _____ of TEXACO INC., a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____, _____ of TIDEWATER OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

ATTEST:

Date: _____

ATTEST:

Assistant Secretary

Date: _____

ATTEST:

Assistant Secretary

Date: _____

ATTEST:

Assistant Secretary

Date: _____

ATTEST:

Date: _____

ATTEST:

Date: _____

Date: 2/8/61

ATTEST:

Assistant Secretary

Date: _____

THE PURE OIL COMPANY

BY: _____
Its _____

SKELLY OIL COMPANY

BY: _____
Its _____

THE OHIO OIL COMPANY

BY: _____
Its _____

HONOLULU OIL CORPORATION

BY: _____
Its _____

SUN OIL COMPANY

BY: _____
Its _____

NORTHERN NATURAL GAS PRODUCING COMPANY

BY: _____
Its _____

THE SUPERIOR OIL COMPANY

BY: W Mengden
W. Mengden

AND B W Burkhead
Assistant Secretary B W Burkhead

SINCLAIR OIL & GAS COMPANY

BY: _____
Its _____

STATE OF Texas)
)
COUNTY OF Midland)

The foregoing instrument was acknowledged before me this 8 day of February, 1961, by W. Mengden, VICE PRESIDENT of THE SUPERIOR OIL COMPANY, a California corporation, on behalf of said corporation.

My Commission Expires:
My Commission Expires June 1, 1961
Jackie Perrow

Jackie Perrow
Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____, _____ of SINCLAIR OIL & GAS COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____, _____ of TEXACO SEABOARD INC., a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____, _____ of TEXACO INC., a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____, _____ of TIDEWATER OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

Case # 2181

Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT

W. A. Shellshear
DISTRICT MANAGER
F. O. Mortlock
DISTRICT EXPLORATION
MANAGER
M. I. Taylor
DISTRICT PRODUCTION
MANAGER
H. C. Vivian
DISTRICT SERVICES MANAGER

March 21, 1961

1938
P. O. Drawer 609
Roswell, New Mexico

Hackberry Hills Unit
Eddy County, New Mexico

The Oil Conservation Commission
State of New Mexico
Santa Fe, New Mexico

Attention: Mr. A. L. Porter, Jr.

Gentlemen:

Enclosed, for completion of your file, is a complete copy of the Unit Agreement and the Unit Operating Agreement covering the subject Unit, including reproduced copies of the Signature and Acknowledgment pages of each instrument together with copies of the approvals on behalf of the State and the Director, U. S. Geological Survey.

Yours very truly,

F. E. Curtis, Jr.
F. E. Curtis, Jr.
District Landman *F. E. Curtis, Jr.*

JWE:ers
Enclosures



NOTICE OF CHANGE OF ADDRESS

EFFECTIVE APRIL 1, 1961

GULF OIL CORPORATION
ROSWELL PRODUCTION DISTRICT OFFICE

Old Address: Post Office Box 669
Roswell, New Mexico

New Address: Post Office Box 1938
Roswell, New Mexico

Hackberry Hills Unit
No. 14-08-0001-7348
Eddy County, New Mexico

COMMITMENT OF LEASE ACREAGE TO
UNIT AND UNIT OPERATING AGREEMENTS
-- ACKNOWLEDGEMENT AND CERTIFICATION --

The undersigned Working Interest Owners, each for itself or himself (as the case may be), does hereby acknowledge and certify to the following facts:

1. That it or he did execute without reservations, the Unit and Unit Operating Agreements for the Hackberry Hills Unit Area prior to the final approval by the Director of the United States Geological Survey and other official bodies, thereby effectively committing and intending to commit all its or his leasehold acreage as described in Exhibit "B" which was then owned or expected to be earned by participation in the initial test well.

2. That among other leasehold interests described in Exhibit "B" the undersigned, and each of them, intended to commit their respective interests in Tract Nos. 15-A and 18, to be earned pursuant to that certain farmout letter from Tenneco Corporation (formerly Tennessee Gas and Oil Company) dated February 6, 1961, copies of which were heretofore made a part of Unit Operator's submittal of Unit Agreement and Exhibits and Application for final approval on February 10, 1961.

3. That subsequent to the submittal of said material the Unit Operating Agreement was amended, copies of said amendment having heretofore been filed, so that, among other things, the working interests to be earned thereunder and committed to said Unit and Unit Operating Agreements would be fully provided for.

4. That subsequently, Tenneco Corporation assigned said leases described as constituting Tracts 15-A and 18 to Gulf Oil Corporation as Unit Operator which, in turn, re-assigned certain

partial interests as theretofore agreed upon to Marathon Oil Company, Pan American Petroleum Corporation, The Superior Oil Company, Sinclair Oil and Gas Company, Texaco Inc. and Ernest A. Hanson, all of which assignments have heretofore been approved by the proper representatives of the Bureau of Land Management.

5. That at all times material hereto the undersigned and each of them have considered that said Tracts 15-A and 18 were committed to said Unit, and, if by oversight or inadvertance the record of committment is not clear by this certification and acknowledgement, the undersigned and each of them do hereby commit all of their respective interests in Tract Nos. 15-A and 18 to said Unit, the same to be effective as of the date of approval of the assignment to them of said interests.

IN WITNESS WHEREOF this instrument is executed the day and year shown opposite each party's signature. AND IT IS FURTHER PROVIDED that this instrument may be executed in any number of counterparts no one of which needs to be executed by all parties with the same force and effect as if all such 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 any of the lands within the above-described Unit Area.

GULF OIL CORPORATION

ATTEST:

N.C. Dorian
Assistant Secretary

By *W.B. H. Jones*
Attorney-in-Fact

Date: December 27, 1962

MARATHON OIL COMPANY

ATTEST:

Assistant Secretary

By _____
Vice President

Date: _____

PAN AMERICAN PETROLEUM CORPORATION
(Successor to Honolulu Oil Corporation)

ATTEST:

Secretary By _____
Vice President

Date: _____

THE SUPERIOR OIL COMPANY

ATTEST:

Secretary By _____
Vice President

Date: _____

SINCLAIR OIL & GAS COMPANY

By _____
Vice President

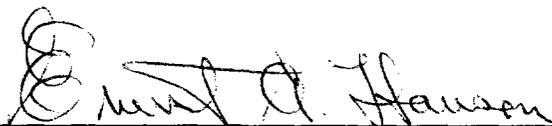
Date: _____

TEXACO INC.

By _____
Attorney-in-Fact

Date: _____

Date: Dec. 29, 1962

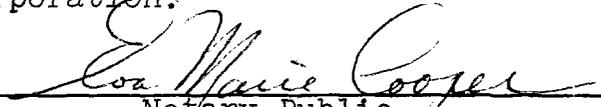


Ernest A. Hanson

THE STATE OF NEW MEXICO i

COUNTY OF CHAVES i

The foregoing instrument was acknowledged before me this
27th day of December, 1962, by W. B. Hopkins
_____, Attorney in Fact _____ of
Gulf Oil Corporation, a Pennsylvania
corporation on behalf of said corporation.



Notary Public

My Commission Expires:
My Commission Expires August 15, 1964

Hackberry Hills Unit
No. 14-08-0001-7348
Eddy County, New Mexico

COMMITMENT OF LEASE ACREAGE TO
UNIT AND UNIT OPERATING AGREEMENTS
-- ACKNOWLEDGEMENT AND CERTIFICATION --

The undersigned Working Interest Owners, each for itself or himself (as the case may be), does hereby acknowledge and certify to the following facts:

1. That it or he did execute without reservations, the Unit and Unit Operating Agreements for the Hackberry Hills Unit Area prior to the final approval by the Director of the United States Geological Survey and other official bodies, thereby effectively committing and intending to commit all its or his leasehold acreage as described in Exhibit "B" which was then owned or expected to be earned by participation in the initial test well.

2. That among other leasehold interests described in Exhibit "B" the undersigned, and each of them, intended to commit their respective interests in Tract Nos. 15-A and 18, to be earned pursuant to that certain farmout letter from Tenneco Corporation (formerly Tennessee Gas and Oil Company) dated February 6, 1961, copies of which were heretofore made a part of Unit Operator's submittal of Unit Agreement and Exhibits and Application for final approval on February 10, 1961.

3. That subsequent to the submittal of said material the Unit Operating Agreement was amended, copies of said amendment having heretofore been filed, so that, among other things, the working interests to be earned thereunder and committed to said Unit and Unit Operating Agreements would be fully provided for.

4. That subsequently, Tenneco Corporation assigned said leases described as constituting Tracts 15-A and 18 to Gulf Oil Corporation as Unit Operator which, in turn, re-assigned certain

partial interests as theretofore agreed upon to Marathon Oil Company, Pan American Petroleum Corporation, The Superior Oil Company, Sinclair Oil and Gas Company, Texaco Inc. and Ernest A. Hanson, all of which assignments have heretofore been approved by the proper representatives of the Bureau of Land Management.

5. That at all times material hereto the undersigned and each of them have considered that said Tracts 15-A and 18 were committed to said Unit, and, if by oversight or inadvertance the record of committment is not clear by this certification and acknowledge- ment, the undersigned and each of them do hereby commit all of their respective interests in Tract Nos. 15-A and 18 to said Unit, the same to be effective as of the date of approval of the assign- ment to them of said interests.

IN WITNESS WHEREOF this instrument is executed the day and year shown opposite each party's signature. AND IT IS FURTHER PROVIDED that this instrument may be executed in any number of counterparts no one of which needs to be executed by all parties with the same force and effect as if all such 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 any of the lands within the above-described Unit Area.

GULF OIL CORPORATION

ATTEST:

N. C. Kivian
Assistant Secretary

By *W. B. H. [Signature]*
Attorney-in-Fact

Date: December 27, 1962

MARATHON OIL COMPANY

ATTEST:

Assistant Secretary

By _____
Vice President

Date: _____

PAN AMERICAN PETROLEUM CORPORATION
(Successor to Honolulu Oil Corporation)

ATTEST:

Secretary By _____
Vice President

Date: _____

THE SUPERIOR OIL COMPANY

ATTEST:

Secretary By _____
Vice President

Date: _____

SINCLAIR OIL & GAS COMPANY

By _____
Vice President

Date: _____

TEXACO INC.

By _____
Attorney-in-Fact

Date: _____

Date: Dec. 28, 1962 _____
Ernest A. Hanson

THE STATE OF NEW MEXICO §

COUNTY OF CHAVES §

The foregoing instrument was acknowledged before me this
27th day of December, 1962, by W. B. Hopkins

Attorney in Fact _____ of
Gulf Oil Corporation, a Pennsylvania
corporation on behalf of said corporation.

E. Marie Cooper
Notary Public

My Commission Expires:

My Commission Expires August 15, 1968

Hackberry Hills Unit
No. 14-08-0001-7348
Eddy County, New Mexico

COMMITMENT OF LEASE ACREAGE TO
UNIT AND UNIT OPERATING AGREEMENTS
-- ACKNOWLEDGEMENT AND CERTIFICATION --

The undersigned Working Interest Owners, each for itself or himself (as the case may be), does hereby acknowledge and certify to the following facts:

1. That it or he did execute without reservations, the Unit and Unit Operating Agreements for the Hackberry Hills Unit Area prior to the final approval by the Director of the United States Geological Survey and other official bodies, thereby effectively committing and intending to commit all its or his leasehold acreage as described in Exhibit "B" which was then owned or expected to be earned by participation in the initial test well.

2. That among other leasehold interests described in Exhibit "B" the undersigned, and each of them, intended to commit their respective interests in Tract Nos. 15-A and 18, to be earned pursuant to that certain farmout letter from Tenneco Corporation (formerly Tennessee Gas and Oil Company) dated February 6, 1961, copies of which were heretofore made a part of Unit Operator's submittal of Unit Agreement and Exhibits and Application for final approval on February 10, 1961.

3. That subsequent to the submittal of said material the Unit Operating Agreement was amended, copies of said amendment having heretofore been filed, so that, among other things, the working interests to be earned thereunder and committed to said Unit and Unit Operating Agreements would be fully provided for.

4. That subsequently, Tenneco Corporation assigned said leases described as constituting Tracts 15-A and 18 to Gulf Oil Corporation as Unit Operator which, in turn, re-assigned certain

partial interests as theretofore agreed upon to Marathon Oil Company, Pan American Petroleum Corporation, The Superior Oil Company, Sinclair Oil and Gas Company, Texaco Inc. and Ernest A. Hanson, all of which assignments have heretofore been approved by the proper representatives of the Bureau of Land Management.

5. That at all times material hereto the undersigned and each of them have considered that said Tracts 15-A and 18 were committed to said Unit, and, if by oversight or inadvertance the record of committment is not clear by this certification and acknowledgement, the undersigned and each of them do hereby commit all of their respective interests in Tract Nos. 15-A and 18 to said Unit, the same to be effective as of the date of approval of the assignment to them of said interests.

IN WITNESS WHEREOF this instrument is executed the day and year shown opposite each party's signature. AND IT IS FURTHER PROVIDED that this instrument may be executed in any number of counterparts no one of which needs to be executed by all parties with the same force and effect as if all such 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 any of the lands within the above-described Unit Area.

GULF OIL CORPORATION

ATTEST:

Assistant Secretary

By _____
Attorney-in-Fact

Date: _____

MARATHON OIL COMPANY

ATTEST:

Assistant Secretary

By _____
Vice President

Date: _____

PAN AMERICAN PETROLEUM CORPORATION
(Successor to Honolulu Oil Corporation)

ATTEST:

Secretary

By _____
Vice President

Date: _____

THE SUPERIOR OIL COMPANY

ATTEST:

[Signature]
Asst. Secretary

By [Signature]
President

Date: January 4, 1963

SINCLAIR OIL & GAS COMPANY

By _____
Vice President

Date: _____

TEXACO INC.

By _____
Attorney-in-Fact

Date: _____

Ernest A. Hanson

Date: _____

THE STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this
4th day of January, 1963, by R. C. WARD
President of
THE SUPERIOR OIL COMPANY, a California
corporation on behalf of said corporation.

[Signature]
Notary Public
(Nellie A. Root)

My Commission Expires:
June 1, 1963

THE STATE OF _____

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me this
_____ day of _____, 19____, by _____

Notary Public

My Commission Expires:

WVK:ej1
12-27-62

Hackberry Hills Unit
No. 14-08-0001-7348
Eddy County, New Mexico

COMMITMENT OF LEASE ACREAGE TO
UNIT AND UNIT OPERATING AGREEMENTS
-- ACKNOWLEDGEMENT AND CERTIFICATION --

The undersigned Working Interest Owners, each for itself or himself (as the case may be), does hereby acknowledge and certify to the following facts:

1. That it or he did execute without reservations, the Unit and Unit Operating Agreements for the Hackberry Hills Unit Area prior to the final approval by the Director of the United States Geological Survey and other official bodies, thereby effectively committing and intending to commit all its or his leasehold acreage as described in Exhibit "B" which was then owned or expected to be earned by participation in the initial test well.

2. That among other leasehold interests described in Exhibit "B" the undersigned, and each of them, intended to commit their respective interests in Tract Nos. 15-A and 18, to be earned pursuant to that certain farmout letter from Tenneco Corporation (formerly Tennessee Gas and Oil Company) dated February 6, 1961, copies of which were heretofore made a part of Unit Operator's submittal of Unit Agreement and Exhibits and Application for final approval on February 10, 1961.

3. That subsequent to the submittal of said material the Unit Operating Agreement was amended, copies of said amendment having heretofore been filed, so that, among other things, the working interests to be earned thereunder and committed to said Unit and Unit Operating Agreements would be fully provided for.

4. That subsequently, Tenneco Corporation assigned said leases described as constituting Tracts 15-A and 18 to Gulf Oil Corporation as Unit Operator which, in turn, re-assigned certain

partial interests as theretofore agreed upon to Marathon Oil Company, Pan American Petroleum Corporation, The Superior Oil Company, Sinclair Oil and Gas Company, Texaco Inc. and Ernest A. Hanson, all of which assignments have heretofore been approved by the proper representatives of the Bureau of Land Management.

5. That at all times material hereto the undersigned and each of them have considered that said Tracts 15-A and 18 were committed to said Unit, and, if by oversight or inadvertance the record of committment is not clear by this certification and acknowledgement, the undersigned and each of them do hereby commit all of their respective interests in Tract Nos. 15-A and 18 to said Unit, the same to be effective as of the date of approval of the assignment to them of said interests.

IN WITNESS WHEREOF this instrument is executed the day and year shown opposite each party's signature. AND IT IS FURTHER PROVIDED that this instrument may be executed in any number of counterparts no one of which needs to be executed by all parties with the same force and effect as if all such 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 any of the lands within the above-described Unit Area.

GULF OIL CORPORATION

ATTEST:

Assistant Secretary

By _____
Attorney-in-Fact

Date: _____

MARATHON OIL COMPANY

ATTEST:

Assistant Secretary

By _____
Vice President

Date: _____

THE STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this
_____ day of _____, 19____, by _____

Notary Public

My Commission Expires:

WVK:ej1
12-27-62

Hackberry Hills Unit
No. 14-08-0001-7348
Eddy County, New Mexico

COMMITMENT OF LEASE ACREAGE TO
UNIT AND UNIT OPERATING AGREEMENTS
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GULF OIL CORPORATION

ATTEST:

Assistant Secretary

By _____
Attorney-in-Fact

Date: _____

MARATHON OIL COMPANY

ATTEST:

Assistant Secretary

By _____
Vice President

Date: _____

THE STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this
_____ day of _____, 19____, by _____

Notary Public

My Commission Expires:

WVK:ej1
12-27-62

Hackberry Hills Unit
No. 14-08-0001-7348
Eddy County, New Mexico

COMMITMENT OF LEASE ACREAGE TO
UNIT AND UNIT OPERATING AGREEMENTS
-- ACKNOWLEDGEMENT AND CERTIFICATION --

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GULF OIL CORPORATION

ATTEST:

Assistant Secretary

By _____
Attorney-in-Fact

Date: _____

MARATHON OIL COMPANY

ATTEST:

Assistant Secretary

By _____
Vice President

Date: _____

THE STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this
_____ day of _____, 19____, by _____
_____.

Notary Public

My Commission Expires:

WVK:ej1
12-27-62

Hackberry Hills Unit
No. 14-08-0001-7348
Eddy County, New Mexico

COMMITMENT OF LEASE ACREAGE TO
UNIT AND UNIT OPERATING AGREEMENTS
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GULF OIL CORPORATION

ATTEST:

Assistant Secretary

By _____
Attorney-in-Fact

Date: _____

MARATHON OIL COMPANY

~~ATTEST:~~

~~_____
Assistant Secretary~~

By I. G. Burrell _____ *gpc*
~~Vice President~~
I. G. Burrell
Division Manager

Date: December 31, 1962

THE STATE OF _____

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me this
_____ day of _____, 19____, by _____
_____.

Notary Public

My Commission Expires:

WVK:ej1
12-27-62



Hackberry Hills Unit
No. 14-08-0001-7348
Eddy County, New Mexico

COMMITMENT OF LEASE ACREAGE TO
UNIT AND UNIT OPERATING AGREEMENTS
-- ACKNOWLEDGEMENT AND CERTIFICATION --

The undersigned Working Interest Owners, each for itself or himself (as the case may be), does hereby acknowledge and certify to the following facts:

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GULF OIL CORPORATION

ATTEST:

Assistant Secretary

By _____
Attorney-in-Fact

Date: _____

MARATHON OIL COMPANY

~~ATTEST:~~

~~Assistant Secretary~~

By I. G. Burrell _____
~~Wice President~~
I. G. Burrell
Division Manager

Date: December 31, 1962

PAN AMERICAN PETROLEUM CORPORATION
(Successor to Honolulu Oil Corporation)

ATTEST:

Secretary

By _____
Vice President

Date: _____

THE SUPERIOR OIL COMPANY

ATTEST:

Secretary

By _____
Vice President

Date: _____

SINCLAIR OIL & GAS COMPANY

Date: _____

By _____
Vice President

TEXACO INC.

Date: _____

By _____
Attorney-in-Fact

Date: _____

Ernest A. Hanson

THE STATE OF Texas

§

COUNTY OF Harris

§

The foregoing instrument was acknowledged before me this
31st day of December, 1962, by _____
_____, I. G. Burrell _____ of
Marathon Oil Company, an Ohio
corporation on behalf of said corporation.

Viola LaMunyon

Notary Public

My Commission Expires:

Viola LaMunyon
Notary Public, Harris County, Texas
My Commission Expires December 2, 1963

THE STATE OF _____

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me this
_____ day of _____, 19____, by _____
_____.

Notary Public

My Commission Expires:

WVK:ej1
12-27-62



Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT

W. B. Hopkins
DISTRICT MANAGER
F. O. Mortlock
DISTRICT EXPLORATION
MANAGER
M. J. Taylor
DISTRICT PRODUCTION
MANAGER
H. C. Vivian
DISTRICT SERVICES MANAGER

P. O. Drawer 1938
Roswell, New Mexico

1963 JAN 14 AM 8 23
January 11, 1963

2/31

Commissioner of Public Lands
State of New Mexico
Post Office Box 791
Santa Fe, New Mexico

Attention: Mrs. Marian Rhea

Re: Hackberry Hills Unit No. 14-08-0001-7348
Eddy County, New Mexico

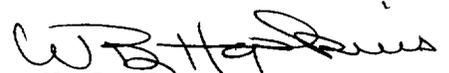
Gentlemen:

On December 28, 1962, we filed with the United States Geological Survey's Regional Office evidence of our commitment of Tracts 15-A and 18 to the Unit Agreement, such evidence including Acknowledgements and Certifications executed by Gulf, Texaco, Sinclair and E. A. Hanson. Copies of these instruments were mailed to you on December 28, 1962.

On January 2, 1963, we received and filed with USGS additional copies of this instrument executed by Marathon Oil Company and Pan American Petroleum Corporation. On January 9, 1963, we received and filed The Superior Oil Company's Acknowledgements and Certifications, thus completing the execution of this instrument by all working interest owners having interests in Tracts 15-A and 18. I am enclosing for your files and information two executed counterparts of the Acknowledgement and Certification evidencing the executions of Marathon, Pan American and Superior.

When we receive information from USGS as to the status of commitment of these tracts, we shall keep you further informed.

Yours very truly,


W. B. Hopkins

Enclosures



cc: New Mexico Oil Conservation Commission
Post Office Box 871
Santa Fe, New Mexico



Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT

W. B. Hopkins
DISTRICT MANAGER
F. O. Mortlock
DISTRICT EXPLORATION
MANAGER
M. I. Taylor
DISTRICT PRODUCTION
MANAGER
H. C. Vivian
DISTRICT SERVICES MANAGER

P. O. Drawer 1938
Roswell, New Mexico

December 28, 1962

United States Department of the Interior
Geological Survey
Post Office Drawer 1857
Roswell, New Mexico

Attention: Mr. John A. Anderson
Regional Supervisor

Re: Hackberry Hills Unit No. 14-08-0001-7348
Eddy County, New Mexico

Gentlemen:

It has come to our attention that your office considers Tract Nos. 15-A and 18 have never been formally committed to the Hackberry Hills Unit Agreement. The purpose of this letter is first, to review all pertinent matters leading up to this situation, second, to transmit our acknowledgement and certification of material facts concerning the commitment of these two tracts and third, to request favorable consideration by your office which we hope will operate to prevent any unintentional expiration of these two federal leases.

Tract No. 15-A is federal lease No. LC-064528-G which if not committed, will expire on December 31, 1962. Tract No. 18 is federal lease No. LC-067596 which, if not committed, will expire on January 31, 1963. Both of these leases are now owned of record by Gulf Oil Corporation 77.84% and by Marathon Oil Company, Pan American Petroleum Corporation, The Superior Oil Company, Sinclair Oil & Gas Company, Texaco Inc. and Ernest A. Hanson 22.16%, all subject to an overriding royalty of 6.25% reserved by Tenneco Corporation. These working interest owners earned their leasehold rights by advancing the drilling and completing costs attributable to this acreage covering the initial unit well. At the time the Unit Agreement was submitted to USGS for final approval each of these working interest owners had subscribed to the unit and unit operating agreements intending thereby to firmly commit not only all their present leasehold interests but their expectant leasehold interests as well. (While the Tenneco farmout agreement was made only with Gulf the various operators, including the above-named working interest owners, had under consideration a proposition whereby they could acquire



United States Department of the Interior
Geological Survey
December 28, 1962
Page 2

interests in this and other acreage by bearing a proportionate part of the well costs. By the time the well was spudded these operators had elected to pay and earn.)

Gulf's letter of application for final approval expressly stated that after the Tenneco rights had been earned they would be committed to the unit agreement, but in October of 1961, at the time Tenneco's acreage was assigned to Gulf, our office merely assumed that more formal commitment was not necessary, particularly since by that time these very lands were the subject of an amendment to the unit operating agreement which amendment was executed by all of the working interest owners in May and June of 1961. Three reproduced copies of all counterparts of this amendment is attached hereto marked Exhibit "A". (Our files seem to contain only one pen and ink copy of each executed counterpart, the remaining copies having been apparently re-distributed among the working interest owners.)

We submit that there is no prescribed exact form for commitment of acreage other than by an instrument entitled "Subsequent Joinder" as mentioned in Section 29 of the Unit Agreement and that inasmuch as all parties, except Tenneco which had then farmed out all its working interest, had previously executed the unit and unit operating agreement the execution of a subsequent joinder would appear to be a superfluous gesture. It is for this reason that we have executed and proposed that other affected working interest owners execute in counterpart the enclosed substitute instrument entitled "Commitment of Lease Acreage to Unit and Unit Operating Agreements - Acknowledgement and Certification".

On October 19, 1962 at Tenneco's request we addressed a letter to the Roswell office of USGS, reporting that federal lease LC-064528-G (Tract 15-A) was committed to the Hackberry Hills Unit and inquiring into the rental carryover and minimum royalty status of the lease. To date we have not received a written reply, but a short time after the letter was written your office orally informed our Mr. J. P. Cavanaugh, one of Gulf's landmen, that neither Tract 15-A nor 18 were committed to the Hackberry Hills Unit according to your records, and that in order to properly commit the acreage it would be necessary for the owners to execute a subsequent joinder. Mr. Cavanaugh carried the message back to our people engaged in rental payments and also to Mr. J. W. Eiserloh, the person in our land department who is generally in charge of the Hackberry Hills Unit. It is most unfortunate that at this very time Mr. Eiserloh was engaged in processing the joinder of Tenneco Corporation as a non-working interest owner and circulating for execution the working interest owners' Consent to such joinder covering Tracts 15-A and

United States Department of the Interior
Geological Survey
December 28, 1962
Page 3

18. The result therefore was a misunderstanding, Gulf believing that it was fully complying with your suggestion that subsequent joinders be filed as to the non-working interest owner, but not aware of the critical need to have working interest owners themselves formally commit the tracts or suffer the consequences of lease expirations. Our Consent to Non-Working Interest Owners' Joinder was incomplete this week when we found out about the matter, it having now been executed only by Gulf, Ernest A. Hanson, Texaco Inc. and Sinclair. Three partially executed copies of this instrument, together with the Consent and Ratification executed by Tenneco are submitted herewith for filing marked Exhibit "B".

Such is the present status of the matter. As additional counterparts of our Acknowledgement and Certification are received we shall of course submit them as additional evidence of our intent and purpose to commit Tracts 15-A and 18. In the meantime we would greatly appreciate your most favorable consideration to the end that the leases will not expire for lack of timely submittal of a mere form. We believe there are many extenuating circumstances, that the record is abundantly clear of all parties' intent that these lands be committed to the Hackberry Hills Unit and that it would be most unfortunate if the leases or either of them should expire. Finally we believe that the legal effect of evidence of the nature which we are hereby enclosing has never heretofore been determined, but that existing laws, regulations and unit provisions are sufficiently broad or indefinite to permit the consideration of all the circumstances involved rather than ruling on the basis of pure formalities, particularly since these matters are submitted prior to the expiration of any lease.

Respectfully submitted,


W. B. Hopkins

WVK:ejl

Enclosures

cc: Commissioner of Public Lands for
the State of New Mexico
Santa Fe, New Mexico

New Mexico Oil Conservation Commission
Santa Fe, New Mexico

Mr. Douglas E. Henriques
Santa Fe Land Office
Bureau of Land Management
Santa Fe, New Mexico

2181

Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT

W. B. Hopkins
DISTRICT MANAGER
M. P. Taylor
DISTRICT PRODUCTION
MANAGER
F. O. Mortlock
DISTRICT EXPLORATION
MANAGER
H. A. Rankin
DISTRICT SERVICES MANAGER

April 5, 1963

P. O. Drawer 1938
Roswell, New Mexico

Hackberry Hills Unit No. 14-08-0001-7348
Eddy County, New Mexico
File No. 3-00259

Commissioner of Public Lands
State of New Mexico
Post Office Box 791
Santa Fe, New Mexico

Attention: Mrs. Marian Rhea

Gentlemen:

Supplementing our letter of January 11, 1963, in connection with the commitment of Tracts numbered 15-A and 18 to the subject Unit, we now enclose reproduced copy of letter dated March 29, 1963 from the acting Oil & Gas Supervisor, United States Geological Survey to the effect that Tracts 15-A and 18 are considered committed to this Unit as of September 1, 1961, being the first day of the month following completion of the discovery well.

Yours very truly,



F. E. Curtis, Jr.
District Landman

Enclosure
JWE:dch



cc: New Mexico Oil Conservation Commission
Post Office Box 871
Santa Fe, New Mexico
w/Enclosure





IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
Drawer 1857
Roswell, New Mexico



March 29, 1963

Gulf Oil Corporation
P. O. Drawer 1938
Roswell, New Mexico

Attention: Mr. J. W. Eiserloh

Gentlemen:

In reply to your letter of December 28 and your informal inquiry of March 28, Federal leases LC 064528-G (tract 15-A), and LC 067596-B (tract 18) are considered by this office as effectively committed to the Hackberry Hills unit agreement, as of September 1, 1961, the first of the month following completion of unit well No. 1, and regarded as extended by commitment to a producing unit.

Very truly yours,

Carl C. Traywick

CARL C. TRAYWICK
Acting Oil and Gas Supervisor

2181

Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT

W. B. Hopkins
DISTRICT MANAGER
M. I. Taylor
DISTRICT PRODUCTION
MANAGER
F. O. Mortlock
DISTRICT EXPLORATION
MANAGER
H. A. Rankin
DISTRICT SERVICES MANAGER

April 4, 1963 1963 APR 04 AM 5

OB O. Drawer 1938
Roswell, New Mexico

Re: Hackberry Hills Unit
No. 14-08-0001-7348
Eddy County, New Mexico

Mr. E. S. Johnny Walker
Commissioner of Public Lands
State of New Mexico
Post Office Box 791
Santa Fe, New Mexico

Attention: Mrs. Marian M. Rhea

Gentlemen:

Pursuant to the request in your letter of March 27, enclosed please find reproduced copies of Consent to Subsequent Joinder instruments together with Ratifications of royalty owners in connection with the subject unit, as follows:

- (1) Tract No. 40 (Fee Land) Bertha Leck Harris and husband, Ralph Harris, J. Bert Leck, Mary Ann Leck Jenkins and husband, Mays Lane Jenkins, basic royalty owners.
- (2) Tract No. 44 (Fee Land) John W. Moore (by Emily G. Moore, his attorney in fact) and wife, Emily G. Moore, individually, basic royalty owners.
- (3) Tract No. 45 (Fee Land) H. W. Benischek and wife, Louise Benischek, basic royalty owners.
- (4) Tract No. 48 (Fee Land) Grace C. Landes, basic royalty owner.

Yours very truly,



F. E. Curtis, Jr.
District Landman

Enclosures
JWE:ers

cc: New Mexico Oil Conservation Commission
Post Office Box 871
Santa Fe, New Mexico
(w/enclosures)



1963 APR 6 AM 8 09

CONSENT AND RATIFICATION OF

HACKBERRY HILLS UNIT AGREEMENT

EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Hackberry Hills Unit Area embracing lands in Eddy County, New Mexico, which said Agreement is dated the 26th day of January, 1961, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the Hackberry Hills Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

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

Bertha Leck Harris

Ralph Harris

STATE OF NEW MEXICO

COUNTY OF EDDY

The foregoing instrument was acknowledged before me this 12th day of January, 1963, by Bertha Leck Harris and Ralph Harris of Carlsbad, New Mexico.

Katherine J. Clark
Notary Public

My Commission Expires:
3-8-63

CONSENT AND RATIFICATION OF
HACKBERRY HILLS UNIT AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Hackberry Hills Unit Area embracing lands in Eddy County, New Mexico, which said Agreement is dated the 26th day of January, 1961, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the Hackberry Hills Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

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



Jay Bert Leck

STATE OF CALIFORNIA *l*
COUNTY OF Los Angeles *l*

The foregoing instrument was acknowledged before me this 27th day of January, 1962, by Jay Bert Leck of Pearblossom, California.



Notary Public

My Commission Expires:

W. H. GARNETT NOTARY PUBLIC
My Commission Expires Sept. 15, 1964



CONSENT AND RATIFICATION OF
HACKBERRY HILLS UNIT AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Hackberry Hills Unit Area embracing lands in Eddy County, New Mexico, which said Agreement is dated the 26th day of January, 1961, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the Hackberry Hills Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

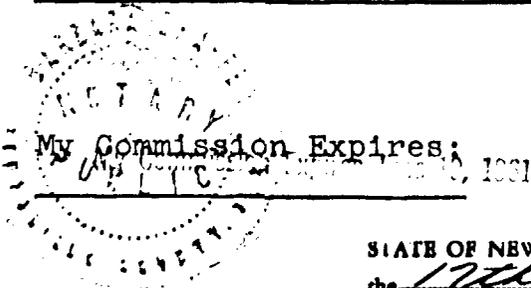
IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

H. W. Benischek
Louise Benischek

STATE OF New Mexico |
COUNTY OF Bernalillo |

The foregoing instrument was acknowledged before me this 7 day of March, 1961, by H. W. & Louise Benischek of Albuquerque, New Mexico.

[Signature]
Notary Public



STATE OF NEW MEXICO, County of Eddy, ss. I hereby certify that this instrument was filed for record on the 17th day of March, 1961 at 3:30 o'clock PM and duly recorded in Book 116, page 185, of the Records of Albuquerque

Mildred Pate, County Clerk
By [Signature] Deputy

CONSENT AND RATIFICATION OF
HACKBERRY HILLS UNIT AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Hackberry Hills Unit Area embracing lands in Eddy County, New Mexico, which said Agreement is dated the 26th day of January, 1961, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the Hackberry Hills Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

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

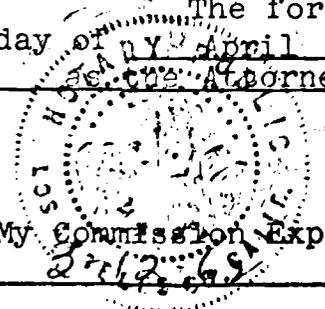
John W. Moore
John W. Moore
By Emily G. Moore
Emily G. Moore, His Attorney-In-Fact
Emily G. Moore
Emily G. Moore, his wife

STATE OF CALIFORNIA |
COUNTY OF LOS ANGELES |

The foregoing instrument was acknowledged before me this 13th day of April, 1961, by Emily G. Moore, personally, and John W. Moore as Attorney-In-Fact of John W. Moore.

Bobbette Butigan
Notary Public
(Bobbette Butigan)

My Commission Expires: 2-16-62



STATE OF NEW MEXICO, County of Eddy, ss. I her. by certify that this instrument was filed for record on the 20 day of April, 1961 at 4:00 o'clock Pm and duly recorded in Book 117, page 106, of the Records of Oiler & Gas

Mildred Pate, County Clerk
By V. E. Mahaffey Deputy

2181

Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT

W. B. Hopkins
DISTRICT MANAGER
M. I. Taylor
DISTRICT PRODUCTION
MANAGER
F. O. Mortlock
DISTRICT EXPLORATION
MANAGER
H. A. Rankin
DISTRICT SERVICES MANAGER

April 4, 1963

1000 AM

AM

P. O. Drawer 1938
Roswell, New Mexico

Re: Hackberry Hills Unit
No. 14-08-0001-7348
Eddy County, New Mexico
File No. 3-00259

United States Department of the Interior
Geological Survey
Post Office Drawer 1857
Roswell, New Mexico

Attention: Mr. John A. Anderson

Gentlemen:

Enclosed for your further handling in connection with the royalty owners' "Consent and Ratification" of the subject unit are four copies of "Consent to Subsequent Joinder" duly executed in behalf of the working interest owners, together with "Consent and Ratification" instruments of royalty owners with respect to Tracts No. 15-A, 18 and 43. These "Consent and Ratifications" were obtained subsequent to the approval of this unit by the Director.

Should you desire additional information in this connection, please advise.

Yours very truly,



F. E. Curtis, Jr.
District Landman

Enclosures
JWE:ers

cc: Mr. E. S. Johnny Walker
Commissioner of Public Lands
State of New Mexico
Post Office Box 791
Santa Fe, New Mexico
(w/enclosures)

Oil Conservation Commission
State of New Mexico
Post Office Box 871
Santa Fe, New Mexico
(w/enclosures)



Hackberry Hills Unit Agreement
 No. 14-08-0001 7348, Eddy County,
 New Mexico
 Effective Date: February 27, 1961

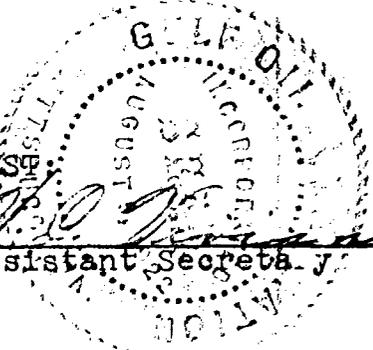
CONSENT TO SUBSEQUENT JOINDER

The undersigned Working Interest Owners pursuant to Section 29 of the Hackberry Hills Unit Agreement hereby consent to the joinder of the non-working interest owner hereinafter described, a copy of which joinder is attached hereto and made a part hereof.

<u>Tract No. or Nos. Affected</u>	<u>Name of Owner of Non-Working Interest</u>
15-A and 18	Tenneco Corporation (formerly known as Tennessee Gas & Oil Company) (*)

(*) Note: Exhibit "B" shows in Footnote No. (9) that the working interest involved would be assigned to Gulf upon completion of the initial test well for the unit. By subsequent agreement the working interest in Tracts 15-A and 18 is to be owned by Gulf, Marathon (formerly Ohio Oil Company), Pan American (assignee of Honolulu Oil Corporation), Texaco Inc. (including the interests of Texaco Seaboard Inc.), Sinclair, Superior and E. A. Hanson, in the same proportions as said parties own other interests covered by Section 33B of the Unit Operating Agreement.

IN WITNESS WHEREOF this instrument is executed by the undersigned this 13th day of December, 1962.

ATTEST:


 Assistant Secretary

GULF OIL CORPORATION
 Law WTH
 Comotr.
 Exp.
 Pred.
 By W B Hedges
 Attorney-in-Fact

MARATHON OIL COMPANY
 By R. M. Wilson
 Vice President
 R. M. Wilson, Assistant Division Manager

ATTEST:

 Assistant Secretary

PAN AMERICAN PETROLEUM CORPORATION
 APPROVED
 By James J. ...
 Vice President ATTORNEY-IN-FACT

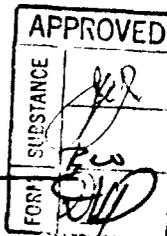
ATTEST:

 Assistant Secretary

THE SUPERIOR OIL COMPANY
 By C. A. ...
 Vice-President

EXHIBIT "B" to Gulf Oil Corporation's letter to United States Geological Survey dated December 28, 1962.

SINCLAIR OIL & GAS COMPANY



ATTEST:

Assistant Secretary

By [Signature]
Vice-President

APPROVED AS TO

Terms [Signature]
Form [Signature]

TEXACO INC.

By [Signature]
Attorney-in-Fact

[Signature]
E. A. HANSON

STATE OF NEW MEXICO |
COUNTY OF CHAVES |

The foregoing instrument was acknowledged before me this 13th day of December, 1962 by W. B. Hopkins, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires: August 15, 1968

[Signature]
Notary Public

STATE OF TEXAS |
COUNTY OF HARRIS |

The foregoing instrument was acknowledged before me this 6th day of February, 1963 by R. M. Wilson, an Assistant Division Manager of MARATHON OIL COMPANY, an Ohio corporation, on behalf of said corporation.

MARJORIE BIGGS
Notary Public, in and for Harris County, Texas
My Commission Expires June 1, 1963
My Commission Expires:

[Signature]
Notary Public

STATE OF Texas |
COUNTY OF Tarrant |

The foregoing instrument was acknowledged before me this 4th day of March, 1963 by D. B. Mason, Jr. ATTORNEY-IN-FACT of PAN AMERICAN PETROLEUM CORPORATION, a Delaware corporation, on behalf of said corporation.

My Commission Expires: June 1, 1963

[Signature]
Notary Public
Dorothy W. Woodruff

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared
C. A. Noble and F. J. Kelly personally known
to me to be Vice President and Asst. Secretary, respectively, of
The Superior Oil Company

a corporation, and personally known to me to be the persons whose names are subscribed to the foregoing instrument, who severally, being by me duly sworn, deposed and said that they know the corporate seal of said corporation is the seal affixed to the foregoing instrument and severally acknowledged to me that as such officers, respectively, they executed and delivered said instrument as said officers, respectively, and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of Directors of said corporation, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses, purposes and consideration therein set forth, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25th day of March, 1963

My Commission Expires June 1, 1963

Corinne Steele
Notary Public in and for the County and State aforesaid.

Corinne Steele
Notary Public in and for Harris County, Texas

STATE OF TEXAS
COUNTY OF Midland

The foregoing instrument was acknowledged before me this 17th day of January, 1963, by R. L. E. Linton, Vice-President of SINCLAIR OIL & GAS COMPANY, a Maine corporation, on behalf of said corporation.

Ellen Halford
Notary Public

My Commission Expires:
June 1, 1963

STATE OF Texas
COUNTY OF Midland

The foregoing instrument was acknowledged before me this 27th day of December, 1962, by J. L. Sleeper, Jr., Attorney-in-Fact of TEXACO INC., a Delaware corporation, on behalf of said corporation.

Betty R. Davis
Notary Public

My Commission Expires:
June 1, 1963

STATE OF New Mexico
COUNTY OF Chaves

The foregoing instrument was acknowledged before me this 1st day of December, 1962, by E. A. HANSON

Emerson B. Truitt
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES FEBRUARY 28, 1966

CONSENT AND RATIFICATION OF
HACKBERRY HILLS UNIT AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Hackberry Hills Unit Area embracing lands in Eddy County, New Mexico, which said Agreement is dated the 26th day of January, 1961, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the Hackberry Hills Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

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

TELESCO CORPORATION

A. N. McDowell
By: **A. N. McDowell,**
Agent and Attorney-in-Fact

copy
1 - EDDY
Eddy a on
Super interest
1 - SA
Division
Properties
Commission
1 - M
1 - M
1 - M

STATE OF TEXAS |
COUNTY OF MIDLAND |

WMA
MIDLAND

The foregoing instrument was acknowledged before me this 27th day of March, 1962, by A. N. McDowell, Agent and Attorney-in-Fact of TELESCO CORPORATION.

My Commission Expires:
February 1, 1963

Anne Tolbert
ANNE TOLBERT
Notary Public of Midland
County, Texas

Hackberry Hills Unit Agreement
No. 14-08-0001 7348, Eddy County,
New Mexico
Effective Date: February 27, 1961

CONSENT TO SUBSEQUENT JOINDER

The undersigned Working Interest Owner pursuant to Section 29 of the Hackberry Hills Unit Agreement hereby consents to the joinder of the non-working interest owner hereinafter described, a copy of which joinder is attached hereto and made a part hereof.

<u>Tract No. or Nos. Affected</u>	<u>Name of Owner of Non-Working Interest</u>
43	The Atchison, Topeka and Santa Fe Railway Company

IN WITNESS WHEREOF this instrument is executed by the undersigned this 27th day of December, 1962.

APPROVED AS TO
Terms GR
Form GR

TEXACO INC.

By J. L. Sleeper, Jr.
Attorney-in-Fact

STATE OF Texas |
COUNTY OF Midland |

The foregoing instrument was acknowledged before me this 27th day of December, 1962, by J. L. Sleeper, Jr., Attorney-in-Fact for TEXACO INC., a Delaware corporation, on behalf of said corporation.

Betty R. Davis BETTY R. DAVIS
Notary Public

My Commission Expires:
June 1, 1963

CONSENT AND RATIFICATION OF
HACKBERRY HILLS UNIT AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Hackberry Hills Unit Area embracing lands in Eddy County, New Mexico, which said Agreement is dated the 26th day of January, 1961, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the Hackberry Hills Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

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

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY


[Signature]
 Assistant Secretary

[Signature]
 Vice President

STATE OF ILLINOIS
 COUNTY OF COOK

The foregoing instrument was acknowledged before me this 29th day of April, 1961, by [Signature] of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY.

[Signature]
 Notary Public

My Commission Expires: Dec 12 1969


STATE OF NEW MEXICO, County of Eddy, ss. I hereby certify that this instrument was filed for record on the 31st day of May, 1961 at 12:00 o'clock PM and duly recorded in Book 118, page 35, of the Records of [Signature]
 Mildred Pace, County Clerk

By [Signature] Deputy

205420-C
205397

Hackberry Hills Unit
No. 14-08-0001-7348
Eddy County, New Mexico

COMMITMENT OF LEASE ACREAGE TO
UNIT AND UNIT OPERATING AGREEMENTS
-- ACKNOWLEDGEMENT AND CERTIFICATION --

The undersigned Working Interest Owners, each for itself or himself (as the case may be), does hereby acknowledge and certify to the following facts:

1. That it or he did execute without reservations, the Unit and Unit Operating Agreements for the Hackberry Hills Unit Area prior to the final approval by the Director of the United States Geological Survey and other official bodies, thereby effectively committing and intending to commit all its or his leasehold acreage as described in Exhibit "B" which was then owned or expected to be earned by participation in the initial test well.

2. That among other leasehold interests described in Exhibit "B" the undersigned, and each of them, intended to commit their respective interests in Tract Nos. 15-A and 18, to be earned pursuant to that certain farmout letter from Tenneco Corporation (formerly Tennessee Gas and Oil Company) dated February 6, 1961, copies of which were heretofore made a part of Unit Operator's submittal of Unit Agreement and Exhibits and Application for final approval on February 10, 1961.

3. That subsequent to the submittal of said material the Unit Operating Agreement was amended, copies of said amendment having heretofore been filed, so that, among other things, the working interests to be earned thereunder and committed to said Unit and Unit Operating Agreements would be fully provided for.

4. That subsequently, Tenneco Corporation assigned said leases described as constituting Tracts 15-A and 18 to Gulf Oil Corporation as Unit Operator which, in turn, re-assigned certain

partial interests as theretofore agreed upon to Marathon Oil Company, Pan American Petroleum Corporation, The Superior Oil Company, Sinclair Oil and Gas Company, Texaco Inc. and Ernest A. Hanson, all of which assignments have heretofore been approved by the proper representatives of the Bureau of Land Management.

5. That at all times material hereto the undersigned and each of them have considered that said Tracts 15-A and 18 were committed to said Unit, and, if by oversight or inadvertance the record of committment is not clear by this certification and acknowledgement, the undersigned and each of them do hereby commit all of their respective interests in Tract Nos. 15-A and 18 to said Unit, the same to be effective as of the date of approval of the assignment to them of said interests.

IN WITNESS WHEREOF this instrument is executed the day and year shown opposite each party's signature. AND IT IS FURTHER PROVIDED that this instrument may be executed in any number of counterparts no one of which needs to be executed by all parties with the same force and effect as if all such 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 any of the lands within the above-described Unit Area.

GULF OIL CORPORATION

ATTEST:

Assistant Secretary

By _____
Attorney-in-Fact

Date: _____

MARATHON OIL COMPANY

ATTEST:

Assistant Secretary

By _____
Vice President

Date: _____

PAN AMERICAN PETROLEUM CORPORATION
(Successor to Honolulu Oil Corporation)

ATTEST:

Secretary

By _____
Vice President

Date: _____

THE SUPERIOR OIL COMPANY

ATTEST:

Secretary

By _____
Vice President

Date: _____

SINCLAIR OIL & GAS COMPANY

Date: _____

By _____
Vice President

APPROVED AS TO

Terms OK
Form OK

TEXACO INC.

Date: 12-28-62

By J. L. Sleeper, Jr.
Attorney-in-Fact

Date: _____

Ernest A. Hanson

THE STATE OF TEXAS

§

COUNTY OF MIDLAND

§

The foregoing instrument was acknowledged before me this 28 day of December, 1962, by J. L. Sleeper, Jr., Attorney-in-Fact of Texaco Inc., a Delaware corporation on behalf of said corporation.

Betty R. Davis
Notary Public

My Commission Expires:
June 1, 1963

THE STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this
_____ day of _____, 19____, by _____
_____.

Notary Public

My Commission Expires:

WVK:ej1
12-27-62

Hackberry Hills Unit
No. 14-08-0001-7348
Eddy County, New Mexico

COMMITMENT OF LEASE ACREAGE TO
UNIT AND UNIT OPERATING AGREEMENTS
-- ACKNOWLEDGEMENT AND CERTIFICATION --

The undersigned Working Interest Owners, each for itself or himself (as the case may be), does hereby acknowledge and certify to the following facts:

1. That it or he did execute without reservations, the Unit and Unit Operating Agreements for the Hackberry Hills Unit Area prior to the final approval by the Director of the United States Geological Survey and other official bodies, thereby effectively committing and intending to commit all its or his leasehold acreage as described in Exhibit "B" which was then owned or expected to be earned by participation in the initial test well.

2. That among other leasehold interests described in Exhibit "B" the undersigned, and each of them, intended to commit their respective interests in Tract Nos. 15-A and 18, to be earned pursuant to that certain farmout letter from Tenneco Corporation (formerly Tennessee Gas and Oil Company) dated February 6, 1961, copies of which were heretofore made a part of Unit Operator's submittal of Unit Agreement and Exhibits and Application for final approval on February 10, 1961.

3. That subsequent to the submittal of said material the Unit Operating Agreement was amended, copies of said amendment having heretofore been filed, so that, among other things, the working interests to be earned thereunder and committed to said Unit and Unit Operating Agreements would be fully provided for.

4. That subsequently, Tenneco Corporation assigned said leases described as constituting Tracts 15-A and 18 to Gulf Oil Corporation as Unit Operator which, in turn, re-assigned certain

partial interests as theretofore agreed upon to Marathon Oil Company, Pan American Petroleum Corporation, The Superior Oil Company, Sinclair Oil and Gas Company, Texaco Inc. and Ernest A. Hanson, all of which assignments have heretofore been approved by the proper representatives of the Bureau of Land Management.

5. That at all times material hereto the undersigned and each of them have considered that said Tracts 15-A and 18 were committed to said Unit, and, if by oversight or inadvertance the record of committment is not clear by this certification and acknowledgement, the undersigned and each of them do hereby commit all of their respective interests in Tract Nos. 15-A and 18 to said Unit, the same to be effective as of the date of approval of the assignment to them of said interests.

IN WITNESS WHEREOF this instrument is executed the day and year shown opposite each party's signature. AND IT IS FURTHER PROVIDED that this instrument may be executed in any number of counterparts no one of which needs to be executed by all parties with the same force and effect as if all such 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 any of the lands within the above-described Unit Area.

GULF OIL CORPORATION

ATTEST:

Assistant Secretary

By _____
Attorney-in-Fact

Date: _____

MARATHON OIL COMPANY

ATTEST:

Assistant Secretary

By _____
Vice President

Date: _____

PAN AMERICAN PETROLEUM CORPORATION
(Successor to Honolulu Oil Corporation)

ATTEST:

Secretary By _____
Vice President

Date: _____

THE SUPERIOR OIL COMPANY

ATTEST:

Secretary By _____
Vice President

Date: _____

SINCLAIR OIL & GAS COMPANY

By *R. L. Eston*
Vice President

Date: December 28, 1962

APPROVED	
SUBSTANCE	<i>[Signature]</i>
FORM	<i>RW</i>
	<i>CH</i>

TEXACO INC.

By _____
Attorney-in-Fact

Date: _____

Ernest A. Hanson

Date: _____

THE STATE OF TEXAS |

COUNTY OF Hidalgo |

The foregoing instrument was acknowledged before me this
28th day of December, 1962, by R. L. Eston
Vice - President of
Sinclair Oil & Gas Company, a Marine
corporation on behalf of said corporation.

Ellen Halforch
Notary Public

My Commission Expires:
June 1, 1963

THE STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this
_____ day of _____, 19____, by _____
_____.

Notary Public

My Commission Expires:

WVK:ej1
12-27-62

Hackberry Hills Unit
No. 14-08-0001-7348
Eddy County, New Mexico

COMMITMENT OF LEASE ACREAGE TO
UNIT AND UNIT OPERATING AGREEMENTS
-- ACKNOWLEDGEMENT AND CERTIFICATION --

The undersigned Working Interest Owners, each for itself or himself (as the case may be), does hereby acknowledge and certify to the following facts:

1. That it or he did execute without reservations, the Unit and Unit Operating Agreements for the Hackberry Hills Unit Area prior to the final approval by the Director of the United States Geological Survey and other official bodies, thereby effectively committing and intending to commit all its or his leasehold acreage as described in Exhibit "B" which was then owned or expected to be earned by participation in the initial test well.

2. That among other leasehold interests described in Exhibit "B" the undersigned, and each of them, intended to commit their respective interests in Tract Nos. 15-A and 18, to be earned pursuant to that certain farmout letter from Tenneco Corporation (formerly Tennessee Gas and Oil Company) dated February 6, 1961, copies of which were heretofore made a part of Unit Operator's submittal of Unit Agreement and Exhibits and Application for final approval on February 10, 1961.

3. That subsequent to the submittal of said material the Unit Operating Agreement was amended, copies of said amendment having heretofore been filed, so that, among other things, the working interests to be earned thereunder and committed to said Unit and Unit Operating Agreements would be fully provided for.

4. That subsequently, Tenneco Corporation assigned said leases described as constituting Tracts 15-A and 18 to Gulf Oil Corporation as Unit Operator which, in turn, re-assigned certain

partial interests as theretofore agreed upon to Marathon Oil Company, Pan American Petroleum Corporation, The Superior Oil Company, Sinclair Oil and Gas Company, Texaco Inc. and Ernest A. Hanson, all of which assignments have heretofore been approved by the proper representatives of the Bureau of Land Management.

5. That at all times material hereto the undersigned and each of them have considered that said Tracts 15-A and 18 were committed to said Unit, and, if by oversight or inadvertance the record of committment is not clear by this certification and acknowledgement, the undersigned and each of them do hereby commit all of their respective interests in Tract Nos. 15-A and 18 to said Unit, the same to be effective as of the date of approval of the assignment to them of said interests.

IN WITNESS WHEREOF this instrument is executed the day and year shown opposite each party's signature. AND IT IS FURTHER PROVIDED that this instrument may be executed in any number of counterparts no one of which needs to be executed by all parties with the same force and effect as if all such 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 any of the lands within the above-described Unit Area.

GULF OIL CORPORATION

ATTEST:

Assistant Secretary

By _____
Attorney-in-Fact

Date: _____

MARATHON OIL COMPANY

ATTEST:

Assistant Secretary

By _____
Vice President

Date: _____

PAN AMERICAN PETROLEUM CORPORATION
(Successor to Honolulu Oil Corporation)

ATTEST:

Secretary By _____
Vice President

Date: _____

THE SUPERIOR OIL COMPANY

ATTEST:

Secretary By _____
Vice President

Date: _____

SINCLAIR OIL & GAS COMPANY

By _____
Vice President

Date: _____

TEXACO INC.

Form FSR

By J. L. Sleeper, Jr.
Attorney-in-Fact

Date: 12-28-62

Ernest A. Hanson

Date: _____

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this
28 day of December, 1962, by _____
J. L. Sleeper, Jr., Attorney-in-Fact of
Texaco Inc., a Delaware
corporation on behalf of said corporation.

Betty R. Davis
Notary Public **BETTY R. DAVIS**

My Commission Expires:
June 1, 1963

THE STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this
_____ day of _____, 19____, by _____

Notary Public

My Commission Expires:

WVK:ej1
12-27-62

Hackberry Hills Unit
No. 14-08-0001-7348
Eddy County, New Mexico

COMMITMENT OF LEASE ACREAGE TO
UNIT AND UNIT OPERATING AGREEMENTS
-- ACKNOWLEDGEMENT AND CERTIFICATION --

The undersigned Working Interest Owners, each for itself or himself (as the case may be), does hereby acknowledge and certify to the following facts:

1. That it or he did execute without reservations, the Unit and Unit Operating Agreements for the Hackberry Hills Unit Area prior to the final approval by the Director of the United States Geological Survey and other official bodies, thereby effectively committing and intending to commit all its or his leasehold acreage as described in Exhibit "B" which was then owned or expected to be earned by participation in the initial test well.

2. That among other leasehold interests described in Exhibit "B" the undersigned, and each of them, intended to commit their respective interests in Tract Nos. 15-A and 18, to be earned pursuant to that certain farmout letter from Tenneco Corporation (formerly Tennessee Gas and Oil Company) dated February 6, 1961, copies of which were heretofore made a part of Unit Operator's submittal of Unit Agreement and Exhibits and Application for final approval on February 10, 1961.

3. That subsequent to the submittal of said material the Unit Operating Agreement was amended, copies of said amendment having heretofore been filed, so that, among other things, the working interests to be earned thereunder and committed to said Unit and Unit Operating Agreements would be fully provided for.

4. That subsequently, Tenneco Corporation assigned said leases described as constituting Tracts 15-A and 18 to Gulf Oil Corporation as Unit Operator which, in turn, re-assigned certain

partial interests as theretofore agreed upon to Marathon Oil Company, Pan American Petroleum Corporation, The Superior Oil Company, Sinclair Oil and Gas Company, Texaco Inc. and Ernest A. Hanson, all of which assignments have heretofore been approved by the proper representatives of the Bureau of Land Management.

5. That at all times material hereto the undersigned and each of them have considered that said Tracts 15-A and 18 were committed to said Unit, and, if by oversight or inadvertance the record of committment is not clear by this certification and acknowledgement, the undersigned and each of them do hereby commit all of their respective interests in Tract Nos. 15-A and 18 to said Unit, the same to be effective as of the date of approval of the assignment to them of said interests.

IN WITNESS WHEREOF this instrument is executed the day and year shown opposite each party's signature. AND IT IS FURTHER PROVIDED that this instrument may be executed in any number of counterparts no one of which needs to be executed by all parties with the same force and effect as if all such 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 any of the lands within the above-described Unit Area.

GULF OIL CORPORATION

ATTEST:

Assistant Secretary

By _____
Attorney-in-Fact

Date: _____

MARATHON OIL COMPANY

ATTEST:

Assistant Secretary

By _____
Vice President

Date: _____

PAN AMERICAN PETROLEUM CORPORATION
(Successor to Honolulu Oil Corporation)

ATTEST:

Secretary By _____
Vice President

Date: _____

THE SUPERIOR OIL COMPANY

ATTEST:

Secretary By _____
Vice President

Date: _____

SINCLAIR OIL & GAS COMPANY

By _____
Vice President

Date: December 28, 1962

APPROVED	
SUBSTANCE	<i>[Signature]</i>
FORM	<i>[Signature]</i>

TEXACO INC.

By _____
Attorney-in-Fact

Date: _____

Ernest A. Hanson

Date: _____

THE STATE OF TEXAS X

COUNTY OF Midland X

The foregoing instrument was acknowledged before me this
28th day of December, 1962, by R. H. Elston
vice-President of
Sinclair Oil & Gas Company, a name
corporation on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires:
June 1, 1963

THE STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this
_____ day of _____, 19____, by _____

Notary Public

My Commission Expires:

WVK:ej1
12-27-62

Hackberry Hills Unit Agreement
 No. 14-08-0001 7348, Eddy County,
 New Mexico
 Effective Date: February 27, 1961

CONSENT TO SUBSEQUENT JOINDER

The undersigned Working Interest Owners pursuant to Section 29 of the Hackberry Hills Unit Agreement hereby consent to the joinder of the non-working interest owner hereinafter described, a copy of which joinder is attached hereto and made a part hereof.

<u>Tract No. or Nos. Affected</u>	<u>Name of Owner of Non-Working Interest</u>
15-A and 18	Tenneco Corporation (formerly known as Tennessee Gas & Oil Company) (*)

(*) Note: Exhibit "B" shows in Footnote No. (9) that the working interest involved would be assigned to Gulf upon completion of the initial test well for the unit. By subsequent agreement the working interest in Tracts 15-A and 18 is to be owned by Gulf, Marathon (formerly Ohio Oil Company), Pan American (assignee of Honolulu Oil Corporation), Texaco Inc. (including the interests of Texaco Seaboard Inc.), Sinclair, Superior and E. A. Hanson, in the same proportions as said parties own other interests covered by Section 33B of the Unit Operating Agreement.

IN WITNESS WHEREOF this instrument is executed by the undersigned this 13th day of December, 1962.



GULF OIL CORPORATION

Law	<i>WTR</i>
Comotr.	
Exp	
Prod	

By *W B Haggard*
 Attorney-in-Fact

MARATHON OIL COMPANY

ATTEST:

 Secretary

By _____
 Vice-President

PAN AMERICAN PETROLEUM CORPORATION

ATTEST:

 Secretary

By _____
 Vice-President

THE SUPERIOR OIL COMPANY

ATTEST:

 Assistant Secretary

By _____
 Vice-President

EXHIBIT "B" to Gulf Oil Corporation's letter to United States Geological Survey dated December 28, 1962.

STANCIAR OIL & GAS COMPANY

ATTEST:

Assistant Secretary

By _____
Vice-President

TEXACO INC.

CH
JSP

By _____
J. L. Slesinger
Attorney-in-Fact

E. A. Hanson
E. A. HANSON

STATE OF NEW MEXICO |
COUNTY OF CHAVES |

The foregoing instrument was acknowledged before me this 13th
day of December, 1962 by B. Hopkins,
Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on
behalf of said corporation.



John Wain Cooper
Notary Public

STATE OF _____ |
COUNTY OF _____ |

The foregoing instrument was acknowledged before me this _____
day of _____, 196__ by _____,
of MARATHON OIL COMPANY, a _____
corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

STATE OF _____ |
COUNTY OF _____ |

The foregoing instrument was acknowledged before me this _____
day of _____, 196__ by _____,
of PAN AMERICAN PETROLEUM CORPORATION, a _____
corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

ILLEGIBLE

SINCLAIR OIL & GAS COMPANY

ATTEST:

Assistant Secretary

By Vice-President

TEXACO INC.

APPROVED AS TO

Handwritten initials

By Attorney-in-Fact

Ernest A. Hanson
E. A. HANSON

STATE OF NEW MEXICO

COUNTY OF CHAVES

The foregoing instrument was acknowledged before me this 13th day of December, 1962 by B. Hopkins, Attorney-in-fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

NOTARY PUBLIC
My Commission Expires: 1963

Eva Marie Cooper
Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196____ by _____ of MARATHON OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196____ by _____ of PAN AMERICAN PETROLEUM CORPORATION, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

ILLEGIBLE

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196____, by _____ of THE SUPERIOR OIL COMPANY, a _____ corporation, on behalf of said corporation.

Notary Public

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

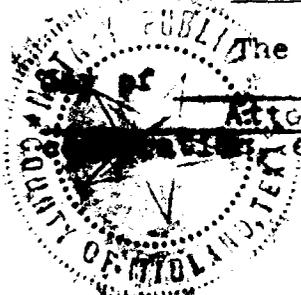
The foregoing instrument was acknowledged before me this _____ day of _____, 196____, by _____ of SINCLAIR OIL & GAS COMPANY, a _____ corporation, on behalf of said corporation.

Notary Public

My Commission Expires: _____

STATE OF Texas

COUNTY OF Midland



The foregoing instrument was acknowledged before me this _____ day of December, 1962, by _____ Attorney-in-Fact of TEXACO INC., a Delaware corporation, on behalf of said corporation.

Notary Public

My Commission Expires: June 11, 1963

STATE OF New Mexico

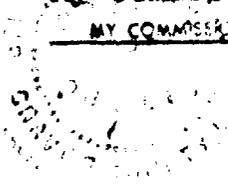
COUNTY OF Sandoval

The foregoing instrument was acknowledged before me this _____ day of December, 1962, by E. A. HANSON

Notary Public

My Commission Expires: _____

MY COMMISSION EXPIRES FEBRUARY 28, 1963



ILLEGIBLE

CONSENT AND RATIFICATION OF
HACKBERRY HILLS UNIT AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Hackberry Hills Unit Area embracing lands in Eddy County, New Mexico, which said Agreement is dated the 20th day of January, 1961, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the Hackberry Hills Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

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

TRINCO CORPORATION

A. E. Marshall
By: A. E. Marshall,
Agent and Attorney-in-Fact

STATE OF TEXAS |
COUNTY OF DELANO |

The foregoing instrument was acknowledged before me this 20th day of January, 1961, by A. E. Marshall, Agent and Attorney-in-Fact of TRINCO CORPORATION.

My Commission Expires: 03-11-1963

James L. ...
Notary Public of DELANO
County, Texas

ILLEGIBLE

Hackberry Hills Unit Agreement
No. 14-08-0001 7348, Eddy County,
New Mexico
Effective Date: February 27, 1961

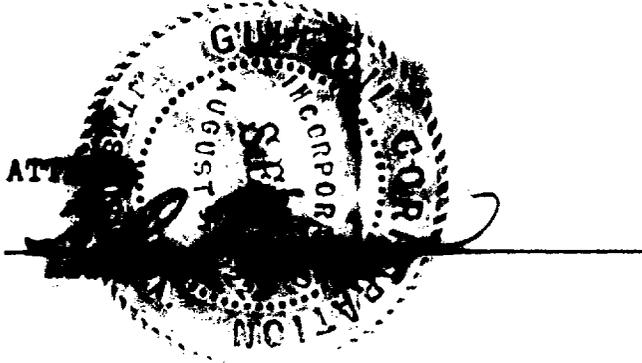
CONSENT TO SUBSEQUENT JOINDER

The undersigned Working Interest Owners pursuant to Section 29 of the Hackberry Hills Unit Agreement hereby consent to the joinder of the non-working interest owner hereinafter described, a copy of which joinder is attached hereto and made a part hereof.

<u>Tract No. or Nos. Affected</u>	<u>Name of Owner of Non-Working Interest</u>
15-A and 18	Tenneco Corporation (formerly known as Tennessee Gas & Oil Company) (*)

(*) Note: Exhibit "B" shows in Footnote No. (9) that the working interest involved would be assigned to Gulf upon completion of the initial test well for the unit. By subsequent agreement the working interest in Tracts 15-A and 18 is to be owned by Gulf, Marathon (formerly Ohio Oil Company), Pan American (assignee of Honolulu Oil Corporation), Texaco Inc. (including the interests of Texaco Seaboard Inc.), Sinclair, Superior and E. A. Hanson, in the same proportions as said parties own other interests covered by Section 33B of the Unit Operating Agreement.

IN WITNESS WHEREOF this instrument is executed by the undersigned this 13th day of December, 1962.



GULF OIL CORPORATION

Law	<i>WTR</i>
Comptr.	
Exp.	
Prod.	

By *W. B. [Signature]*
Attorney-in-Fact

MARATHON OIL COMPANY

ATTEST:

Secretary

By _____
Vice-President

PAN AMERICAN PETROLEUM CORPORATION

ATTEST:

Secretary

By _____
Vice-President

THE SUPERIOR OIL COMPANY

ATTEST:

Assistant Secretary

By _____
Vice-President

EXHIBIT "B" to Gulf Oil Corporation's letter to United States Geological Survey dated December 28, 1962.

ILLEGIBLE

SINCLAIR OIL & GAS COMPANY

ATTEST:

Assistant Secretary

By _____
Vice-President

APPROVED AS TO

Terms OK

Form JSP

TEXACO INC.

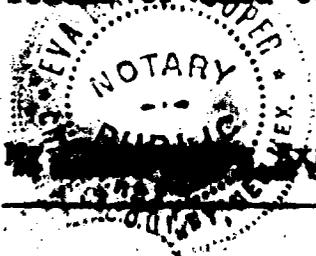
By J. L. Steyer
Attorney-in-Fact

Ernest A. Hanson
E. A. HANSON

STATE OF NEW MEXICO |

COUNTY OF CHAVES |

The foregoing instrument was acknowledged before me this 13th
day of December, 1962 by W. B. Hopkins,
~~Attorney-in-Fact~~ for GULF OIL CORPORATION, a Pennsylvania corporation, on
~~behalf of said~~ corporation.



Eva Marie Cooper
Notary Public

STATE OF _____ |

COUNTY OF _____ |

The foregoing instrument was acknowledged before me this _____
day of _____, 196__ by _____,
of MARATHON OIL COMPANY, a _____
corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

STATE OF _____ |

COUNTY OF _____ |

The foregoing instrument was acknowledged before me this _____
day of _____, 196__ by _____,
of PAN AMERICAN PETROLEUM CORPORATION, a _____
corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

STATE OF _____ |

COUNTY OF _____ |

The foregoing instrument was acknowledged before me this _____ day of _____, 196____, by _____ of THE SUPERIOR OIL COMPANY, a _____ corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

STATE OF _____ |

COUNTY OF _____ |

The foregoing instrument was acknowledged before me this _____ day of _____, 196____, by _____ of SINCLAIR OIL & GAS COMPANY, a _____ corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

STATE OF Texas |

COUNTY OF Midland |



The foregoing instrument was acknowledged before me this 27th day of December, 1962, by J. L. Sleeper, Jr. Signer-in-Fact of TEXACO INC., a Delaware corporation, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires:
June 11, 1963

STATE OF New Mexico |

COUNTY OF Chaves |

The foregoing instrument was acknowledged before me this 14th day of December, 1962, by E. A. HANSON.

[Signature]
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES FEBRUARY 28, 1960



CONSENT AND RATIFICATION OF
HACKBERRY HILLS UNIT AGREEMENT
EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Hackberry Hills Unit Area embracing lands in Eddy County, New Mexico, which said Agreement is dated the 25th day of January, 1961, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the Hackberry Hills Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

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

TRINCO CORPORATION

A. E. Russell
 By: A. E. Russell,
Agent and Attorney-in-Fact

WMA
 1. Name
 2. Date
 3. Signature
 4. Title
 5. Office

STATE OF TEXAS |
 COUNTY OF WILSON |

The foregoing instrument was acknowledged before me this 25th day of January, 1961, by A. E. Russell, of Trinco Corporation.



James Taylor AN INSTRUMENT
 Notary Public of WILSON
 County, Texas

ILLEGIBLE

AMENDMENTS TO THE UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
HACKBERRY HILLS UNIT AREA
EDDY COUNTY, NEW MEXICO
UNIT NO. 14-08-0001-7348

STATE OF NEW MEXICO X
COUNTY OF EDDY X

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the undersigned have heretofore entered into a Unit Agreement and Unit Operating Agreement for the development and operation of the Hackberry Hills Unit Area in Eddy County, New Mexico, being Unit No. 14-08-0001-7348, and

WHEREAS, it has become apparent that the said Unit Agreement and Unit Operating Agreement contain certain minor inaccuracies, mistakes and omissions, and

WHEREAS, it is the purpose and intent of this instrument to amend the said Unit Agreement and Unit Operating Agreement to more closely conform to the parties' agreement.

NOW THEREFORE, in consideration of the premises, the undersigned do hereby amend the Unit Agreement and Unit Operating Agreement in the following particulars:

UNIT AGREEMENT

- (1) On Page 10, Section 11, the first word of the second line on Page 10 should be changed from "or" to "of", so that the first sentence of Section 11 will then read in part as follows: "Upon completion of a well capable of producing unitized substances in paying quantities, the Unit Operator shall, within the month of such completion, if practicable, or as soon thereafter as required by the Supervisor or the Land Commissioner..."

UNIT OPERATING AGREEMENT

- (1) Page 7, Section 9, after the end of the third line on Page 7 and before the beginning of the fourth line, insert the words "save and except for the leasehold interest owned by Northern Natural Gas Producing Company,". The first sentence of Section 9, will then read as follows: "Unit Operator is hereby granted a prior lien on the rights and interest of each Working Interest Owner in the Unit Area and the unitized substances allocated to each such Working Interest Owner, and the material and equipment thereon, save and except for the leasehold interest owned by Northern Natural Gas Producing Company, to secure the payment of its proportionate part of the said costs and expenses."
- (2) Page 15, Section 18, last sentence of first paragraph. In the eighteenth line of Page 15, insert, after the word "rental" and before the comma, "or shut-in well payment". The last sentence of Section 18 will then read as follows: "In the event of loss of title to a lease for failure to pay rental or shut-in well payment, all loss occasioned thereby shall be that of the Working Interest Owners who should have paid the same."

EXHIBIT "A" to Gulf Oil Corporation's letter to United States Geological Survey dated December 28, 1962.

- (3) Page 21, Section 26, the last word of the first sentence, on Line 14 of Page 21, should be changed from "party" to "parties". The first sentence of Section 26 will then read as follows: "Except as herein expressly provided, all notices, reports or other communications required or permitted hereunder shall be deemed to have been properly given or delivered when sent by registered mail or telegraph with all postage or charges fully prepaid, and addressed to the parties hereto, at the addresses set opposite their respective names, in Exhibit "D" hereof or at such other address as may be thereafter furnished to Unit Operator in writing by the respective parties."
- (4) On Page 25, Section 33 B, in the seventh line of Page 25, insert, after "Texaco Inc.", "Sinclair Oil & Gas Company, The Superior Oil Company". The first sentence of Section 33 B, will then read as follows: "It is understood and agreed between the respective parties named in this Section 33 that, subject only to the provisions of this section, Gulf Oil Corporation, The Pure Oil Company, The Ohio Oil Company, Honolulu Oil Corporation, Texaco Seaboard Inc., Tidewater Oil Company, Texaco Inc., Sinclair Oil & Gas Company, The Superior Oil Company and E. A. Hanson (in this Section 33 being referred to as "Acquiring Parties"), shall have and are hereby granted the right to acquire the following described leasehold interests from the respective parties designated below:"
- (5) On Page 26 at the end of Section 33 B, and before Section 34 on the nineteenth line of Page 26, the following subsection should be inserted:

"C. Acreage farmed out by Tennessee Gas Transmission Company: By letter agreement dated February 6, 1961, accepted February 9, 1961, Gulf Oil Corporation, as proposed Unit Operator, acquired a farmout from Tennessee Gas Transmission Company (now Tenneco Oil Company, hereinafter referred to as "Farmor"), of the following described oil and gas leases:

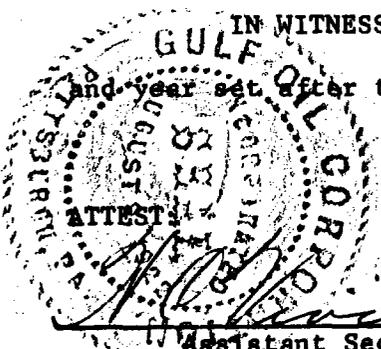
"(1) United States Oil and Gas Lease Serial Number LC-067596, dated March 1, 1951, insofar and only insofar as same covers and pertains to the E/2 of the SW/4 and the SE/4 of the NW/4 of Section 9, T.22S., R.26E., N.M.P.M., Eddy County, New Mexico.

"(2) United States Oil and Gas Lease Serial Number LC-064528-A, dated February 1, 1951, insofar and only insofar as said lease covers and pertains to the SW/4 of the NW/4 of Section 12, T.22S., R.25E., N.M.P.M., Eddy County, New Mexico.

Sunray

"In consideration, among other things, for Gulf Oil Corporation, The Ohio Oil Company, Sinclair Oil & Gas Company, The Superior Oil Company, Texaco Seaboard Inc., Texaco Inc., Honolulu Oil Corporation and E. A. Hanson, (hereinafter collectively referred to as "Farmees"), each agreeing to bear its relative additional proportionate share of the costs of drilling the test well to the depth required by Section 13 of this Agreement attributable to said farmed out acreage, Farmor is obligated to assign to Farmees in severalty, as their respective interests may appear, its above-described oil and gas leasehold estates, subject to an overriding royalty to be excepted and reserved by Farmor equal to 1/16th of 8/8ths, proportionately reduced. Farmees have heretofore been furnished copies of said letter agreement and reference is here made for all purposes."

IN WITNESS WHEREOF this instrument is executed by the undersigned on the day _____ and year set forth their respective names.



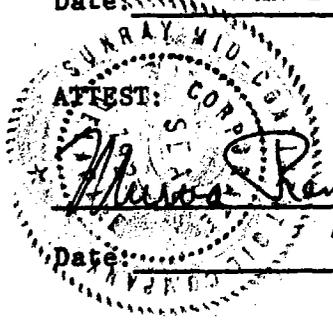
Assistant Secretary
Date: MAY 19 1961

GULF OIL CORPORATION

Law	WBR
Compt.	JCB R
Exec.	JEM
Prod.	

BY: W. H. Shell
Its Attorney in Fact

SUNRAY MID-CONTINENT OIL COMPANY



Assistant Secretary
Date:

BY: H. J. Gardner
Its Vice President CB
EAP
JHND

PHILLIPS PETROLEUM COMPANY

BY: _____
Its _____

THE PURE OIL COMPANY

BY: _____
Its _____

SKELLY OIL COMPANY

BY: _____
Its _____

ATTEST:

Date: _____

ATTEST:

Date: _____

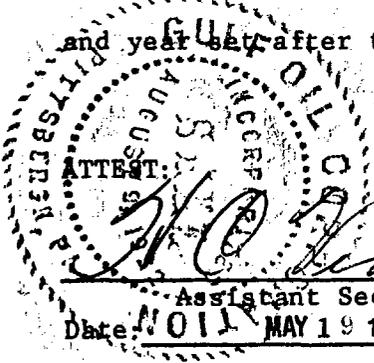
ATTEST:

Assistant Secretary
Date: _____

Phillips

"In consideration, among other things, for Gulf Oil Corporation, The Ohio Oil Company, Sinclair Oil & Gas Company, The Superior Oil Company, Texaco Seaboard Inc., Texaco Inc., Honolulu Oil Corporation and E. A. Hanson, (hereinafter collectively referred to as "Farmees"), each agreeing to bear its relative additional proportionate share of the costs of drilling the test well to the depth required by Section 13 of this Agreement attributable to said farmed out acreage, Farmor is obligated to assign to Farmees in severalty, as their respective interests may appear, its above-described oil and gas leasehold estates, subject to an overriding royalty to be excepted and reserved by Farmor equal to 1/16th of 8/8ths, proportionately reduced. Farmees have heretofore been furnished copies of said letter agreement and reference is here made for all purposes."

IN WITNESS WHEREOF this instrument is executed by the undersigned on the day and year set after their respective names.



ATTEST: [Signature]
Assistant Secretary
Date: MAY 19 1961

GULF OIL CORPORATION

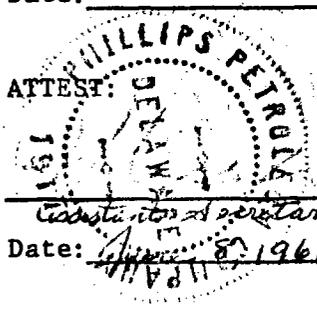
Law	<u>WOK</u>
Comotr	<u>WOK</u>
Exp	<u>WOK</u>
Prod.	

BY: [Signature]
Its Attorney in Fact

SUNRAY MID-CONTINENT OIL COMPANY

BY: _____
Its _____

PHILLIPS PETROLEUM COMPANY



ATTEST: [Signature]
Assistant Secretary
Date: AUG 8 1961

BY: [Signature]
Its vice-president

THE PURE OIL COMPANY

BY: _____
Its _____

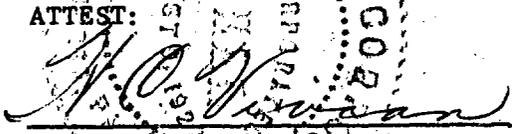
SKELLY OIL COMPANY

BY: _____
Its _____

ATTEST: _____
Assistant Secretary
Date: _____

"In consideration, among other things, for Gulf Oil Corporation, The Ohio Oil Company, Sinclair Oil & Gas Company, The Superior Oil Company, Texaco Seaboard Inc., Texaco Inc., Honolulu Oil Corporation and E. A. Hanson, (hereinafter collectively referred to as "Farmees"), each agreeing to bear its relative additional proportionate share of the costs of drilling the test well to the depth required by Section 13 of this Agreement attributable to said farmed out acreage, Farmor is obligated to assign to Farmees in severalty, as their respective interests may appear, its above-described oil and gas leasehold estates, subject to an overriding royalty to be excepted and reserved by Farmor equal to 1/16th of 8/8ths, proportionately reduced. Farmees have heretofore been furnished copies of said letter agreement and reference is here made for all purposes."

IN WITNESS WHEREOF this instrument is executed by the undersigned on the day and year set after their respective names.

ATTEST:

 Assistant Secretary
 Date: MAY 19 1961

GULF OIL CORPORATION

Law W.H.K.
 Counsel de U R
SEM

BY: W.H. Bell
 Its Attorney in Fact

ATTEST:

 Date: _____

SUNRAY MID-CONTINENT OIL COMPANY

BY: _____
 Its _____

ATTEST:

 Date: _____

PHILLIPS PETROLEUM COMPANY

BY: _____
 Its _____

ATTEST:

 Date: JUN 16 1961

APPROVED
TRADE <u>B. Bell</u>
FORM <u>(initials)</u>
DESCRIPTION <u>(initials)</u>

THE PURE OIL COMPANY

BY: James L. Merritt
 Its Manager, Southern Producing Division

ATTEST:

 Assistant Secretary
 Date: _____

SKELLY OIL COMPANY

BY: _____
 Its _____

Skelly

"In consideration, among other things, for Gulf Oil Corporation, The Ohio Oil Company, Sinclair Oil & Gas Company, The Superior Oil Company, Texaco Seaboard Inc., Texaco Inc., Honolulu Oil Corporation and E. A. Hanson, (hereinafter collectively referred to as "Farmees"), each agreeing to bear its relative additional proportionate share of the costs of drilling the test well to the depth required by Section 13 of this Agreement attributable to said farmed out acreage, Farmor is obligated to assign to Farmees in severalty, as their respective interests may appear, its above-described oil and gas leasehold estates, subject to an overriding royalty to be excepted and reserved by Farmor equal to 1/16th of 8/8ths, proportionately reduced. Farmees have heretofore been furnished copies of said letter agreement and reference is here made for all purposes."

IN WITNESS WHEREOF this instrument is executed by the undersigned on the day and year set after their respective names.

ATTEST:

Assistant Secretary
Date: _____

GULF OIL CORPORATION

BY: _____
Its _____ Attorney in Fact

ATTEST:

Date: _____

SUNRAY MID-CONTINENT OIL COMPANY

BY: _____
Its _____

ATTEST:

Date: _____

PHILLIPS PETROLEUM COMPANY

BY: _____
Its _____

ATTEST:

Date: _____

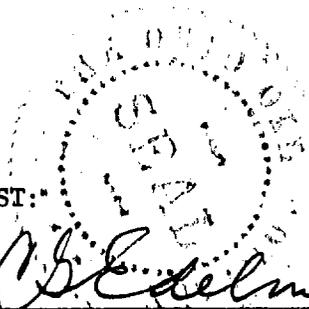
THE PURE OIL COMPANY

BY: _____
Its _____

Date: _____

SKELLY OIL COMPANY

BY: W.F. Bailey
Its ATTORNEY-IN-FACT



ATTEST:

L. G. Edelman

L. G. Edelman Assistant Secretary

Date: July 3, 1961

ATTEST:

Assistant Secretary

Date: _____

ATTEST:

Date: _____

Date: _____

ATTEST:

Assistant Secretary

Date: _____

ATTEST:

Date: _____

ATTEST:

Date: _____

ATTEST:

Date: _____

Date: _____

Ohio

THE OHIO OIL COMPANY

JFB

BY: *Glenn F. Bish*
Its Vice President



HONOLULU OIL CORPORATION

BY: _____
Its _____

NORTHERN NATURAL GAS PRODUCING COMPANY

BY: _____
Its _____

THE SUPERIOR OIL COMPANY

BY: _____

AND _____
Assistant Secretary

SINCLAIR OIL & GAS COMPANY

BY: _____
Its _____

TEXACO SEABOARD INC.

BY: _____
Its _____

TEXACO INC.

BY: _____
Its _____

TIDEWATER OIL COMPANY

BY: _____
Its _____

WM. G. ROSS

VEE K. ROSS

Honolulu

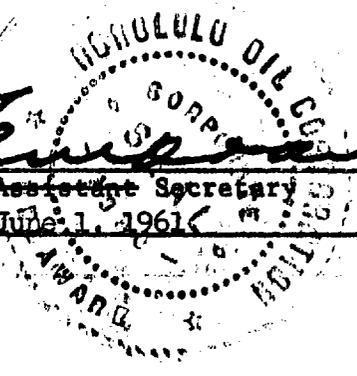
ATTEST:

Assistant Secretary
Date: _____

ATTEST:

[Signature]

Assistant Secretary
Date: June 1, 1961



ATTEST:

Date: _____

ATTEST:

Assistant Secretary
Date: _____

ATTEST:

Date: _____

ATTEST:

Date: _____

ATTEST:

Date: _____

Date: _____

THE OHIO OIL COMPANY

BY: _____
Its _____

HONOLULU OIL CORPORATION

BY: *[Signature]*
Its Executive Vice President
Exploration, Development and Production

NORTHERN NATURAL GAS PRODUCING COMPANY

BY: _____
Its _____

THE SUPERIOR OIL COMPANY

BY: _____

AND _____
Assistant Secretary

SINCLAIR OIL & GAS COMPANY

BY: _____
Its _____

TEXACO SEABOARD INC.

BY: _____
Its _____

TEXACO INC.

BY: _____
Its _____

TIDEWATER OIL COMPANY

BY: _____
Its _____

WM. G. ROSS

VEE K. ROSS

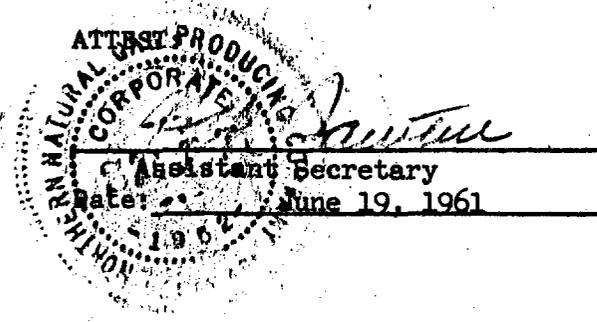
M. Nat.

ATTEST:

Assistant Secretary
Date: _____

ATTEST:

Assistant Secretary
Date: _____



Date: _____

ATTEST:

Assistant Secretary
Date: _____

ATTEST:

Date: _____

ATTEST:

Date: _____

ATTEST:

Date: _____

Date: _____

THE OHIO OIL COMPANY

BY: _____
Its _____

HONOLULU OIL CORPORATION

BY: _____
Its _____

NORTHERN NATURAL GAS PRODUCING COMPANY

BY: Jackson M. Barton
Its Vice-Pres.

THE SUPERIOR OIL COMPANY

BY: _____

AND _____
Assistant Secretary

SINCLAIR OIL & GAS COMPANY

BY: _____
Its _____

TEXACO SEABOARD INC.

BY: _____
Its _____

TEXACO INC.

BY: _____
Its _____

TIDEWATER OIL COMPANY

BY: _____
Its _____

WM. G. ROSS

VEE K. ROSS

Superior

ATTEST:

Assistant Secretary
Date: _____

ATTEST:

Assistant Secretary
Date: _____

ATTEST:

Date: _____

Date: _____

ATTEST:

Assistant Secretary
Date: _____

ATTEST:

Date: _____

ATTEST:

Date: _____

ATTEST:

Date: _____

Date: _____

THE OHIO OIL COMPANY

BY: _____
Its _____

HONOLULU OIL CORPORATION

BY: _____
Its _____

NORTHERN NATURAL GAS PRODUCING COMPANY

BY: _____
Its _____

APPROVED AS TO FORM
FOR THE SUPERIOR OIL CO.
BWP
ATTORNEY

THE SUPERIOR OIL COMPANY
BY: _____
AND _____
Assistant Secretary

APPROVED:
Acctg. _____
Drig. _____
Eng. *M. U. P.*
Geol. *U. C.*
Land. *U. C.*
Legal. _____

SINCLAIR OIL & GAS COMPANY

BY: _____
Its _____

TEXACO SEABOARD INC.

BY: _____
Its _____

TEXACO INC.

BY: _____
Its _____

TIDEWATER OIL COMPANY

BY: _____
Its _____

WM. G. ROSS

VEE K. ROSS

Sinclair

ATTEST:

Assistant Secretary
Date: _____

ATTEST:

Assistant Secretary
Date: _____

ATTEST:

Date: _____

Date: _____

THE OHIO OIL COMPANY

BY: _____
Its _____

HONOLULU OIL CORPORATION

BY: _____
Its _____

NORTHERN NATURAL GAS PRODUCING COMPANY

BY: _____
Its _____

THE SUPERIOR OIL COMPANY

BY: _____

AND _____
Assistant Secretary

SINCLAIR OIL & GAS COMPANY

BY: *R. L. Elston*
Its Vice-President
R. L. ELSTON

APPROVED	
FORM	SUBSTANCE
	<i>TLO</i>
	<i>Hub</i>

TEXACO SEABOARD INC.

BY: _____
Its _____

TEXACO INC.

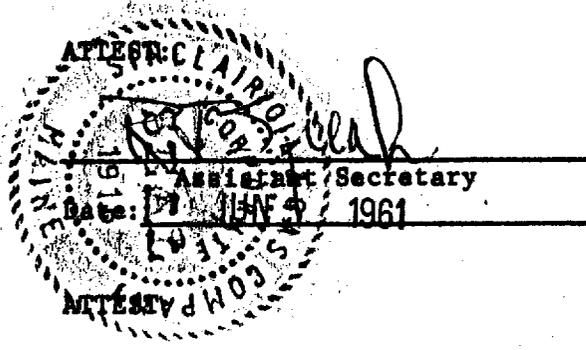
BY: _____
Its _____

TIDEWATER OIL COMPANY

BY: _____
Its _____

WM. G. ROSS

VEE K. ROSS



ATTEST:

Date: _____

ATTEST:

Date: _____

Date: _____

Texaco
+ J. Lambert

THE OHIO OIL COMPANY

BY: _____
Its _____

HONOLULU OIL CORPORATION

BY: _____
Its _____

NORTHERN NATURAL GAS PRODUCING COMPANY

BY: _____
Its _____

THE SUPERIOR OIL COMPANY

BY: _____

AND _____
Assistant Secretary

SINCLAIR OIL & GAS COMPANY

BY: _____
Its _____

TEXACO SEABOARD INC.

BY: *J. L. Sleeper Jr.*
Its *Texaco Seaboard Inc.*

TEXACO INC.

BY: *J. L. Sleeper Jr.*
Its *Texaco Inc.*

TIDEWATER OIL COMPANY

BY: _____
Its _____

WM. G. ROSS

VEE K. ROSS

ATTEST:

Assistant Secretary
Date: _____

ATTEST:

Assistant Secretary
Date: _____

ATTEST:

Date: _____

Date: _____

ATTEST:

Assistant Secretary
Date: _____

ATTEST: APPROVED AS TO
Terms *WMS*
Form *WMS*

Date: *May 24, 1961*

ATTEST:

Form *WMS*

Date: *May 24, 1961*

ATTEST:

Date: _____

Date: _____

Tidewater

ATTEST:

Assistant Secretary
Date: _____

ATTEST:

Assistant Secretary
Date: _____

ATTEST:

Date: _____

Date: _____

ATTEST:

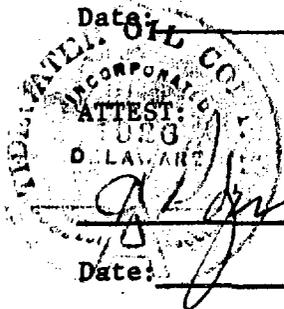
Assistant Secretary
Date: _____

ATTEST:

Date: _____

ATTEST:

Date: _____



Asst. Secretary
Date: _____

Date: _____

THE OHIO OIL COMPANY

BY: _____
Its _____

HONOLULU OIL CORPORATION

BY: _____
Its _____

NORTHERN NATURAL GAS PRODUCING COMPANY

BY: _____
Its _____

THE SUPERIOR OIL COMPANY

BY: _____

AND _____
Assistant Secretary

SINCLAIR OIL & GAS COMPANY

BY: _____
Its _____

TEXACO SEABOARD INC.

BY: _____
Its _____

TEXACO INC.

BY: _____
Its _____

TIDEWATER OIL COMPANY

BY: *E.B. Miller*
Its Vice President

WM. G. ROSS

VEE K. ROSS

Ross

ATTEST:

Assistant Secretary
Date: _____

ATTEST:

Assistant Secretary
Date: _____

ATTEST:

Date: _____

Date: _____

ATTEST:

Assistant Secretary
Date: _____

ATTEST:

Date: _____

ATTEST:

Date: _____

ATTEST:

Date: _____

Date: _____

THE OHIO OIL COMPANY

BY: _____
Its _____

HONOLULU OIL CORPORATION

BY: _____
Its _____

NORTHERN NATURAL GAS PRODUCING COMPANY

BY: _____
Its _____

THE SUPERIOR OIL COMPANY

BY: _____

AND _____
Assistant Secretary

SINCLAIR OIL & GAS COMPANY

BY: _____
Its _____

TEXACO SEABOARD INC.

BY: _____
Its _____

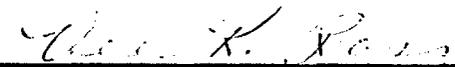
TEXACO INC.

BY: _____
Its _____

TIDEWATER OIL COMPANY

BY: _____
Its _____



WM. G. ROSS


VEE K. ROSS

Sunray

Date: _____

ERNEST A. HANSON

BEULAH IRENE HANSON

STATE OF NEW MEXICO)
)
COUNTY OF CHAVES)

The foregoing instrument was acknowledged before me this 19th day of May, 1961, by W. A. SHELLSHEAR, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires: _____
My Commission Expires August 15, 1962

Eva Marie Cooper
Notary Public

STATE OF Oklahoma)
)
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 29th day of May, 1961, by W. H. Harder, Vice President of SUNRAY MID-CONTINENT OIL COMPANY, a Delaware corporation, on behalf of said corporation.

My Commission Expires: _____
12-12-65

Daisy M. Nims
Notary Public

DAISY M. NIMS
NOTARY PUBLIC

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____, _____ of PHILLIPS PETROLEUM COMPANY, a Delaware corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____, _____ of THE PURE OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____, _____ of SKELLY OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

Pure

Date: _____

ERNEST A. HANSON

BEULAH IRENE HANSON

STATE OF NEW MEXICO)
COUNTY OF CHAVES)

The foregoing instrument was acknowledged before me this 19th day of May, 1961, by W. A. SHELLSHEAR, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires: August 15, 1962

E. Marie Cooper
Notary Public

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of SUNRAY MID-CONTINENT OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of PHILLIPS PETROLEUM COMPANY, a Delaware corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF TEXAS)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 16th day of June, 1961, by James L. Morris, Manager of the Southern Producing Division of The Pure Oil Company, an Ohio corporation, on behalf of said corporation.

My Commission expires: June 1, 1963

Jo Ann Brewer JO ANN BREWER
Notary Public in and for Harris County, Texas

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of SKELLY OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

Skelly

Date: _____

ERNEST A. HANSON

BEULAH IRENE HANSON

STATE OF NEW MEXICO)
)
COUNTY OF CHAVES)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by W. A. SHELLSHEAR, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvanian corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of SUNRAY MID-CONTINENT OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of PHILLIPS PETROLEUM COMPANY, a Delaware corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of THE PURE OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF *Oklahoma*)
)
COUNTY OF *Jules*)

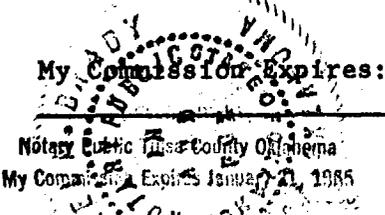
The foregoing instrument was acknowledged before me this 26th day of May, 1961, by W. E. BAILEY ATTORNEY-IN-FACT of SKELLY OIL COMPANY, a Delaware corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

Hazel M. Brady

Notary Public

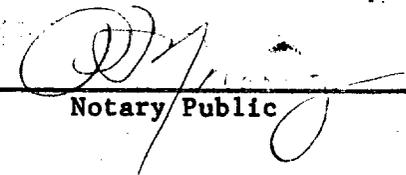


Ohio

STATE OF Ohio)
COUNTY OF Hancock)

The foregoing instrument was acknowledged before me this 3rd day of
April, 1961, by Glenn F. Bish, Vice President of THE OHIO OIL COMPANY,
an Ohio corporation, on behalf of said corporation.

My Commission Expires: P. T. YOUNG
NOTARY PUBLIC, HANCOCK COUNTY, OHIO
MY COMMISSION EXPIRES MARCH 29, 1963



Notary Public

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of
_____, 1961, by _____ of HONOLULU OIL CORPORATION,
a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of
_____, 1961, by _____ of NORTHERN NATURAL GAS
PRODUCING COMPANY, a _____ corporation, on behalf of said corporation

My Commission Expires:

Notary Public

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of
_____, 1961, by _____ of THE SUPERIOR OIL
COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of
_____, 1961, by _____ of SINCLAIR OIL & GAS
COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

Personal

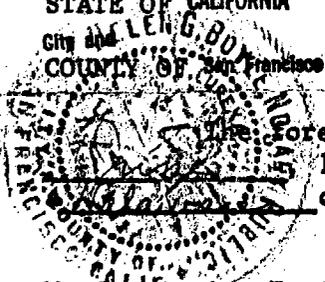
STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____, _____ of THE OHIO OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF CALIFORNIA)
City and County of San Francisco)



The foregoing instrument was acknowledged before me this 2nd day of 1961, by A. S. DONNELLY, AN EXEC. VICE PRES. of HONOLULU OIL CORPORATION, corporation, on behalf of said corporation.

My Commission Expires: August 28, 1963

Helen G. Boyle

Helen G. Boyle
Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____, _____ of NORTHERN NATURAL GAS PRODUCING COMPANY, a _____ corporation, on behalf of said corporation

My Commission Expires: _____

Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____, _____ of THE SUPERIOR OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____, _____ of SINCLAIR OIL & GAS COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

71.727

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of THE OHIO OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____
Notary Public

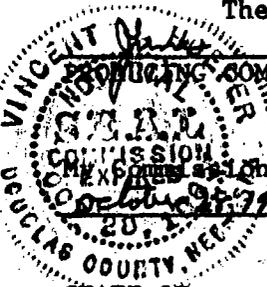
STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of HONOLULU OIL CORPORATION, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____
Notary Public

STATE OF *Nebraska*)
)
COUNTY OF *Douglas*)

The foregoing instrument was acknowledged before me this 19th day of _____, 1961, by Jackson M. Barton, Vice-President of NORTHERN NATURAL GAS PRODUCING COMPANY, a Dellwood corporation, on behalf of said corporation



My Commission Expires: _____
Vincent Hoedger
Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of THE SUPERIOR OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____
Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of SINCLAIR OIL & GAS COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____
Notary Public

Supplies

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of THE OHIO OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of HONOLULU OIL CORPORATION, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of NORTHERN NATURAL GAS PRODUCING COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared

R. C. WARD and MURRAY CHRISTIAN personally known

to me to be Vice-President and Assistant Secretary, respectively, of

The Superior Oil Company, a corporation, and personally known to me to be the persons

whose names are subscribed to the foregoing instrument, who severally, being by me duly sworn, deposed and said that they know the corporate seal of said corporation is the seal affixed to the foregoing instrument and severally acknowledged to me that as such officers, respectively, they executed and delivered said instrument as said officers, respectively, and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of Directors of said corporation, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses, purposes and consideration therein set forth, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5 day of June, 19 61.

My Commission Expires June 1, 1963

Lois Eakes

Notary Public in and for the County and State aforesaid.

LOIS EAKES
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1963

Sinclair

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of THE OHIO OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of HONOLULU OIL CORPORATION, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of NORTHERN NATURAL GAS PRODUCING COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of THE SUPERIOR OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 7th day of June, 1961, by R. L. Elston, Vice-president of SINCLAIR OIL & GAS COMPANY, a Maine corporation, on behalf of said corporation.

My Commission Expires: _____

Geneva L. Turner

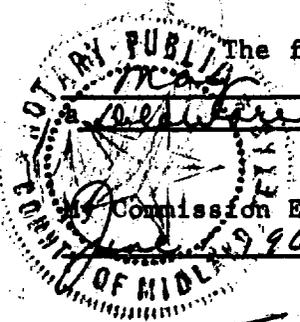
Notary Public
Geneva L. Turner

June 1, 1963



Witness
Richard Leonard

STATE OF Texas)
COUNTY OF Midland)

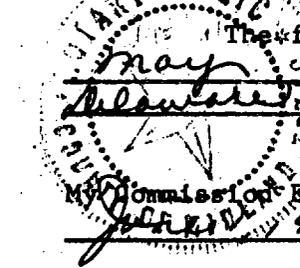


The foregoing instrument was acknowledged before me this 25th day of May, 1961, by J. Z. Steyer, Attorney-in-Fact of TEXACO SEABOARD INC., a Delaware corporation, on behalf of said corporation.

My Commission Expires: June 1, 1961

Dorothea Langas
Notary Public
DOROTHY LANGAS

STATE OF Texas)
COUNTY OF Midland)



The foregoing instrument was acknowledged before me this 25th day of May, 1961, by J. Z. Steyer, Attorney-in-Fact of TEXACO INC., a Delaware corporation, on behalf of said corporation.

My Commission Expires: June 1, 1961

Dorothea Langas
Notary Public
DOROTHY LANGAS

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 1961, by _____, of TIDEWATER OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 1961, by Wm. G. ROSS and VEE K. ROSS, his wife.

My Commission Expires: _____

Notary Public

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 1961, by ERNEST A. HANSON and BEULAH IRENE HANSON, his wife.

My Commission Expires: _____

Notary Public

Tidewater

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of TEXACO SEABOARD INC., a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

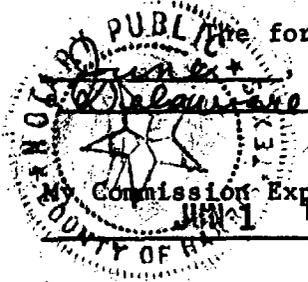
STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of TEXACO INC., a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF TEXAS)
)
COUNTY OF HARRIS)



The foregoing instrument was acknowledged before me this / day of _____, 1961, by E. B. MILLER, JR. Vice President of TIDEWATER OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Emma M. Butler
Notary Public

EMMA M. BUTLER
Notary Public in and for Harris County, Texas

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by Wm. G. ROSS and VEE K. ROSS, his wife.

My Commission Expires: _____

Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by ERNEST A. HANSON and BEULAH IRENE HANSON, his wife.

My Commission Expires: _____

Notary Public

Ross

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of TEXACO SEABOARD INC., a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of TEXACO INC., a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of TIDEWATER OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

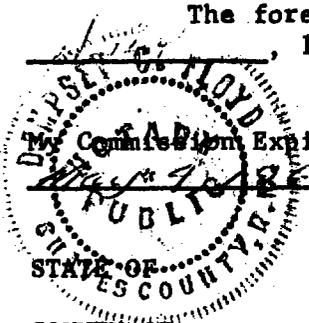
STATE OF *NEW MEXICO*)
)
COUNTY OF *CHAVEZ*)

The foregoing instrument was acknowledged before me this 5TH day of _____, 1961, by Wm. G. ROSS and VEE K. ROSS, his wife.

My Commission Expires: _____

Demetrius C. Lloyd

Notary Public



STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by ERNEST A. HANSON and BEULAH IRENE HANSON, his wife.

My Commission Expires: _____

Notary Public

Hanson

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of TEXACO SEABOARD INC., a _____ corporation, on behalf of said corporation.

My Commission Expires: _____
Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of TEXACO INC., a _____ corporation, on behalf of said corporation.

My Commission Expires: _____
Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of TIDEWATER OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____
Notary Public

STATE OF)
)
COUNTY OF)

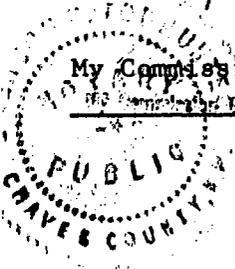
The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by Wm. G. ROSS and VEE K. ROSS, his wife.

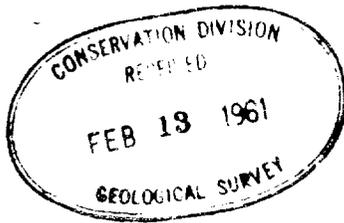
My Commission Expires: _____
Notary Public

STATE OF *New Mexico*)
)
COUNTY OF *Chaves*)

The foregoing instrument was acknowledged before me this 25 day of May, 1961, by ERNEST A. HANSON and BEULAH IRENE HANSON, his wife.

My Commission Expires: _____
Ernest A. Hunter
Notary Public





CERTIFICATION--DETERMINATION

14-08-0001 7348

Pursuant to the authority vested in the Secretary of Interior, under the act approved February 25, 1920, 41 Stat. 437, as amended, 30 U. S. C. secs. 181, et seq., and delegated to the Director of the Geological Survey pursuant to Departmental Order No. 2365 of October 8, 1947, 43 C. F. R. sec. 4.611, 12 F. R. 6784, I do hereby:

A. Approve the attached agreement for the development and operation of the Hackberry Hills Unit Area, State of New Mexico.

B. Certify and determine that the unit plan of development and operation contemplated in the attached agreement is necessary and advisable in the public interest for the purpose of more properly conserving the natural resources.

C. Certify and determine that the drilling, producing, rental, minimum royalty, and royalty requirements of all Federal leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of this agreement.

Date FEB 27 1961

William O. Baker
Acting Director, United States Geological Survey

CERTIFICATE OF APPROVAL

BY COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

HACKBERRY HILLS UNIT AREA

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, the attached Agreement for the development and operation of acreage which is described within the attached Agreement, dated January 26, 1961, which has been executed or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the state, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 7-11-39, 7-11-40, 7-11-41, 7-11-47, 7-11-48, New Mexico Statutes Annotated 1953 Compilation, I, the undersigned, Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 13th.day of February 19 61.



E. J. Walker
Commissioner of Public Lands
of the State of New Mexico

BEFORE THE OIL CONSERVATION COMMISSION
OF THE STATE OF NEW MEXICO

IN THE MATTER OF THE HEARING
CALLED BY THE OIL CONSERVATION
COMMISSION OF NEW MEXICO FOR
THE PURPOSE OF CONSIDERING:

CASE No. 2181
Order No. R-1871

THE APPLICATION OF GULF OIL
CORPORATION FOR THE APPROVAL
OF THE HACKBERRY HILLS UNIT
AGREEMENT EMBRACING 13,920
ACRES, MORE OR LESS, LOCATED
IN TOWNSHIPS 21 AND 22 SOUTH,
RANGES 25 AND 26 EAST, NMPM,
EDDY COUNTY, NEW MEXICO.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 9 o'clock a.m. on February 8, 1961, at Santa Fe, New Mexico, before Daniel S. Nutter, Examiner duly appointed by the Oil Conservation Commission of New Mexico, hereinafter referred to as the "Commission," in accordance with Rule 1214 of the Commission Rules and Regulations.

NOW, on this 15th day of February, 1961, the Commission, a quorum being present, having considered the application, the evidence adduced, and the recommendations of the Examiner, Daniel S. Nutter, and being fully advised in the premises,

FINDS:

- (1) That due public notice having been given as required by law, the Commission has jurisdiction of this cause and the subject matter thereof.
- (2) That the proposed unit plan will in principle tend to promote the conservation of oil and gas and the prevention of waste.

IT IS THEREFORE ORDERED:

- (1) That this order shall be known as the HACKBERRY HILLS UNIT AGREEMENT ORDER.
- (2) (a) That the project herein referred to shall be known as the Hackberry Hills Unit Agreement and shall hereinafter be referred to as the "Project."
- (b) That the Plan by which the project shall be operated shall be embraced in the form of a unit agreement for the development and operation of the Hackberry Hills Unit Area,

CASE No. 2181
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referred to in the Petitioner's petition and filed with said petition, and such plan shall be known as the Hackberry Hills Unit Agreement Plan.

(3) That the Hackberry Hills Unit Agreement Plan shall be, and hereby is, approved in principle as a proper conservation measure; provided, however, that notwithstanding any of the provisions contained in said unit agreement, this approval shall not be considered as waiving or relinquishing in any manner any right, duties or obligations which are now, or may hereafter be, vested in the New Mexico Oil Conservation Commission by law relative to the supervision and control of operations for exploration and development of any lands committed to said Hackberry Hills Unit Agreement, or relative to the production of oil and gas therefrom.

(4) (a) That the unit area shall be:

NEW MEXICO PRINCIPAL MERIDIAN

TOWNSHIP 21 SOUTH, RANGE 25 EAST

Section 25: S/2
Section 26: S/2
Section 27: SE/4
Section 34: E/2
Section 35: All
Section 36: All

TOWNSHIP 21 SOUTH, RANGE 26 EAST

Section 31: All
Section 32: W/2

TOWNSHIP 22 SOUTH, RANGE 25 EAST

Section 1: All
Section 2: All
Section 3: E/2
Section 11: NE/4
Section 12: N/2 and SE/4

TOWNSHIP 22 SOUTH, RANGE 26 EAST

Section 5: All
Section 6: All
Section 7: All
Section 8: All
Section 9: W/2 and SE/4
Section 10: SW/4
Section 14: SW/4
Section 15: All
Section 16: All
Section 17: All
Section 18: NE/4
Section 21: N/2 and SE/4

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Section 22: All
Section 23: All
Section 26: All
Section 27: N/2 and SE/4

containing 13,920 acres, more or less.

(b) The unit area may be enlarged or contracted as provided in said Plan, provided, however, that administrative approval for expansion or contraction of the unit area must also be obtained from the Secretary-Director of the Commission.

(5) That the unit operator shall file with the Commission an executed original or executed counterpart of the Hackberry Hills Unit Agreement within 30 days after the effective date thereof.

(6) That any party owning rights in the unitized substances who does not commit such rights to said unit agreement before the effective date thereof may thereafter become a party thereto by subscribing to such agreement or counterpart thereof, or by ratifying the same. The unit operator shall file with the Commission within 30 days an original of any such counterpart or ratification.

(7) That this order shall become effective upon the approval of said unit agreement by the United States Geological Survey and by the Commissioner of Public Lands for the State of New Mexico, and shall terminate ipso facto upon the termination of said unit agreement. The last unit operator shall immediately notify the Commission in writing of such termination.

DONE at Santa Fe, New Mexico, on the day and year hereinabove designated.

STATE OF NEW MEXICO
OIL CONSERVATION COMMISSION



EDWIN L. MECHEM, Chairman



E. S. WALKER, Member



A. L. PORTER, Jr., Member & Secretary

S E A L

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UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION OF THE
HACKBERRY HILLS UNIT AREA
EDDY COUNTY, NEW MEXICO
NO. 14-08-0001-7348

THIS AGREEMENT, entered into as of the 26th day of January,
1961, by and between the parties subscribing, ratifying, or consenting hereto, and
herein referred to as the "parties hereto",

W I T N E S S E T H :

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. Secs. 181 et seq., authorizes Federal lessees and their repre-
sentatives to unite with each other, or jointly or separately with others, in
collectively adopting and operating a cooperative or 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 determin-
ed 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 (Sec. 7-11-39 N.M. Statutes 1953 Annotated)
to consent to or approve this agreement on behalf of the State of New Mexico, inso-
far as it covers and includes lands and mineral interests of the State of New Mexico;
and,

WHEREAS, the Oil Conservation Commission of the State of New Mexico is
authorized by an Act of the Legislature (Chapter 72, Laws of 1935, as amended by
Chapter 193, Laws of 1937, Chapter 166, Laws of 1941, and Chapter 168, Laws of 1949)
to approve this agreement and the conservation provisions hereof; and,

WHEREAS, the parties hereto hold sufficient interests in the Hackberry
Hills Unit Area covering the land hereinafter described to give reasonably effect-
ive 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 interests in the below-defined unit area, and agree severally among themselves as follows:

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 State of New Mexico and privately owned 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 of New Mexico are hereby accepted and made a part of this agreement.

2. **UNIT AREA.** The following-described land is hereby designated and recognized as constituting the unit area:

T-21-S, R-25-E, N.M.P.M.

Sec. 25: S/2
Sec. 26: S/2
Sec. 27: SE/4
Sec. 34: E/2
Sec. 35: All
Sec. 36: All

T-21-S, R-26-E, N.M.P.M.

Sec. 31: All
Sec. 32: W/2

T-22-S, R-25-E, N.M.P.M.

Sec. 1: All (irregular)
Sec. 2: All (irregular)
Sec. 3: E/2 (irregular)
Sec. 11: NE/4
Sec. 12: N/2 and SE/4

T-22-S, R-26-E, N.M.P.M.

Sec. 5: All (irregular)
Sec. 6: All (irregular)
Sec. 7: All (irregular)
Sec. 8: All
Sec. 9: W/2 and SE/4
Sec. 10: SW/4
Sec. 14: SW/4
Sec. 15: All
Sec. 16: All
Sec. 17: All
Sec. 18: NE/4
Sec. 21: N/2 and SE/4
Sec. 22: All
Sec. 23: All
Sec. 26: All
Sec. 27: N/2 and SE/4

containing 13,920.38 acres, more or less.

Exhibit A attached hereto is a map showing the unit area and the boundaries and identity of tracts and leases in said 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, percentage, and kind of ownership of oil and gas interests in all land in the unit area. 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. Exhibits A and B shall be revised by the Unit Operator whenever changes in the unit area render such revision necessary, or when requested by the Oil and Gas Supervisor, hereinafter referred to as "Supervisor", or when requested by the Commissioner of Public Lands of the State of New Mexico, hereinafter referred to as "Land Commissioner", and not less than seven copies of the revised exhibits shall be filed with the Supervisor, and one (1) copy thereof shall be filed with the Land Commissioner and one (1) copy with the New Mexico Oil Conservation Commission, hereinafter referred to as "State Commission".

The above-described unit area shall when practicable be expanded to include therein any additional tract or tracts regarded as reasonably necessary or advisable for the purposes of this agreement, or shall be contracted to exclude lands not within any participating area whenever such expansion or contraction is necessary or advisable to conform with the purposes of this agreement. Such expansion or contraction shall be effected in the following manner:

(a) Unit Operator, on its own motion, or on demand of the Director of the Geological Survey, hereinafter referred to as "Director", or on demand of the Land Commissioner, after preliminary concurrence by the Director, shall prepare a notice of proposed expansion or contraction describing the contemplated changes in the boundaries of the unit area, the reasons therefor, and the proposed effective date thereof, preferably the first day of a month subsequent to the date of notice.

(b) Said notice shall be delivered to the Supervisor, the Land Commissioner and the State Commission and copies thereof mailed to the last known address of each working interest owner, lessee, and lessor whose interests are affected, advising that 30 days will be allowed for submission to the Unit Operator of any objections.

(c) Upon expiration of the 30-day period provided in the preceding item (b) hereof, Unit Operator shall file with the Supervisor, the Land Commissioner and the State Commission evidence of mailing of the notice of expansion or contraction and a copy of any objections thereto which have been filed with the Unit Operator, together with an application in sufficient number, for approval of such expansion or contraction and with appropriate joinders.

(d) After due consideration of all pertinent information, the expansion or contraction shall, upon approval by the Director, the Land Commissioner and the

State Commission, become effective as of the date prescribed in the notice thereof.

(e) All legal subdivisions of unitized lands (i.e., 40 acres by Government survey or its nearest lot or tract equivalent in instances of irregular surveys, however, unusually large lots or tracts shall be considered in multiples of 40 acres, or the nearest aliquot equivalent thereof, for the purpose of elimination under this subsection), no parts of which are entitled to be in a participating area within 5 years after the first day of the month following the effective date of the first initial participating area established under this unit agreement, shall be eliminated automatically from this agreement, effective as of the first day thereafter, and such lands shall no longer be a part of the unit area and shall no longer be subject to this agreement, unless at the expiration of said 5-year period diligent drilling operations are in progress on unitized lands not entitled to participation, in which event all such lands shall remain subject hereto for so long as such drilling operations are continued diligently, with not more than 90 days' time elapsing between the completion of one such well and the commencement of the next such well, except that the time allowed between such wells shall not expire earlier than 30 days after the expiration of any such period of time during which drilling operations are prevented by a matter beyond the reasonable control of unit operator as set forth in the section hereof entitled "Unavoidable Delay"; provided that all legal subdivisions of lands not in a participating area and not entitled to become participating under the applicable provisions of this agreement within 10 years after said first day of the month following the effective date of said first initial participating area shall be eliminated as above specified. Determination of creditable "Unavoidable Delay" time shall be made by unit operator and subject to approval of the Director and the Land Commissioner. The unit operator shall, within 90 days after the effective date of any elimination hereunder, describe the area so eliminated to the satisfaction of the Director and the Land Commissioner and promptly notify all parties in interest.

If conditions warrant extension of the 10-year period specified in this subsection 2 (e), a single extension of not to exceed 2 years may be accomplished by consent of the owners of 90% of the current unitized working interests and 60% of the current unitized basic royalty interests (exclusive of the basic royalty interests of the United States), on a total-nonparticipating-acreage basis, respectively, with approval of the Director, and the Land Commissioner provided such extension application is submitted to the Land Commissioner and the Director

not later than 60 days prior to the expiration of said 10-year period.

Any expansion of the unit area pursuant to this section which embraces lands theretofore eliminated pursuant to this subsection 2 (e) shall not be considered automatic commitment or recommitment of such lands.

3. UNITIZED LAND AND UNITIZED SUBSTANCES. All land committed to this agreement shall constitute land referred to herein as "unitized land" or "land subject to this agreement". All oil and gas in any and all formations of the unitized land are unitized under the terms of this agreement and herein are called "unitized substances".

4. UNIT OPERATOR. Gulf Oil Corporation is hereby designated as Unit Operator and by signature hereto as Unit Operator commits to this agreement all interests in unitized substances vested in it and agrees and consents to accept the duties and obligations of Unit Operator for the discovery, 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 interest in unitized substances, and the term "working interest owner" when used herein shall include or refer to Unit Operator as the owner of a working interest when such an interest is owned by it.

5. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the right to resign at any time prior to the establishment of a participating area or areas hereunder, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and terminate Unit Operator's rights as such for a period of 6 months after notice of intention to resign has been served by Unit Operator on all working interest owners and the Director, the Land Commissioner and State Commission and until all wells then drilled hereunder are placed in a satisfactory condition for suspension or abandonment whichever is required by the Supervisor as to Federal lands and the State Commission as to State and privately owned lands unless a new Unit Operator shall have been selected and approved and shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

Unit Operator shall have the right to resign in like manner and subject to like limitations, as above provided, at any time a participating area established hereunder is in existence, but, in all instances of resignation or removal, until a successor unit operator is selected and approved as hereinafter provided, the working interest owners shall be jointly responsible for performance of the

duties of unit operator, and shall not later than 30 days before such resignation or removal becomes effective appoint a common agent to represent them in any action to be taken hereunder.

The resignation of Unit Operator shall not release Unit Operator from any liability for any default by it hereunder occurring prior to the effective date of its resignation.

The Unit Operator may, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by the same percentage vote of the owners of working interests determined in like manner as herein provided for the selection of a new Unit Operator. Such removal shall be effective upon notice thereof to the Director and the Land Commissioner.

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 equipment, materials, and appurtenances used in conducting the unit operations and owned by the working interest owners to the new duly qualified successor Unit Operator or to the owners thereof if no such new Unit Operator is elected, to be used for the purpose of conducting unit operations hereunder. Nothing herein shall be construed as authorizing removal of any material, equipment and appurtenances needed for the preservation of any wells.

6. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall tender his or its resignation as Unit Operator, or shall be removed as hereinabove provided, the owners of the working interests in the participating area or areas according to their respective acreage interests in such participating area or areas, or, until a participating area shall have been established, the owners of the working interests according to their respective acreage interests in all unitized land, shall by majority vote select a successor Unit Operator; provided, that, if a majority but less than 75 per cent of the working interests qualified to vote are owned by one party to this agreement, a concurring vote of one or more additional working interest owners shall be required to select a new operator. 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 Director and Land Commissioner. If no successor Unit Operator is selected and qualified as herein

provided, the Director and Land Commissioner at their election may declare this unit agreement terminated.

7. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT. If the Unit Operator is not the sole owner of working interests, costs and expenses incurred by Unit Operator in conducting unit operations hereunder shall be paid and apportioned among and borne by the owners of working interests, all in accordance with the agreement or agreements entered into by and between the Unit Operator and the owners of working interests, whether one or more, separately or collectively. Any agreement or agreements entered into between the working interest owners and the Unit Operator as provided in this section, whether one or more, are herein referred to as 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 independent contracts, and such other rights and obligations as between Unit Operator and the working interest owners as may be agreed upon by 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 unit agreement or to relieve the Unit Operator of any right or obligation established under this unit agreement, and in case of any inconsistency or conflict between the unit agreement and the unit operating agreement, this unit agreement shall prevail. Three (3) true copies of any unit operating agreement executed pursuant to this section should be filed with the Supervisor and one (1) true copy with the Land Commissioner, prior to approval of this unit agreement by the Director.

8. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR. Except as otherwise specifically provided herein, the exclusive right, privilege, and duty of exercising any and all rights of the parties hereto 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. Acceptable evidence of title 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.

9. DRILLING TO DISCOVERY. Within 6 months after the effective date hereof, the Unit Operator shall begin to drill an adequate test well at a location approved by the Supervisor if on Federal land or by the Land Commissioner if on State land, or by the State Commission if on privately owned land, unless on such effective date a well is being drilled conformably with the terms hereof, and thereafter continue such drilling diligently until the Devonian formations have been tested or until at a lesser depth unitized substances shall be discovered which can be produced in paying quantities (to-wit: quantities sufficient to repay the costs of drilling and producing operations, with a reasonable profit) or the Unit Operator shall at any time establish to the satisfaction of the Supervisor if on Federal land, or the Land Commissioner if on State land, or of the State Commission if on privately owned land, that further drilling of said well would be unwarranted or impracticable; provided, however, that Unit Operator shall not in any event be required to drill said well to a depth in excess of 12,000 feet. Until the discovery of a deposit of unitized substances capable of being produced in paying quantities, the Unit Operator shall continue drilling diligently one well at a time, allowing not more than 6 months between the completion of one well and the beginning of the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of said Supervisor if it be on Federal land or of the Land Commissioner if on State land or the State Commission if on privately owned land or until it is reasonably proved that the unitized land is incapable of producing unitized substances in paying quantities in the formations drilled hereunder. If unitized substances in paying quantities shall have been discovered in any test well completed or in the process of completion upon the Unit Area prior to the effective date hereof, such well shall comply with the provisions of this section and all further development operations shall be conducted in accordance with an approved plan of development and operation in accordance with Section 10 hereof. Nothing in this section shall be deemed to limit the right of the Unit Operator to resign as provided in Section 5 hereof, or as requiring Unit Operator to commence or continue any drilling during the period pending such resignation becoming effective in order to comply with the requirements of this section. The Director and Land Commissioner may modify the drilling requirements of this section by granting reasonable extensions of time when, in their opinion, such action is warranted.

Upon failure to comply with the drilling provisions of this section, the Director and Land Commissioner may, after reasonable notice to the Unit Operator, and

each working interest owner, lessee, and lessor at their last known addresses, declare this unit agreement terminated.

10. PLAN OF FURTHER DEVELOPMENT AND OPERATION. Within 6 months after completion of a well capable of producing unitized substances in paying quantities, the Unit Operator shall submit for the approval of the Supervisor and the Land Commissioner an acceptable plan of development and operation for the unitized land which, when approved by the Supervisor and the Land Commissioner, shall constitute the further drilling and 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 the approval of the Supervisor and the Land Commissioner a plan for an additional specified period for the development and operation of the unitized land. Any plan submitted pursuant to this section shall provide for the exploration of the unitized area and for the diligent drilling necessary for determination of the area or areas thereof capable of producing unitized substances in paying quantities in each and every productive formation and shall be as complete and adequate as the Supervisor and the Land Commissioner may determine to be necessary for timely development and proper conservation of the oil and gas resources of the unitized area and shall:

(a) specify the number and location of any wells to be drilled and the proposed order and time for such drilling; and,

(b) to the extent practicable specify the operating practices regarded as necessary and advisable for proper conservation of natural resources. Separate plans may be submitted for separate productive zones, subject to the approval of the Supervisor and the Land Commissioner. Said plan or plans shall be modified or supplemented when necessary to meet changed conditions or to protect the interests of all parties to this agreement. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of development. The Supervisor and Land Commissioner are authorized to grant a reasonable extension of the 6-month period herein prescribed for submission of an initial plan of development where such action is justified because of unusual conditions or circumstances. After completion hereunder of a well capable of producing any unitized substance in paying quantities, no further wells, except such as may be necessary to afford protection against operations not under this agreement or such as may be specifically approved by the Supervisor and the Land Commissioner shall be drilled except in accordance with a plan of development approved as herein provided.

11. PARTICIPATION AFTER DISCOVERY. Upon completion of a well capable or producing unitized substances in paying quantities, the Unit Operator shall, within the month of such completion, if practicable, or as soon thereafter as required by the Supervisor or the Land Commissioner submit for approval by the Director and the Land Commissioner a schedule, based on subdivisions of the public-land survey or aliquot parts thereof as to Federal land, and, as to non-Federal lands, based upon appropriate computations from the courses and distances shown on the last approved public-land survey as of the effective date of the initial participating area, of all unitized land then regarded as reasonably proved to be productive of unitized substances in paying quantities; all lands in said schedule on approval of the Director and the Land Commissioner to constitute a participating area, effective as of the date of completion of such well or the effective date of the unit agreement, whichever is later. Said schedule also shall set forth the percentage of unitized substances to be allocated as herein provided to each unitized tract in the participating area so established, and shall govern the allocation of production from and after the date the participating area becomes effective. A separate participating area shall be established in like manner for each separate pool or deposit of unitized substances or for any group thereof produced as a single pool or zone, and any two or more participating areas so established may be combined into one with the consent of the owners of all working interests in the lands within the participating areas so to be combined, on approval of the Director and the Land Commissioner. The participating area or areas so established shall be revised from time to time, subject to like approval, whenever such action appears proper as a result of further drilling operations or otherwise, to include additional land then regarded as reasonably proved to be productive in paying quantities, or to exclude land then regarded as reasonably proved not to be productive in paying quantities and the percentage of allocation shall also be revised accordingly. The effective date of any revision shall be the first of the month in which is obtained the knowledge or information on which such revision is predicated, provided, however, that a more appropriate effective date may be used if justified by the Unit Operator and approved by the Director and the Land Commissioner. No land shall be excluded from a participating area on account of depletion of the unitized substances.

It is the intent of this section that a participating area shall represent the area known or reasonably estimated to be productive in paying quantities; but, regardless of any revision of the participating area, nothing herein contained shall be construed as requiring any retroactive adjustment for production obtained prior

to the effective date of the revision of the participating area.

In the absence of agreement at any time between the Unit Operator and the Director and the Land Commissioner as to the proper definition or redefinition of a participating area, or until a participating area has, or areas have, been established as provided herein, the portion of all payments affected thereby may be impounded in a manner mutually acceptable to the owners of working interests, except royalties due the United States and the State of New Mexico, which shall be determined by the Supervisor for Federal lands and the Land Commissioner for State lands and the State Commission as to privately owned lands and the amount thereof deposited, as directed by the Supervisor and the Land Commissioner respectively, to be held as unearned money until a participating area is finally approved and then applied as earned or returned in accordance with a determination of the sum due as Federal and State royalty on the basis of such approved participating area.

Whenever it is determined, subject to the approval of the Supervisor, as to wells drilled on Federal land and of the Land Commissioner as to wells drilled on State land and the State Commission as to wells on privately owned lands, that a well drilled under this agreement is not capable of production in paying quantities and inclusion of the land on which it is situated in a participating area is unwarranted, production from such well shall, for the purposes of settlement among all parties other than working interest owners, be allocated to the land on which the well is located so long as such land is not within a participating area established for the pool or deposit from which such production is obtained. Settlement for working interest benefits from such a well shall be made as provided in the unit operating agreement.

12. ALLOCATION OF PRODUCTION. All unitized substances produced from each participating area established under this agreement, except any part thereof used in conformity with good operating practices within the unitized area for drilling, operating, camp and other production or development purposes, for repressuring or recycling in accordance with a plan of development approved by the Supervisor, and Land Commissioner and the State Commission, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of unitized land of the participating area established for such production and, for the purpose of determining any benefits accruing under this agreement, each such tract of unitized land shall have allocated to it such percentage of said production as the number of acres of such tract included in said participating area bears to the total acres of unitized land in said participating area,

except that allocation of production hereunder for purposes other than for settlement of the royalty, overriding royalty, or payment out of production obligations of the respective working interest owners, shall be on the basis prescribed in the unit operating agreement whether in conformity with the basis of allocation herein set forth or otherwise. It is hereby agreed that production of unitized substances from a participating area shall be allocated as provided herein regardless of whether any wells are drilled on any particular part or tract of said participating area. If any gas produced from one participating area is used for repressuring or recycling purposes in another participating area, the first gas withdrawn from such last-mentioned participating area for sale during the life of this agreement shall be considered to be the gas so transferred until an amount equal to that transferred shall be so produced for sale and such gas shall be allocated to the participating area from which initially produced as constituted at the time of such final production.

13. DEVELOPMENT OR OPERATION OF NON-PARTICIPATING LAND OR FORMATIONS.

Any party or parties hereto owning or controlling the working interests in any unitized land having thereon a regular well location may with the approval of the Supervisor as to Federal land, the Land Commissioner as to State land, and the State Commission as to privately owned land, and subject to the provisions of the Unit Operating Agreement, at such party's or parties' sole risk, costs, and expense drill a well at such location on such land to test any formation for which a participating area has not been established or to test any formation for which a participating area has been established if such location is not within said participating area, or drill any well not mutually agreed to by all interested parties, unless within 90 days of receipt of notice from said party of his intention to drill the well the Unit Operator elects and commences to drill such a well in like manner as other wells are drilled by the Unit Operator under this agreement.

If any well drilled as aforesaid by a working interest owner results in production such that the land upon which it is situated may properly be included in a participating area, such participating area shall be established or enlarged as provided in this agreement and the well shall thereafter be operated by the Unit Operator in accordance with the terms of this agreement and the unit operating agreement.

If any well drilled as aforesaid by a working interest owner obtains production in quantities insufficient to justify the inclusion in a participating area of the land upon which such well is situated, such well may be operated and produced by the party drilling the same subject to the conservation requirements of this agreement. The royalties in amount or value of production from any such well shall

be paid as specified in the underlying lease and agreements affected.

14. ROYALTY SETTLEMENT. The United States and any State and all royalty owners who, under existing contract, are entitled to take in kind a share of the substances now unitized hereunder produced from any tract, shall hereafter be entitled to the right to take in kind their share of the unitized substances allocated to such tract, and Unit Operator, or in case of the operation of a well by a working interest owner as herein in special cases provided for, such working interest owner, shall make deliveries of such royalty share taken in kind in conformity with the applicable contracts, laws, and regulations. Settlement for royalty interest 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 royalties due under their leases.

If gas obtained from lands not subject to this agreement is introduced into any participating area hereunder, for use in repressuring, stimulation of production, or increasing ultimate recovery, which shall be in conformity with a plan first approved by the Supervisor, the Land Commissioner, and the State Commission, a like amount of gas, after settlement as herein provided for any gas transferred from any other participating area and with due allowance for loss or depletion from any cause, may be withdrawn from the formation into which the gas was introduced, royalty free as to dry gas, but not as to the products extracted therefrom; provided that such withdrawal shall be at such time as may be provided in the plan of operations or as may otherwise be consented to by the Supervisor, the Land Commissioner and the State Commission as conforming to good petroleum engineering practice; and provided further, that such right of withdrawal shall terminate on the termination of this unit agreement.

Royalty due the United States shall be computed as provided in the operating regulations and paid in value or delivered in kind as to all unitized substances on the basis of the amounts thereof allocated to unitized Federal land as provided herein at the rates specified in the respective Federal leases, or at such lower rate or rates as may be authorized by law or regulation; provided, that for leases on which the royalty rate depends on the daily average production per well, said average production shall be determined in accordance with the operating regulations as though each participating area were a single consolidated

lease.

Royalty due on account of State and privately owned lands shall be computed and paid on the basis of all unitized substances allocated to such lands.

15. **RENTAL SETTLEMENT.** Rental or minimum royalties due on 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 lessees 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 or minimum royalty for lands of the United States subject to this agreement shall be paid at the rate specified in the respective leases from the United States unless such rental or minimum royalty is waived, suspended, or reduced by law or by approval of the Secretary or his duly authorized representative.

Rentals on State of New Mexico lands subject to this agreement shall be paid at the rates specified in the respective leases.

With respect to any lease on non-Federal land containing provisions which would terminate such lease unless drilling operations were within the time therein specified commenced upon the land covered thereby or rental paid for the privilege of deferring such drilling operations, the rentals required thereby shall, notwithstanding any other provision of this agreement, be deemed to accrue and become payable during the term thereof as extended by this agreement and thereafter until the required drilling operations are commenced upon the land covered thereby or some portion of such land is included within a participating area.

16. **CONSERVATION.** 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 State or Federal law or regulation.

17. **DRAINAGE.** The Unit Operator shall take appropriate and adequate measures to prevent drainage of unitized substances from unitized land by wells on land not subject to this agreement, or, with the consent of the Director and the Land Commissioner, pursuant to applicable regulations pay a fair and reasonable compensatory royalty.

18. **LEASES AND CONTRACTS CONFORMED AND EXTENDED.** The terms, conditions, and provisions of all leases, subleases, and other contracts relating to exploration, drilling, development, or operations for oil or gas of 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 as to Federal leases and the Land Commissioner as to State leases shall and each by his approval hereof, or by the approval hereof by his duly authorized representative, does 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 conform said requirements to the provisions of this agreement, and, 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 and every part or separately owned tract subject to this agreement, regardless of whether there is any development of any particular part or 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 and producing operations performed hereunder upon any tract of unitized lands will be accepted and deemed to be performed upon and for the benefit of each and every tract of unitized land, 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 on all unitized lands pursuant to direction or consent of the Secretary and the Land Commissioner, or their duly authorized representative, shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every tract of unitized land.

(d) Each lease, sublease or contract relating to the exploration, drilling, development or operation for oil or gas of lands, other than those of the United States and State of New Mexico, committed to this agreement, 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 Federal lease for a fixed term of twenty (20) years or any renewal thereof or any part of such lease which is made subject to this agreement

shall continue in force beyond the term provided therein until the termination hereof. Any other Federal lease committed hereto shall continue in force beyond the term so provided therein or by law as to the land committed so long as such lease remains subject hereto, provided that production is had in paying quantities under this unit agreement prior to the expiration date of the term of such lease. Any such lease on which or for which under this agreement actual drilling operations were commenced prior to the end of its primary term and are being diligently prosecuted at that time shall be extended for two years and so long thereafter as production is had in paying quantities under this unit agreement in accordance with the Mineral Leasing Act Revision of 1960.

(f) Each sublease or contract relating to the operation and development of unitized substances from lands of the United States committed to this agreement, which by its terms would expire prior to the time at which the underlying lease, as extended by the immediately preceding paragraph, will expire, 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 the underlying lease as such term is herein extended.

(g) 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.

(h) The segregation of any Federal lease committed to this agreement is governed by the following provision in the fourth paragraph of Sec. 17(b) of the Act, as amended by the Act of July 29, 1954 (68 Stat. 583, 585) and the Act of September 2, 1960 (74 Stat. 781, 784): "Any (Federal) lease hereafter committed to 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 nonunitized 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."

(i) Any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto, shall be segregated as to the portion committed and the portion not committed, and the terms of such lease shall apply separately to such segregated portions commencing as of the effective date hereof; provided, however, notwithstanding any of the provisions of this agreement to

the contrary any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto 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 discovered and is capable of being produced in paying quantities from some part of the lands embraced in such lease at the expiration of the secondary term of such lease; or if, at the expiration of the secondary term, the Lessee or the Unit Operator is then engaged in bona fide drilling or reworking operations on some part of the lands embraced in such lease, the same, as to all lands embraced therein, shall remain in full force and effect so long as such operations are being 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.

19. 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, transferee, or other successor in interest. No assignment or transfer of any working interest, royalty, or other 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, photostatic, or certified copy of the instrument of transfer.

20. EFFECTIVE DATE AND TERM. This agreement shall become effective upon approval by the Director and the Land Commissioner or their duly authorized representatives as of the date of approval by the Director and shall terminate five (5) years from said effective date unless:

(a) Such date of expiration is extended by the Director and the Land Commissioner, or

(b) it is reasonably determined prior to the expiration of the fixed term or any extension thereof that the unitized land is incapable of production of unitized substances in paying quantities in the formations tested hereunder and after notice of intention to terminate the agreement on such ground is given by the Unit Operator to all parties in interest at their last known addresses, the agreement is terminated with the approval of the Director and Land Commissioner, or

(c) a valuable discovery of unitized substances has been made on unitized land during said initial term or any extension thereof, in which event the agreement shall remain in effect for such term and so long as unitized substances can be produced in paying quantities, i.e., in this particular instance in quantities sufficient to pay for the cost of producing same from wells on unitized land within any participating area established hereunder and, should production cease, so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as the unitized substances so discovered can be produced as aforesaid, or

(d) it is terminated as heretofore provided in this agreement.

This agreement may be terminated at any time by not less than 75 per centum, on an acreage basis, of the owners of working interests signatory hereto, with the approval of the Director and Land Commissioner; notice of any such approval to be given by the Unit Operator to all parties hereto.

21. RATE OF PROSPECTING, DEVELOPMENT, AND PRODUCTION. The Director is hereby vested with authority to alter or modify from time to time in his discretion the quantity and rate of production under this agreement when such quantity and rate is not fixed pursuant to Federal or State law or does not conform to any state-wide voluntary conservation or allocation program, which is established, recognized, and generally adhered to by the majority of operators in such State, 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. Without regard to the foregoing, the Director is also hereby vested with authority to alter or modify from time to time in his discretion the rate of prospecting and development and the quantity and rate of production under this agreement when such alteration or modification is in the interest of attaining the conservation objectives stated in this agreement and is not in violation of any applicable Federal or State law.

Powers in this section vested in the Director shall only be exercised after notice to Unit Operator and opportunity for hearing to be held not less than 15 days from notice.

22. CONFLICT OF SUPERVISION. Neither the Unit Operator nor the working interest owners nor any of them shall be subject to any forfeiture,

termination or expiration of any rights hereunder or under any leases or contracts subject hereto, or to any penalty or liability on account of delay or failure in whole or in part to comply with any applicable provision thereof to the extent that the Unit Operator, working interest owners or any of them are hindered, delayed or prevented from complying therewith by reason of failure of the Unit Operator to obtain in the exercise of due diligence, the concurrence of proper representatives of the United States and proper representatives of the State of New Mexico in and about any matters or thing concerning which it is required herein that such concurrence be obtained. The parties hereto, including the State Commission, agree that all powers and authority vested in the State Commission in and by any provisions of this agreement are vested in the State Commission and shall be exercised by it pursuant to the provisions of the laws of the State of New Mexico and subject in any case to appeal or judicial review as may now or hereafter be provided by the laws of the State of New Mexico.

23. APPEARANCES. Unit Operator shall, after notice to other parties affected, have the right to appear for and on behalf of any and all interests affected hereby before the Department of the Interior, the Commissioner of Public Lands of the State of New Mexico and the New Mexico Oil Conservation Commission and to appeal from orders issued under the regulations of said Department, the State Commission or Land Commissioner or to apply for relief from any of said regulations or in any proceedings relative to operations before the Department of the Interior, the Land Commissioner, or State Commission or any other legally constituted authority; provided, however, that any other interested party shall also have the right at his own expense to be heard in any such proceeding.

24. NOTICES. All notices, demands or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given if given in writing and personally delivered to the party or sent by postpaid registered or certified mail, addressed to such party or parties at their respective addresses set forth in connection with the signatures hereto or to the ratification or consent hereof or to such other address as any such party may have furnished in writing to party sending the notice, demand or statement.

25. NO WAIVER OF CERTAIN RIGHTS. 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 of the United States, 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.

26. UNAVOIDABLE DELAY. All obligations under this agreement requiring the Unit Operator to commence or continue drilling 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 agencies, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary materials in open market, or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not.

27. FAIR EMPLOYMENT. In connection with the performance of work under this agreement, the Unit Operator agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Unit Operator agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Unit Operator agrees to insert the foregoing provision in all sub-contracts hereunder, except sub-contracts for standard commercial supplies or raw materials.

28. 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 unit 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 as 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 Federal and State land or leases, no payments of funds due the United States or the State of New Mexico should be withheld, but such funds of the United States shall be deposited as directed by the Supervisor and such funds of the State of New Mexico shall be deposited as directed by the Land Commissioner 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.

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

29. NON-JOINDER AND SUBSEQUENT JOINDER. If the owner of any substantial interest in a tract within the unit area fails or refuses to subscribe or consent to this agreement, the owner of the working interest in that tract may withdraw said tract from this agreement by written notice to the Director, the Land Commissioner, and the Unit Operator prior to the approval of this agreement by the Director. Any oil or gas interests in lands within the unit area not committed hereto prior to submission of this agreement for final approval may thereafter be committed hereto by the owner or owners thereof subscribing or consenting to this agreement, and, if the interest is a working interest, by the owner of such interest also subscribing to the unit operating agreement. After operations are commenced hereunder, the subsequent joinder, as provided in this section, by a working interest owner is subject to such requirements or approvals, if any, pertaining to such joinder, as may be provided for in the unit operating agreement. After final approval hereof joinder by a non-working interest owner must be consented to in writing by the working interest owner committed hereto and responsible for the payment of any benefits that may accrue hereunder in behalf of such non-working interest. Joinder by any owner of a non-working interest, at any time, must be accompanied by appropriate joinder by the owner of the corresponding working interest in order for the interest to be regarded as effectively committed hereto. Joinder to the unit agreement by a working-interest owner, at any time must be accompanied by appropriate joinder to the unit operating agreement, if more than one committed working-interest owner is involved, in order for the interest to be regarded as effectively committed to this unit agreement. Except as may otherwise herein be provided subsequent joinders to this agreement shall be effective as of the first day of the month following the filing

with the Supervisor, the Land Commissioner and the State Commission of duly executed counterparts of all or any papers necessary to establish effective commitment of any tract to this agreement unless objection to such joinder is duly made within 60 days by the Director, Land Commissioner, or State Commission.

30. COUNTERPARTS. This agreement may be executed in any number of counterparts no one of which needs to be executed by all parties or may be ratified or consented to by separate instrument in writing specifically referring hereto and shall be binding upon all those parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all such 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 lands within the above-described unit area.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and set opposite their respective names the date of execution.

ATTEST:

[Signature]
Assistant Secretary

Date: January 26, 1961

ATTEST:

Date: _____

ATTEST:

[Signature]
Assistant Secretary

Date: _____

ATTEST:

[Signature]
Assistant Secretary

Date: 1-31-61

GULF OIL CORPORATION

BY: [Signature]
Its Attorney in Fact

UNION OIL COMPANY OF CALIFORNIA

BY: _____
Its _____

SUNRAY MID-CONTINENT OIL COMPANY

BY: [Signature]
Its Vice President RBA/SLW

PHILLIPS PETROLEUM COMPANY

BY: [Signature] BK
Its _____

ATTEST:

THE PURE OIL COMPANY

APPROVED	
TRADE	<i>Blk. Blk.</i>
FORM	<i>1/2</i>
DESCRIPTION	<i>B</i>

BY: *James L. McNeil*
 Its Manager, Southern Producing Division

Date: FEB 2 1961

ATTEST:

SKELLY OIL COMPANY

Bole

Approved *Bole*
Form *1/2*

BY: *Bole*
 Its SENIOR VICE PRESIDENT

P. P. Proctor
 Assistant Secretary

Date: *January 31, 1961*

ATTEST:

THE OHIO OIL COMPANY

BY: _____
 Its _____

 Assistant Secretary

Date: _____

ATTEST:

HONOLULU OIL CORPORATION

BY: _____
 Its _____

 Assistant Secretary

Date: _____

ATTEST:

SUN OIL COMPANY

BY: _____
 Its _____

Date: _____

ATTEST:

NORTHERN NATURAL GAS PRODUCING COMPANY

BY: *John M. Hanley*
 Its Vice President

J. M. Hunter
 Asst. Sec.

Date: JAN 30 1961

THE SUPERIOR OIL COMPANY

BY: _____

Date: _____

AND _____
 Assistant Secretary

SINCLAIR OIL & GAS COMPANY

BY: *W. L. Stanton*
 Its Vice President

ATTEST:

 Assistant Secretary

Date: FEB 01 1961

APPROVED	
FORM	<i>1/2</i>
SUBSTANCE	<i>307</i>

ATTEST:

Date: _____

ATTEST:

Assistant Secretary

Date: _____

ATTEST:

Assistant Secretary

Date: _____

ATTEST:



Assistant Secretary

Date: _____

ATTEST:

Date: _____

ATTEST:

Date: _____

ATTEST:

Assistant Secretary

Date: _____

THE PURE OIL COMPANY

BY: _____
Its _____

SKELLY OIL COMPANY

BY: _____
Its _____

THE OHIO OIL COMPANY

BY: _____
Its _____

HONOLULU OIL CORPORATION

BY: 
Its _____ EXECUTIVE VICE PRESIDENT
EXPLORATION, DEVELOPMENT AND PRODUCTION

SUN OIL COMPANY

BY: _____
Its _____

NORTHERN NATURAL GAS PRODUCING COMPANY

BY: _____
Its _____

THE SUPERIOR OIL COMPANY

BY: _____

AND _____
Assistant Secretary

SINCLAIR OIL & GAS COMPANY

BY: _____
Its _____

THE PURE OIL COMPANY

ATTEST:

Date: _____

ATTEST:

Assistant Secretary

Date: _____

ATTEST:

Assistant Secretary

Date: _____

ATTEST:

Assistant Secretary

Date: _____

ATTEST:

Date: _____

ATTEST:

Date: _____

BY: _____
Its _____

SKELLY OIL COMPANY

BY: _____
Its _____

THE OHIO OIL COMPANY

BY: _____
Its _____

HONOLULU OIL CORPORATION

BY: _____
Its _____

SUN OIL COMPANY

BY: _____
Its _____

NORTHERN NATURAL GAS PRODUCING COMPANY

BY: _____
Its _____

THE SUPERIOR OIL COMPANY

BY: W. Mengden
AND B. W. Burkhead
Assistant Secretary B W Burkhead

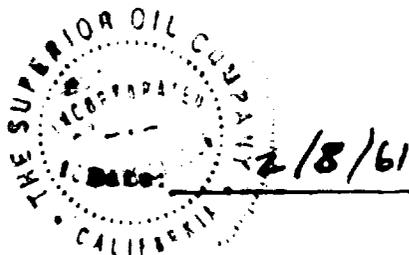
SINCLAIR OIL & GAS COMPANY

BY: _____
Its _____

ATTEST:

Assistant Secretary

Date: _____



THE SUPERIOR OIL CO.
APPROVED
Land JK
Geological JK
Legal JK
Approved for Execution

ATTEST:

Date: February 6, 1961

ATTEST:

Date: February 6, 1961

ATTEST:

 *[Signature]*
Assistant Secretary

Date: JAN 31 1961

ATTEST:

_____ Assistant Secretary

Date: _____

ATTEST:

_____ Assistant Secretary

Date: _____

Date: _____

Date: 2-3-61

Date: January 26, 1961

ATTEST:

Date: _____

TEXACO SEABOARD INC.

BY: *[Signature]*
Its ATTORNEY-IN-FACT

TEXACO INC.

BY: *[Signature]*
Its ATTORNEY-IN-FACT

TIDEWATER OIL COMPANY

BY: *[Signature]*
Its VICE PRESIDENT

TENNECO CORPORATION

BY: _____
Its _____

CARPER DRILLING COMPANY, INC.

BY: _____
Its _____

GEORGE E. COWLEY

CONLEY

[Signature]
W^m G. ROSS

[Signature]
Vee K. ROSS

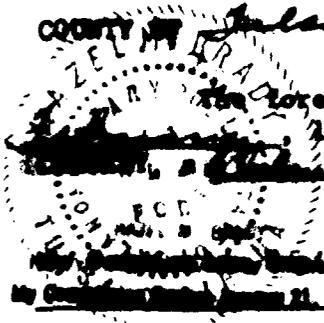
[Signature]
E. A. HANSON

[Signature]
Beulah Irene HANSON

SHELL OIL COMPANY

BY: _____
Its _____

STATE OF Oklahoma)
)
COUNTY OF Delaware)



The foregoing instrument was acknowledged before me this 1st day of January, 1961, by A. L. CASHMAN, SENIOR VICE PRESIDENT of SKELLY OIL CORPORATION, a Delaware corporation, on behalf of said corporation.

Raymond M. Brady
Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 1961, by _____, _____ of THE OHIO OIL COMPANY, a _____ corporation, on behalf of said corporation.

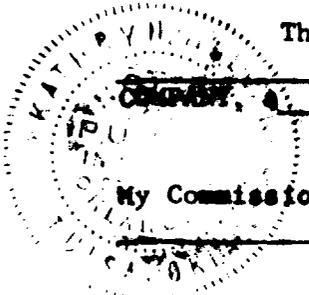
My Commission Expires: _____
Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 1961, by _____, _____ of HONOLULU OIL CORPORATION, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____
Notary Public

STATE OF)
)
COUNTY OF)

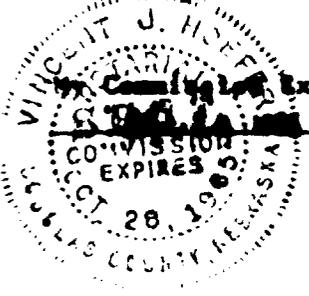


The foregoing instrument was acknowledged before me this ___ day of _____, 1961, by _____, _____ of SUN OIL CORPORATION, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____
Notary Public

STATE OF Nebraska)
)
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 30th day of January, 1961, by John M. Caskey, Vice President of NORTHERN NATURAL GAS PRODUCING COMPANY, a Delaware corporation, on behalf of said corporation.



Vincent J. Hofer
Notary Public

ILLEGIBLE

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of SKELLY OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____
Notary Public

STATE OF Ohio)
)
COUNTY OF Hancock)

The foregoing instrument was acknowledged before me this 2nd day of February, 1961, by H. H. West, Vice President of THE OHIO OIL COMPANY, a Ohio corporation, on behalf of said corporation.

My Commission Expires: _____
E. L. SIMON
NOTARY PUBLIC, HANCOCK COUNTY, OHIO
MY COMMISSION EXPIRES JUNE 27, 1961
E. L. Simon
Notary Public



STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of HONOLULU OIL CORPORATION, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____
Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of SUN OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____
Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of NORTHERN NATURAL GAS PRODUCING COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____
Notary Public

Unit Agreement
Hackberry Hills Unit, T-21 & 22-S, R-25 & 26-E,
Eddy County, New Mexico

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 1961, by _____ of SKELLY OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____
Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 1961, by _____ of THE OHIO OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____
Notary Public

STATE OF CALIFORNIA)
City and)
COUNTY OF San Francisco)



The foregoing instrument was acknowledged before me this 2nd day of _____, 1961, by A. S. DONNELLY, EXEC. VICE PRES. of HONOLULU OIL COMPANY, a Delaware corporation, on behalf of said corporation.

My Commission Expires: August 28, 1963
Helen G. Boyle Helen G. Boyle
Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 1961, by _____ of SUN OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____
Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 1961, by _____ of NORTHERN NATURAL GAS PRODUCING COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____
Notary Public

Unit Agreement
Hackberry Hills Unit, T-21 & 22-S, R-25 & 26-E,
Eddy County, New Mexico

ILLEGIBLE

STATE OF Texas)

COUNTY OF Midland)



The foregoing instrument was acknowledged before me this 8 day of February, 1961, by W. Mengden, VICE PRESIDENT of THE SUPERIOR OIL COMPANY, a California corporation, on behalf of said corporation.

Jackie Lerway
Notary Public

STATE OF)

COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____, _____ of SINCLAIR OIL & GAS COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF)

COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____, _____ of TEXACO SEABOARD INC., a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF)

COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____, _____ of TEXACO INC., a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF)

COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____, _____ of TIDEWATER OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

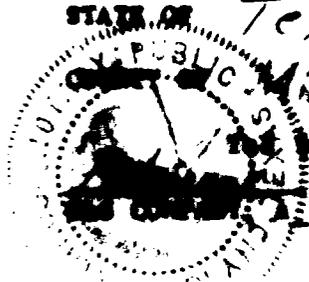
STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1961, by _____ of THE SUPERIOR OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

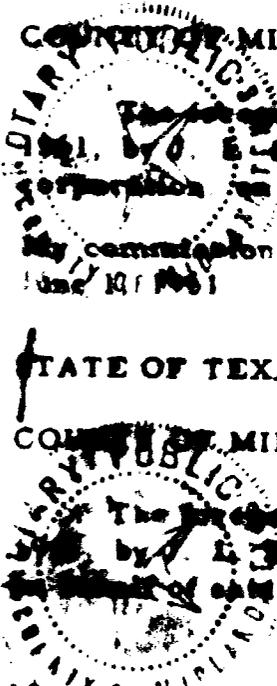


The foregoing instrument was acknowledged before me this 6th day of _____, 1961, by R. L. ELSTON, Vice-President of SINCLAIR OIL & Maine corporation, on behalf of said corporation.

My Commission Expires: 6-1-61

Petty C. Richardson
Notary Public

STATE OF TEXAS |
 |
COUNTY OF MIDLAND |

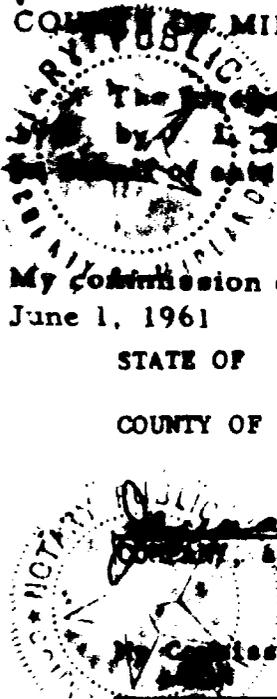


The foregoing instrument was acknowledged before me this 6th day of February 1961, by E. Sleeper, Jr., Attorney-in-Fact of TEXACO SEABOARD INC., a Delaware corporation, on behalf of said corporation.

My commission expires: June 1, 1961

Dorothy J. Driskill
Dorothy Driskill, Notary Public in and for Midland County, Texas.

STATE OF TEXAS |
 |
COUNTY OF MIDLAND |



The foregoing instrument was acknowledged before me this 6th day of February 1961, by E. Sleeper, Jr., Attorney-in-Fact of TEXACO INC., a Delaware corporation, on behalf of said corporation.

My commission expires: June 1, 1961

Dorothy J. Driskill
Dorothy Driskill, Notary Public in and for Midland County, Texas

STATE OF TEXAS)
)
COUNTY OF HARRIS)



The foregoing instrument was acknowledged before me this 7th day of January, 1961, by E. B. MILLER, JR., VICE PRESIDENT of TIDEWATER OIL & Delaware corporation, on behalf of said corporation.

My Commission Expires: 1 1961

Dorothy Elliott
Notary Public

DOROTHY ELLIOTT
Notary Public in and for Harris County, Texas

ILLEGIBLE

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 1961, by _____, _____ of TENNECO CORPORATION, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 1961, by _____, _____ of CARPER DRILLING COMPANY, INC., a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 1961, by GEORGE E. CONLEY and _____

My Commission Expires: _____

Notary Public

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 3RD day of February, 1961, by W^m C. ROSS and Vee K. Ross, his wife.

My Commission Expires: _____

6-1-61

Phyllis J. Sunstead
Notary Public

STATE OF New Mexico)
)
COUNTY OF Chaves)

The foregoing instrument was acknowledged before me this 27th day of January, 1961, by E. A. HANSON and Beulah Irene Hanson, his wife,

My Commission Expires: _____

My Commission Expires February 28, 1962

Emerson B. Johnston
Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 1961, by _____, _____ of SHELL OIL COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 1961, by _____, _____ of HUMBLE OIL & REFINING COMPANY, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public