

CERTIFICATE OF EFFECTIVENESS
CENTRAL DRINKARD UNIT
LEA COUNTY, NEW MEXICO
EFFECTIVE DATE: JULY 1, 1965

WHEREAS, a Unit Agreement, dated January 1, 1965, covering proposed waterflood operations in the Central Drinkard Unit Area was approved by the Oil Conservation Commission for the State of New Mexico on May 6, 1965 by its Order No. R-2904. An unsigned copy of said Order No. R-2904 approving said Unit Agreement is attached hereto marked Exhibit "A"; and

WHEREAS, said Unit Agreement was approved by the Commissioner of Public Lands for the State of New Mexico on June 18, 1965, an executed copy of the Commissioner's Certificate of Approval being attached hereto marked Exhibit "B"; and

WHEREAS, said Unit Agreement provides further for the filing of at least one executed counterpart for record in the Office of the County Clerk of Lea County, New Mexico, which said filing has been made as evidenced in Vol. 235 of the Records of Lea County, New Mexico at Page 386; and

WHEREAS, said Unit Agreement further provides in Section 17.1 that Unit Operator shall file for record with the County Clerk of the County wherein the lands are located a certificate to the effect that said agreement has become effective according to its terms and stating further the effective date; and

WHEREAS, Tract Nos. 10, 20 and 21 were not qualified under Section 9.1 of said Unit Agreement.

NOW, THEREFORE, Gulf Oil Corporation as Unit Operator does hereby declare and certify that said Unit shall be and is effective with the effective date of July 1, 1965, and that a description of the lands and formations as to which said Unit is in effect is as follows:

Township 21 South, Range 37 East, N.M.P.M.
Section 28: All
Section 29: E/2
Section 30: E/2 SE/4
Section 31: E/2 NE/4 and NE/4 SE/4
Section 32: E/2 and NW/4
Section 33: All

containing 2,280 acres, more or less.

The Unitized Formation shall be that portion of the Tubb formation which was encountered in the drilling of Gulf Oil Corporation's J. N. Carson (NCT-A) Well No. 7 between the depths of 6,440 feet and 6,590 feet beneath the surface which said well is situated 810 feet from the North line and 2,180 feet from the East line of Section 33, Township 21 South, Range 37 East, N.M.P.M., Lea County, New Mexico.

IN WITNESS WHEREOF, this certificate is executed this 29th day of June, 1965, by the undersigned, as Unit Operator.

GULF OIL CORPORATION

ATTEST:

[Signature]
Assistant Secretary

By [Signature]
Attorney-in-Fact

Form Approved
Law Dept. [initials]

STATE OF NEW MEXICO §
COUNTY OF CHAVES §

The foregoing instrument was acknowledged before me this 29th day of June, 1965, 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

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. 3240
Order No. R-2904

APPLICATION OF GULF OIL CORPORATION
FOR APPROVAL OF THE CENTRAL DRINKARD
UNIT AGREEMENT, LEA COUNTY, NEW MEXICO.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 9 o'clock a.m. on April 28, 1965, at Santa Fe, New Mexico, before Examiner Daniel S. Nutter.

NOW, on this 6th day of May, 1965, the Commission, a quorum being present, having considered the testimony, the record, and the recommendations of the Examiner, 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 applicant, Gulf Oil Corporation, seeks approval of the Central Drinkard Unit Agreement covering 2,600.00 acres, more or less, of State and Fee lands described as follows:

LEA COUNTY, NEW MEXICO
SECTION 21 SOUTH, RANGE 37 EAST, NMPM
Section 28: All
Section 29: All
Section 30: E/2 SE/4
Section 31: E/2 NE/4 and NE/4 SE/4
Section 32: E/2 and NW/4
Section 33: All

Case No. 3240
Order No. R-2984

(3) That approval of the proposed unit agreement should promote the prevention of waste and the protection of correlative rights within the unit area.

IT IS FURTHER ORDERED:

(1) That the Central Drinkard Unit Agreement is hereby approved.

(2) That the plan contained in said unit agreement for the development and operation of the unit area is hereby 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, duty, or obligation which is now, or may hereafter be, vested in the Commission to supervise and control operations for the exploration and development of any lands committed to the unit and production of oil or gas therefrom.

(3) That the unit operator shall file with the Commission an executed original or executed counterpart of the unit agreement within 30 days after the effective date thereof; that in the event of subsequent joinder by any party or expansion or contraction of the unit area, the unit operator shall file with the Commission within 30 days thereafter counterparts of the unit agreement reflecting the subscription of those interests having joined or ratified.

(4) That this order shall become effective upon the approval of said unit agreement by the Commissioner of Public Lands for the State of New Mexico; that this order shall terminate inso facto upon the termination of said unit agreement; and that the last unit operator shall notify the Commission immediately in writing of such termination.

(5) That jurisdiction of this cause is retained for the entry of such further orders as the Commission may deem necessary.

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

STATE OF NEW MEXICO
OIL CONSERVATION COMMISSION

JACK M. CAMPBELL, Chairman

GUYTON B. HAYS, Member

S E A L

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

enc/

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

CENTRAL DRINKARD UNIT, LEA COUNTY, NEW MEXICO

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 1, 1965, 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, and 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 18th day of June, 19 65.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

JUL 1 1965

at 8:25 o'clock a M
and Recorded in Book 236
Page 279
JANE RICE County Clerk
By A. Benge Deputy

OG-27

EXHIBIT B

31617

UNIT OPERATING AGREEMENT
CENTRAL DRINKARD UNIT
LEA COUNTY, NEW MEXICO

BEFORE EXAMINER NUTTER
OIL CONSERVATION COMMISSION
Appel EXHIBIT NO. 9
CASE NO. 3040

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Exhibit C (Schedule of Unit Participation)
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UNIT OPERATING AGREEMENT
CENTRAL DRINKARD UNIT
LEA COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the 1st day of January, 1965, by and between the parties who have signed the original of this instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions hereof;

W I T N E S S E T H :

WHEREAS, the parties hereto as working interest owners have executed, as of the date hereof, an agreement entitled, "Unit Agreement, Central Drinkard Unit, Lea County, New Mexico", herein referred to as "Unit Agreement", which, among other things, provides for a separate agreement to be entered into by working interest owners to provide for the development and operation of the unit area as therein defined;

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, it is agreed as follows:

ARTICLE 1

CONFIRMATION OF UNIT AGREEMENT

1.1 Confirmation of Unit Agreement. The Unit Agreement is hereby confirmed and by reference made a part of this agreement. The definitions in the Unit Agreement are adopted for all purposes of this agreement. If there is any conflict between the Unit Agreement and this agreement, the Unit Agreement shall govern.

ARTICLE 2

EXHIBITS

2.1 Exhibits. The following exhibits are incorporated herein by reference:

2.1.1 Exhibits A and B of the Unit Agreement.

2.1.2 Exhibit C, attached hereto, which is a schedule showing the unit participation of each working interest owner for both primary and secondary phase of operations. Exhibit C or a revision thereof shall not be conclusive as to the information therein except it may be used as showing the unit participations of the working interest owners for purposes of this agreement until shown to be

in error or revised as herein authorized.

2.1.3 Exhibit D, attached hereto, which is the accounting procedure applicable to unit operations. If there is any conflict between this agreement and Exhibit D, this agreement shall govern.

2.1.4 Exhibit E, attached hereto, which contains insurance provisions applicable to unit operations.

2.2 Revision of Exhibits. Whenever Exhibits A and B are revised, Exhibit C shall be revised accordingly and be effective as of the same date. Unit operator shall also revise Exhibit C from time to time as required to conform to changes in ownership of which unit operator has been notified as provided in the unit agreement.

ARTICLE 3

SUPERVISION OF OPERATIONS BY WORKING INTEREST OWNERS

3.1 Overall Supervision. Working interest owners shall exercise overall supervision and control of all matters pertaining to unit operations pursuant to this agreement and the Unit Agreement. In the exercise of such authority each working interest owner shall act solely in its own behalf in the capacity of an individual owner and not on behalf of the owners as an entirety.

3.2 Specific Authorities and Duties. The matters with respect to which the working interest owners shall decide and take action shall include, but not be limited to, the following:

3.2.1 Method of Operation. The method of operation, including any type of pressure maintenance, secondary recovery, or other recovery program to be employed specifically including the designation and expansion of a pilot project.

3.2.2 Drilling of Wells. The drilling of any well whether for production of unitized substances, for use as an injection well, or for other purposes.

3.2.3 Well Recompletions and Change of Status. The recompletion, abandonment or change of status of any well in the unit taken over under Article 11 hereof or use of any such well for injection or other purposes.

3.2.4 Expenditures. The making of any single expenditure in excess of Fifteen Thousand Dollars (\$15,000.00); provided that, approval by working interest owners of the drilling, reworking, deepening, or plugging back of any well shall include approval of all necessary expenditures required therefor, and for completing, testing and equipping the same, including necessary flow lines, separators and lease tankage.

3.2.5 Disposition of Unit Equipment. The selling or otherwise disposing of any major item of surplus unit equipment, if the current list price of new equipment similar thereto is thirty-five hundred dollars (\$3,500.00) or more.

3.2.6 Appearance Before a Court or Regulatory Agency. The designating of a representative to appear before any court or regulatory agency in matters pertaining to unit operations; provided that such designation shall not prevent any working interest owner at its own expense from appearing in person or from designating another representative in its own behalf.

3.2.7 Audits. The auditing of the accounts of unit operator pertaining to unit operations hereunder; provided that, the audits shall

(a) not be conducted more than once each year except upon the resignation or removal of unit operator.

(b) be made at the expense of all working interest owners other than the working interest owner designated as unit operator, and

(c) be made upon not less than thirty (30) days' written notice to unit operator.

3.2.8 Inventories. The taking of periodic inventories under the terms of Exhibit D.

3.2.9 Technical Services. The authorizing of charges to the joint account for services by consultants or unit operator's technical personnel not covered by the overhead charges provided by Exhibit D.

3.2.10 Assignments to Committees. The appointment of committees to study any problems in connection with unit operations.

3.2.11 The removal of unit operator and the selection of a successor.

3.2.12 The enlargement of the unit area.

3.2.13 The adjustment and readjustment of investments.

3.2.14 The termination of the Unit Agreement.

ARTICLE 4

MANNER OF EXERCISING SUPERVISION

4.1 Designation of Representatives. Each working interest owner shall in writing inform unit operator of the names and addresses of its representative and alternate who are authorized to represent and bind such working interest owner with respect to unit operations. The representative or alternate may be changed from time to time by written notice to unit operator.

4.2 Meetings. All meetings of working interest owners shall be called by unit operator upon its own motion or at the request of one (1) or more working interest owners who have a total secondary phase participation of not less than ten percent (10%). No meeting shall be called on less than fourteen (14) days' advance written notice, with agenda for the meeting attached. Working interest owners who attend the meeting shall not be prevented from amending items included in the agenda or from deciding the amended item or other items presented at the meeting. The representative of unit operator shall be chairman of each meeting.

4.3 Voting Procedure. Working interest owners shall decide all matters coming before them as follows:

4.3.1 Voting Interest. Each working interest owner shall have a voting interest equal to its unit participation in the secondary phase of operations.

4.3.2 Vote Required - General. Excepts as may otherwise be provided herein or in the Unit Agreement, working interest owners shall act upon and determine all matters coming before them by the affirmative vote of three or more working interest owners have a total of sixty-five percent (65%) or more of the total voting interest in the unit; provided that if any one working interest owner has a voting interest of more than thirty-five percent (35%), its negative vote or failure to vote shall not defeat the matter being voted on if such matter is supported by a majority of the voting interest unless such working interest owner is supported by the vote of one or more other working interest owners having a total voting interest of at least five percent (5%), and such resulting vote shall be binding on all parties.

4.3.3 Vote Required - Enlargement. Any enlargement shall be decided by the affirmative vote of eighty-five percent (85%) or more voting interest; provided that, should any one working interest owner have more than fifteen percent (15%) voting interest, its vote must be supported by one or more working interest owners having a combined voting interest of at least five percent (5%).

4.3.4 Vote at Meeting by Nonattending Working Interest Owner. Any working interest owner who is not represented at a meeting may vote either by written proxy or by letter or telegram addressed to the representative of the unit operator, provided such letter or telegram is received prior to the submission of such item to vote. If the vote is by letter or telegram such vote shall not be counted with respect to any item on the agenda which has been materially changed at the meeting.

4.3.5 Poll Votes. Working interest owners may vote on and decide, by letter or telegram, any matter submitted in writing to working interest owners, if no meeting is requested, as provided in Section 4.2, within seven (7) days

after the proposal is sent to working interest owners. Unit operator will give prompt notice of the results of the voting to all working interest owners.

ARTICLE 5

INDIVIDUAL RIGHTS OF WORKING INTEREST OWNERS

5.1 Reservation of Rights. Working interest owners severally reserve to themselves all their rights, except as otherwise provided in this agreement and the Unit Agreement.

5.2 Specific Rights. Each working interest owner shall have, among others, the following specific rights:

5.2.1 Access to Unit Area. Access to the unit area at all reasonable times to inspect unit operations, all wells, and the records and data pertaining thereto.

5.2.2 Reports. The right to receive from unit operator, upon written request, copies of all reports to any governmental agency, reports of crude oil runs and stocks, inventory reports, and all other information pertaining to unit operations. The cost of gathering and furnishing information not ordinarily furnished by unit operator to all working interest owners shall be charged to the working interest owner who requests the information.

ARTICLE 6

UNIT OPERATOR

6.1 Initial Unit Operator. Gulf Oil Corporation is hereby designated as Unit Operator.

6.2 Resignation or Removal. Unit operator may resign at any time. Working interest owners may remove unit operator at any time by the affirmative vote of at least seventy-five percent (75%) of the voting interest remaining after excluding the voting interest of unit operator. A unit operator that resigns or is removed shall not be released from its obligations hereunder for a period of three (3) months after the resignation or discharge, unless a successor unit operator has taken over unit operations prior to the expiration of such period.

6.3 Selection of Successor. Upon the resignation or removal of a unit operator, a successor unit operator shall be selected by working interest owners in accordance with Section 4.2 of the Unit Agreement.

ARTICLE 7

AUTHORITIES AND DUTIES OF UNIT OPERATOR

7.1 Exclusive Right to Operate Unit. Subject to the provisions of this agreement and to approval of working interest owners, unit operator shall have the exclusive right and be obligated to conduct unit operations and to do all things necessary or consistent therewith including the execution of all contracts as unit operator which affect drilling, reworking and servicing of wells, construction of facilities, the purchasing of supplies, line agreements, water supply agreements, and shall make any and all applications necessary for Oil Conservation Commission or other regulatory body approval including the perfecting of any water rights with the State Engineer's office.

7.2 Workmanlike Conduct. Unit operator shall conduct unit operations in a good and workmanlike manner as would a prudent operator under the same or similar circumstances. Unit operator shall freely consult with working interest owners and keep them informed of all matters which unit operator, in the exercise of its best judgment, considers important. Unit operator shall not be liable to working interest owners for damages, unless such damages result from its gross negligence or willful misconduct.

7.3 Liens and Encumbrances. Unit operator shall endeavor to keep the lands and leases in the unit area free from all liens and encumbrances occasioned by unit operations, except the lien of unit operator granted hereunder.

7.4 Employees. The number of employees used by unit operator in conducting unit operations, their selection, hours of labor, and compensative shall be determined by unit operator. Such employees shall be the employees of unit operator.

7.5 Records. Unit operator shall keep correct books, accounts and records of unit operations.

7.6 Reports to Working Interest Owners. Unit operator shall furnish to working interest owners periodic reports of unit operations.

7.7 Reports to Governmental Authorities. Unit operator shall make all reports to governmental authorities that it has the duty to make as unit operator.

7.8 Engineering and Geological Information. Unit operator shall furnish to a working interest owner, upon written request, a copy of the log and other engineering and geological data pertaining to wells drilled for unit operations.

7.9 Expenditures. Unit operator is authorized to make single expenditures not in excess of fifteen thousand dollars (\$15,000.00) without prior approval of working interest owners. If an emergency occurs, unit operator may immediately make or incur such expenditures as in its opinion are required to deal with the emergency. Unit operator shall report to working interest owners, as promptly as possible, the nature of the emergency and the action taken.

7.10 Wells Drilled by Unit Operator. All wells drilled by unit operator shall be at the usual rates prevailing in the area. Unit operator may employ its own tools and equipment, but the charge therefor shall not exceed the prevailing rate in the area, and the work shall be performed by unit operator under the same terms and conditions as are usual in the area in contracts of independent contractors doing work of a similar nature.

ARTICLE 8

TAXES

8.1 Ad Valorem Taxes. Unit operator, beginning the first of the next calendar year after the effective date hereof, shall make and file all necessary ad valorem tax renditions and returns with the proper taxing authorities covering all personal property of each working interest owner used or held by unit operator in unit operations. Unit operator shall settle assessments arising therefrom. All such ad valorem taxes shall be paid by unit operator and charged to the joint account in the same manner as other costs and expenses of unit operations.

8.2 Other Taxes. Each working interest owner shall pay or cause to be paid all production, severance, gathering, and other taxes imposed upon or in respect to the production or handling of its share of unitized substances.

ARTICLE 9

INSURANCE

9.1 Insurance. Unit operator, with respect to unit operations, shall carry such insurance as set forth in Exhibit E.

ARTICLE 10

AGREEMENT TO COMPLETE WELLS

10.1 Wells to be Completed and Subsequent Completion Work.

In order that unit operations may be facilitated working interest owners may at any time after the effective date hereof determine that certain wells within the unit area need to be completed in the unitized formation. Upon such determinations being made unit operator shall make appropriate written demands on the working interest owners so affected. For the purposes of this Section a well shall be deemed completed when: (a) If a single completion, said well is, in the standard of good oil-field practice, adequately cased down to the top of or into the unitized formation, or through the unitized formation but plugged back (if applicable) to a depth no less than the base of the unitized formation. (b) If a dual or triple completion, said well is adequately equipped so that the unitized formation is effectively segregated from all other producing formations as required for Oil Conservation Commission approval.

Subsequent to the delivery of the completed wells described above any additional work necessary to be performed on such wells shall be performed by unit operator at the risk, cost and expense of the unit to be paid for and owned by all working interest owners in the same relative shares as are expressed in their respective unit participations for the secondary phase of operations. Such additional work necessary to be performed shall include but not be limited to logging, perforating, stimulating and installing liners and equipment other than that originally furnished which will place such wells in condition to produce unitized substances or accept injection of outside substances.

10.1.1 Pilot Project Area. The pilot project area shall consist of six (6) injection wells situated respectively on the following described legal subdivisions:

T. 21 S., R. 37 E.

Section 28: SW/4 NW/4, NE/4 SW/4, SW/4 SW/4
Section 29: NE/4 SE/4, SW/4 SE/4
Section 32: NE/4 NE/4

and twelve (12) producing wells situated:

T. 21 S., R. 37 E.

Section 28: NW/4 NW/4, SE/4 NW/4, NW/4 SE/4,
NW/4 SW/4, SE/4 SW/4
Section 29: SE/4 NE/4, NW/4 SE/4, SE/4 SE/4, SE/4 SW/4
Section 32: NW/4 NE/4, SE/4 NE/4
Section 33: NW/4 NW/4

If on the effective date hereof any well, either a producing well or a proposed injection well situated on any of the above described legal subdivisions is not completed in the unitized formation said well shall then be completed upon demand of the unit working interest owners by the owner of said well at its sole risk but at the actual direct cost to the unit, the same to be paid for and owned by all unit working interest owners in the same relative shares as are expressed for their respective unit participations in the secondary phase of operations; Provided, however, that upon said pilot project area being expanded the cost involved in completing such well hereunder as to the initial pilot project area shall be billed to and repaid by each working interest owner whose well was so completed, in accordance with Section 10.1.

10.1.2 Outside the Pilot Project Area. Within 90 days after demand as provided above in Section 10.1 each working interest owner shall complete and equip at its sole cost, risk and expense to the satisfaction of the other working interest owners a well in the unitized formation on any quarter-quarter section of any tract committed hereto and owned by such working interest owner; Provided (1) that the previous production, either actual or assigned, from said quarter-quarter section has entitled the working interest owner thereof to at least some portion of the tract's participation in the secondary phase of operations hereunder, (2) that said demanded well is outside the pilot area and (3) that there is no such well already completed in the unitized formation in said quarter-quarter section on the date of such demand.

ARTICLE 11

ADJUSTMENT OF INVESTMENTS

11.1 Personal Property Taken Over. Upon the effective date hereof, working interest owners shall deliver to unit operator all wells and equipment located in or on the unit area which the working interest owners determine are necessary or desirable for conducting unit operations hereunder, specifically including but not limited to the following:

11.1.1 Wells and Casing. That portion of all wells completed in the unitized formation which is used or useable in whole or in part for production of unitized substances or for injection or other purposes together with the casing therein above the base of the unitized formation. In dual completion wells unit operator shall take over an undivided 1/2 interest in the casing to the base of the unitized formation, and in triple completion wells unit operator shall take over an undivided 1/3 interest in the casing to the base of the unitized formation.

11.1.2 Well and Lease Equipment. The tubing, lift equipment, wellhead connections, pumping units, flow units, separators, tank batteries and all other lease and operating equipment used solely in the operation of the wells or the portions of wells so taken over.

11.1.3 Wells to be Completed. Any well in the Unit Area which is not completed in the unitized formation on the effective date hereof shall be retained and operated by the working interest owner owning the tract in which said well is located; Provided, however, that when any demanded well is completed in the unitized formation in accordance with Article 10 hereof, that portion of said well which is used or useable in whole or in part either for the production of unitized substances or for injection purposes, together with the casing therein above the base of the unitized formation all as outlined hereinabove in Section 11.1.1 and all lease and operating equipment in, on or appurtenant to said well which is used or useable for production of unitized substances shall be delivered to and taken over by unit operator.

11.1.4 Records. A copy of all production and well records pertaining to the wells taken over insofar as said records pertain to the unitized formation.

11.2 Inventory and Evaluation of Personal Property. Working interest owners shall inventory and evaluate, under the supervision of unit operator and at unit expense, all personal property so taken over.

Such inventory shall be limited, however, to those items of equipment normally considered controllable by operators of oil and gas properties as indicated in the "Materials Classification Manual", dated 1960, prepared by the Petroleum Accountants Society of Oklahoma, subject to any exceptions for specific items as agreed to by working interest owners. Noncontrollable items, although excluded from the inventory, shall nevertheless be taken over by unit operator as provided in Section 11.1 hereof. The personal property listed on the inventories shall be evaluated on the price basis described in Exhibit D except that no value shall be given to the casing in any well.

11.3 Investment Adjustment. Upon approval by working interest owners of the inventory and evaluation, each working interest owner shall be credited with the value of its interest in all personal property taken over under Section 11.1.2 and shall be charged with an amount equal to that obtained by multiplying the total value of all personal property taken over under Section 11.1.2 by such working interest owner's unit participation in the secondary phase of operations as shown in Exhibit C hereof. If the charge against any working interest owner is greater than the amount credited to such working interest owner, the resulting net charge shall be an item of unit expense chargeable against such working interest owner. If the credit to any working interest owner is greater than the amount charged against such working interest owner, the resulting net credit shall be paid to such working interest owner by unit operator out of funds received by it in settlement of the net charges described above.

11.3.1 Wells Completed Upon Demand. After a working interest owner completes a well in conformance with Section 10.1.2 hereof, and delivers same to the unit operator as provided in Section 11.1.3, controllable materials as defined in Section 11.1.2 shall be paid for by unit operator at condition value and charged to all working interest owners in proportion to their respective unit participations in the secondary phase of operations.

11.4 General Facilities. The acquisition of warehouses, warehouse stocks, lease houses, camps, facility systems and office buildings

necessary for unit operations shall be by negotiation by the owners thereof and unit operator subject to the approval of working interest owners.

11.5 Ownership of Personal Property and Facilities. Each working interest owner, individually, shall by virtue hereof own and undivided interest equal to its unit participation in the secondary phase of operations, in all personal property and facilities taken over or otherwise acquired by unit operator pursuant to this agreement.

ARTICLE 12
UNIT EXPENSE

12.1 Basis of Charge to Working Interest Owners. Unit operator initially shall pay and discharge all costs and expenses incurred in the development and operation of the unit area pursuant to this agreement and the Unit Agreement. Working interest owners shall reimburse unit operator for all capital expenditures, costs of development of the unit area and purchases of outside substances, installation costs, development costs of water supply, water wells, injection wells, water stations and subsequent workovers, or remedial work undertaken with respect to unit owned wells, whether water or oil producing, or water injection wells, drilling well rate overhead, and all such reimbursement shall be made in proportion to the respective unit participations for the secondary phase of operations of the parties hereto. Working interest owners shall reimburse unit operator for all operating expenses including producing well rate overhead in proportion to their respective phase participations (whether primary to secondary) which were in effect when said expenses were incurred. All charges, credits, invoicing and accounting shall be in accordance with Exhibit D hereof.

12.2 Budgets. Before, or as soon as practical after the effective date hereof, unit operator shall prepare a budget of estimated unit expense for the remainder of the calendar year, and on or before the first day of each October thereafter shall prepare such a budget for the ensuing calendar year. A budget shall set forth the estimated unit expense by quarterly periods. Budgets shall be estimates only, and shall be adjusted or corrected by working interest owners and unit operator whenever an adjustment or correction is proper. A copy of each budget and adjusted budget shall promptly be furnished to each working interest owner.

12.3 Advance Billings. Unit operator shall have the right to require working interest owners to advance their respective shares of estimated unit expense by submitting to working interest owners, on or before the 15th day of any month, an itemized estimate thereof for the succeeding month, with a request for payment in advance. Within fifteen (15) days thereafter, each working interest owner shall pay to unit operator its share of such estimate. Adjustments between estimated and actual unit expense shall be made by unit operator at the close of each calendar month, and the accounts of working interest owners shall be adjusted accordingly.

12.4 Commingling of Funds. No funds received by unit operator under this agreement need be segregated or maintained by it as a separate fund, but may be commingled with its own funds.

12.5 Lien of Unit Operator. Each working interest owner grants to unit operator a lien upon its oil and gas rights in each tract, its share of unitized substances when produced, and its interest in all unit equipment, as security for payment of its share of unit expense, together with interest thereon at the rate of eight percent (8%) per annum. Unit operator shall have the right to bring suit to enforce collection of such indebtedness with or without seeking foreclosure of the lien. In addition, upon default by any working interest owner in the payment of its share of unit expense, unit operator shall have the right to collect from the purchaser the proceeds from the sale of such working interest owner's share of unitized substances until the amount owed by such working interest owner, plus interest as aforesaid, has been paid. Each purchaser shall be entitled to rely upon unit operator's written statement concerning the amount of any default.

12.6 Uncommitted Royalty. Should an owner of a royalty interest in any tract fail to become a party to the Unit Agreement, and, as a result thereof, the actual royalty interest payments with respect to such tract are more or less than the royalty interest payments computed on the basis of the unitized substances that are allocated to such tract under the Unit Agreement to the extent provided below, the difference shall be borne by or inure to the benefit of working interest owners in proportion to their respective unit participations.

12.6.1 Burden of 1/8th Royalty. The difference to be borne by or inure to the benefit of working interest owners shall not exceed an amount computed on the basis of one eighth (1/8) of the difference between the unitized substances allocated to the tract and the unitized substances produced from the tract. Such adjustments shall be made by charges and credits to the joint account.

12.6.2 Burden of Excess Royalty and Other Interests. Any uncommitted royalty interest in excess of one eighth (1/8) shall be borne solely by the working interest owner contributing such interest.

ARTICLE 13

NON-UNITIZED FORMATIONS

13.1 Right to Operate. Any working interest owner that now has or hereafter acquires the right to drill for and produce oil, gas or other minerals, from other than the unitized formation, shall have the right to do so notwithstanding this agreement or the Unit Agreement. In exercising the right, however, the working interest owner shall exercise reasonable precaution to prevent unreasonable interference with unit operations. No working interest owner shall produce unitized substances through any well drilled or operated by it. If any working interest owner drills any well into or through the unitized formation, the unitized formation shall be protected in a manner satisfactory to working interest owners so that the production of unitized substances will not adversely be affected.

13.2 Multiple Completions - Limitations. There shall be no wells in the unit area completed in more than two producing pools, one of which is the unitized formation, except those wells which prior to the effective date hereof have been completed as triple completions.

13.3 Joint Operations Provided For. Dual and triple completion wells shall be handled as follows:

13.3.1 Rights of Unit Operator and Allocation of Cost Between Unitized and Non-Unitized Operations. Unit operator shall have the right to operate that portion of multiple-completed wells which were delivered to it pursuant to

Section 11.1.1 or 11.1.3 above for production of unitized substance or as injection wells or for any other purpose pursuant to or in connection with the unit operations provided for herein. The working interest owner or owners who own oil and gas rights to any formation other than the unitized formation wherein any such multiple-completed well is situated, hereinafter called "other operator", shall have the right at its sole cost, risk and expense to operate that portion of such well which it has retained for the production of oil and gas from such formation other than the unitized formation, hereinafter called "other formation". The cost and expense of operating a multiple-completed well as to the unitized formation and keeping and maintaining the personal property delivered to unit operator pursuant to Sections 11.1.2 and 11.1.3, save and except for casing, shall be borne entirely by the working interest owners of the unit the same as if such well were a single completion in the unitized formation.

Except where circumstances and conditions warrant otherwise, unit operator shall be entitled to install tubing of a size equal to the tubing installed and used for the other formations, it being the intention hereby to provide that unit operations shall not be subordinated to a secondary or inferior status.

13.3.2 Subsequent Completion in Formation Other Than Unitized Formation. No well in which the unit owns a partial interest may be subsequently completed or recompleted in another formation without the consent of the working interest owners.

13.3.3 Workovers or Other Similar Operations In Multiple-Completed Wells. If either the unit operator or the other operator should desire to conduct a workover, reconditioning or other operation which would result in any interruption or cessation of operations being conducted in, upon or with respect to such well by the other party, then the party desiring

to undertake such operation shall first notify the other party in writing at least fifteen (15) days prior to commencing the proposed operation, setting out a complete and detailed description thereof. After the expiration of the fifteen (15) day period, or sooner if mutually agreeable, the party desiring to undertake such operations may proceed in accordance with its proposal subject to any amendments or changes which have been mutually agreed upon by the parties during the fifteen day period. Such operations shall be performed in a good and workmanlike manner and, except as hereinafter provided with respect to casing, at the sole cost, risk and expense of the party undertaking the work. The party undertaking the work shall at its sole cost, risk and expense make all reasonable efforts to restore the formation operated by the other party to the same working condition and status of performance which existed prior to undertaking the work. Except for gross negligence or willful misconduct the party undertaking such work shall not be liable beyond the duty imposed by the preceding sentence hereof or responsible for any damages to or loss of production from the formation operated by the party not desiring to undertake the work, nor shall such undertaking party be liable for any irreparable damage to the well or the casing.

13.3.4 Maintenance of Casing. In the event any casing repairs become necessary with respect to a multiple-completed well which are not the result of workovers or other similar operations hereinabove provided for, the unit operator and other operator shall share the cost of such repairs from the surface to the bottom of the unitized formation in proportion to their respective interests therein. Any casing repairs which are or might become necessary below the base of the unitized formation shall be made at the sole cost, risk and expense of the other operator, subject however to the provisions contained in Section 13.3.3 above.

13.3.5 Replacement Wells. If as a consequence of any deeper drilling, workover or repairs a replacement well has

been proposed, either the working interest owners or the other operator may elect whether or not to participate in the drilling of such replacement well as a multiple-completion well. In the event such a replacement well is to be drilled, the cost of drilling the same to the base of the unitized formation shall be borne by the working interest owners and the other operator in equal shares ($1/2$ for dual wells or $1/3$ for triple completions to be borne by the working interest owners, as the case may be) and the cost of drilling said replacement well below the unitized formation shall be borne by the other operator. The working interest owners and the other operator shall each pay their respective completion costs in any such replacement well.

13.3.6 Communications Between Formations. Unit operator shall be responsible for checking communication between the unitized formation and any other formation through the packers; provided, however, the other operator shall be notified at least twenty-four (24) hours prior to the taking of any packer leakage tests in order to have a representative present if it should so desire. The cost of any operation performed to remedy communication through the packers will be borne and paid equally by and between the working interest owners and the other operator, the proportions being $1/2$ for dual wells and $1/3$ for triple completions.

13.3.7 Abandonment. If either party should desire at any time to abandon one of its operations in any multiple-completion well and salvage its material and equipment therefrom such party shall be bound to give the other party at least a fifteen (15) day notice in writing prior to making such abandonment and shall otherwise proceed as provided above in Section 13.3.3, subject however to the terms and provisions of Section 19.1.

ARTICLE 14

TITLES

14.1 Warranty and Indemnity. Each working interest owner represents and warrants that it is the owner of the respective working interests set forth opposite its name in Exhibit B of the Unit Agreement, and hereby agrees to indemnify and hold harmless the other working interest owners from any loss due to failure, in whole or in part, of its title to any such interest, except failure of title arising out of unit operations; provided that, such warranty and indemnity shall be limited to an amount equal to the net value that has been received from the sale or receipt of unitized substances attributed to the interest as to which title failed. Each failure of title will be deemed to be effective, insofar as this agreement is concerned, as of the first day of the calendar month in which such failure is finally determined, and there shall be no retroactive adjustment of unit expense, or retroactive allocation of unitized substances or the proceeds therefrom, as a result of title failure.

14.2 Failure Because of Unit Operations. The failure of title to any working interest in any tract by reason of unit operations including non-production from such tract, shall not change the unit participation of the working interest owner whose title failed in relation to the unit participations of the other working interest owners at the time of the title failure.

ARTICLE 15

LIABILITY, CLAIMS AND SUITS

15.1 Individual Liability. The duties, obligations and liabilities of working interest owners shall be several and not joint or collective; and nothing herein contained shall ever be construed as creating a partnership of any kind, joint venture, association, or trust among working interest owners.

15.2 Settlements. Unit operator may settle any single damage claim or suit involving unit operations but not involving an expenditure in excess of two thousand dollars (\$2,000.00) provided the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above specified amount, working interest owners shall assume and take over the further handling of the claims or suit

unless such authority is expressly delegated to unit operator. All costs and expense of handling, settling, or otherwise discharging such claim or suit shall be an item of unit expense. If a claim is made against any working interest owner or if any working interest owner is sued on account of any matter arising from unit operations and over which such working interest owner individually has no control because of the rights given working interest owners and unit operator by this agreement and the Unit Agreement, the working interest owner shall immediately notify the unit operator, and the claim or suit shall be treated as any other claim or suit involving unit operations.

ARTICLE 16

INTERNAL REVENUE PROVISION

16.1 Internal Revenue Provision. Each working interest owner hereby elects that it and the operations covered by this agreement be excluded from the application of Subchapter K of Chapter 1 of Sub-Title A of the Internal Revenue Code of 1954, or such portion thereof as the Secretary of the Treasury of the United States or his delegate shall permit by election to be excluded therefrom. Unit operator is hereby authorized and directed to execute on behalf of each working interest owner such additional or further evidence of the election as may be required by regulations issued under said Subchapter K. Should the regulations require each party to execute such further evidence, each working interest owner agrees to execute or join in the execution thereof. The election hereby made and the other provisions of this paragraph shall apply in like manner to applicable state laws, regulations, and rulings now in effect or hereafter enacted that have an effect similar to the federal provisions referred to herein.

ARTICLE 17

NOTICES

17.1 Notices. All notices required hereunder shall be in writing and shall be deemed to have been properly served when sent by mail or telegram to the address of the representative of each working interest owner as furnished to unit operator in accordance with Article 4.1.

ARTICLE 18

WITHDRAWAL OF WORKING INTEREST OWNER

18.1 Withdrawal. A working interest owner may withdraw from this agreement by transferring, without warranty of title, either express or implied, to the other working interest owners who do not desire to withdraw, all its oil and gas rights together with its interest in all unit equipment and in all wells used in unit operations. Such transfer shall not relieve said working interest owner from any obligation or liability incurred prior to the date of the delivery of the transfer, which delivery may be made to unit operator as agent for the transferees. The interest transferred shall be owned by the transferees in proportion to their respective unit participations for the secondary phase of operations. The transferees, in proportion to the respective interests so acquired, shall pay transferor for its interest in unit equipment the fair salvage value thereof as estimated and fixed by working interest owners. After the date of delivery of the transfer, the withdrawing working interest owner shall be relieved from all further obligations and liability hereunder and under the Unit Agreement, and the rights of such working interest owner hereunder and under the Unit Agreement shall cease insofar as they existed by virtue of the interest transferred.

18.2 Creation of New Interest. If any working interest owner shall after executing this agreement create any overriding royalty, production payment or other similar interest hereafter referred to as "new interest", out of its interest subject to this agreement, such new interest shall be subject to all the terms and provisions of this agreement. In the event the working interest owner, owning the interest from which the new interest was created, withdraws from this agreement under the terms of Section 18.1 or fails to pay any expenses and costs chargeable to it under this agreement and the production to the credit of such working interest owner is insufficient for that purpose, the owner of the new interest will be liable for the pro rata portion of all costs and expenses which the original working interest owner, creating such new interest, would have been liable by virtue of his ownership of the new interest had the same not been transferred. In this event, the lien provided in Section 12.5 may be enforced against such new interest. If the owner of the

new interest bears a portion of the costs and expenses or the same is enforced against such new interest, the owner of the new interest will be subrogated to the rights of the unit operator with respect to the interest primarily chargeable with such costs and expenses.

ARTICLE 19

ABANDONMENT OF WELLS

19.1 Rights of Former Owners. If working interest owners decide to abandon permanently any well within the unit area prior to termination of the Unit Agreement, unit operator shall give written notice thereof to the working interest owners of the tract on which the well is located, and they shall have the option for a period of ninety (90) days after the sending of such notice to notify unit operator in writing of their election to take over and own the well. Within ten (10) days after the working interest owners of the tract have notified unit operator of their election to take over the well, they shall pay unit operator, for credit to the joint account, the amount estimated by working interest owners to be the net salvage value of the casing and equipment in and on the well excluding casing which former operator donated at no value, whether on effective date or as a demand well subsequent to effective date of the unit. The working interest owners of the tract, by taking over the well, agree to seal off effectively and protect the unitized formation, and upon abandonment to plug the well in compliance with applicable laws and regulations.

19.2 Plugging. If the working interest owners of a tract do not elect to take over a well located thereon which is proposed for abandonment, unit operator shall plug and abandon the well in compliance with applicable laws and regulations.

ARTICLE 20

EFFECTIVE DATE AND TERM

20.1 Effective Date. This agreement shall become effective on the date and at the time that the Unit Agreement becomes effective.

20.2 Term. This agreement shall continue in effect so long as the Unit Agreement remains in effect, and thereafter until (a) all unit wells have been abandoned and plugged or turned over to working interest owners in accordance with Article 19, (b) all unit equipment and real

property acquired for the joint account have been disposed of by unit operator in accordance with instructions of working interest owners, and (c) there has been a final accounting.

ARTICLE 21

ABANDONMENT OF OPERATIONS

21.1 Termination. Upon termination of the Unit Agreement, the following will occur:

21.1.1 Oil and Gas Rights. Oil and gas rights in and to each separate tract shall no longer be affected by this agreement, and thereafter the parties shall be governed by the terms and provisions of the leases, contracts, and other instruments affecting the separate tracts.

21.1.2 Right to Operate. Working interest owners of any tract that desire to take over and continue to operate wells located thereon may do so by paying unit operator, for credit to the joint account, the net salvage value of the casing and equipment in and on the wells taken over (excluding casing which former operator donated at no value, whether on effective date or as a demand well subsequent to the effective date of the unit), as estimated by working interest owners, and by agreeing to plug properly each well at such time as it is abandoned.

21.1.3 Salvaging Wells. Unit operator shall salvage as much of the casing and equipment in or on wells not taken over by working interest owners of separate tracts as can economically and reasonably be salvaged, and shall cause the wells to be plugged and abandoned properly.

21.1.4 Cost of Salvaging. Working interest owners shall share the cost of salvaging, liquidation or other distribution of assets and properties used in unit operations in proportion to their respective unit participations for the secondary phase of operations.

ARTICLE 22

EXECUTION

22.1 Original Counterpart, or Other Instrument. A party may become a party to this agreement by signing the original of this instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions hereof. The signing of any such instrument shall have the same effect as if all the parties had signed the same instrument.

ARTICLE 23

SUCCESSORS AND ASSIGNS

23.1 Successors and Assigns. The provisions hereof shall be covenants running with the lands, leases, and interests covered hereby, and shall be binding upon and inure to the benefit of the respective heirs, devisees, legal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates opposite their respective signatures.

GULF OIL CORPORATION



By W. B. Hopkins
Attorney-in-Fact

Address: P. O. Box 1938
Roswell, New Mexico 88201

THE STATE OF NEW MEXICO |
COUNTY OF CHAVES |

The foregoing instrument was acknowledged before me this 11th day of January, 1965, by W. B. HOPKINS, Attorney-in-Fact of GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

Eva Marie Cooper
Notary Public

My Commission Expires:
August 15, 1966

The foregoing 24 pages designated Unit Operating Agreement, Central Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, and marked Final Draft, is expressly ratified and adopted for all purposes.

ATTEST:

_____ By _____

Date: _____ Address: _____

Date: _____ Address: _____

THE STATE OF _____ §
COUNTY OF _____ §

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

Notary Public

My Commission Expires: _____

THE STATE OF _____ §
COUNTY OF _____ §

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

Notary Public

My Commission Expires: _____

EXHIBIT "C"

CENTRAL DRINKARD UNIT
Lea County, New Mexico

<u>OWNER</u>	<u>PERCENTAGE</u>	<u>PARTICIPATION</u>
	<u>PRIMARY</u> <u>PHASE</u>	<u>SECONDARY</u> <u>PHASE</u>
AMERADA PETROLEUM CORPORATION	14.5028	10.6395
BROSECO CORPORATION	0.2081	0.0914
WILLIAM FLEMING ESTATE	0.6571	0.2887
GENERAL AMERICAN OIL COMPANY OF TEXAS	2.3271	1.7483
GENERAL CRUDE OIL COMPANY	1.1768	0.8841
GULF OIL CORPORATION	31.8555	39.5344
MARATHON OIL COMPANY	2.5381	3.2373
MRS. EXOR MEGAN, GUARDIAN OF ESTATE OF MRS. MAUDE EAGLE PFOUTS	0.0009	0.0006
PAN AMERICAN PETROLEUM CORPORATION	4.2750	4.3083
JOHN B. RICH	0.0110	0.0048
ROYALTY ROUNDUP, INC.	0.0012	0.0009
SINCLAIR OIL & GAS COMPANY	4.1715	7.1529
SKELLY OIL COMPANY	6.7044	4.1625
SOCONY MOBIL OIL COMPANY, INC.	22.6293	20.9504
SOHIO PETROLEUM COMPANY	0.4381	0.1924
JACK STIEREN	0.0245	0.0184
SUNRAY DX OIL COMPANY	<u>8.4786</u>	<u>6.7851</u>
TOTAL	<u><u>100.0000</u></u>	<u><u>100.0000</u></u>

EXHIBIT " D "

Attached to and made a part of Central Drinkard Unit
Operating Agreement - Lea County, New Mexico

ACCOUNTING PROCEDURE (JOINT OPERATIONS)

I. GENERAL PROVISIONS

1. Definitions

"Joint Property" shall mean the real and personal property subject to the agreement to which this "Accounting Procedure" is attached.

"Joint Operations" shall mean all operations necessary or proper for the development, operation, protection and maintenance of the Joint Property.

"Operator" shall mean the party designated to conduct the Joint Operations.

"Non-Operators" shall mean the nonoperating parties, whether one or more.

"Joint Account" shall mean the account showing the charges and credits accruing because of the Joint Operations and which are to be shared by the Parties.

"Parties" shall mean Operator and Non-Operators.

"Material" shall mean personal property, equipment or supplies acquired or held for use on the Joint Property.

"Controllable Material" shall mean material which at the time is so classified in the Material Classification Manual as most recently recommended by the Council of Petroleum Accountants Societies of North America.

2. Conflict with Agreement

In the event of a conflict between the provisions of this Accounting Procedure and the provisions of the agreement to which this Accounting Procedure is attached, the provisions of the agreement shall control.

3. Collective Action by Non-Operators

Where an agreement or other action of Non-Operators is expressly required under this Accounting Procedure and if the agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, the agreement or action of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.

4. Statements and Billings

Operator shall bill Non-Operators on or before the last day of each month for their proportionate share of costs and expenses, for the preceding month. Such bills will be accompanied by statements reflecting the total charges and credits as set forth under Subparagraph C below:

A. Statement in detail of all charges and credits to the Joint Account.

B. Statement of all charges and credits to the Joint Account, summarized by appropriate classifications indicative of the nature thereof.

C. Statement of all charges and credits to the Joint Account summarized by appropriate classifications indicative of the nature thereof, except that items of Controllable Material and unusual charges and credits shall be detailed.

5. Payment and Advances by Non-Operators

Each Non-Operator shall pay its proportion of all such bills within fifteen (15) days after receipt thereof. If payment is not made within such time, the unpaid balance shall bear interest at the rate of eight per cent (8%) per annum until paid.

6. Adjustments

Payment of any such bills shall not prejudice the right of any Non-Operators to protest or question the correctness thereof; provided however, all bills and statements rendered to Non-Operators by Operator during any calendar year shall conclusively be presumed to be true and correct after twenty-four (24) months following the end of any such calendar year, unless within the said twenty-four (24) month period a Non-Operator takes written exception thereto and makes claim on Operator for adjustment. No adjustment favorable to Operator shall be made unless it is made within the same prescribed period. The provisions of this paragraph shall not prevent adjustments resulting from a physical inventory of the Joint Property as provided for in Section VII.

7. Audits

A Non-Operator, upon notice in writing to Operator and all other Non-Operators, shall have the right to audit Operator's accounts and records relating to the accounting hereunder for any calendar year within the twenty-four (24) month period following the end of such calendar year; provided however, the making of an audit shall not extend the time for the taking of written exception to and the adjustment of accounts as provided for in Paragraph 6 of this Section I. Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct joint or simultaneous audits in a manner which will result in a minimum of inconvenience to the Operator.

II. DIRECT CHARGES

Subject to limitations hereinafter prescribed, Operator shall charge the Joint Account with the following items:

1. Rentals and Royalties

Delay or other rentals and royalties when such rentals and royalties are paid by Operator for the Joint Account of the Parties.

2. Labor

A. Salaries and wages of Operator's employees directly engaged on the Joint Property in the conduct of the Joint Operations, and salaries or wages of technical employees who are temporarily assigned to and directly employed on the Joint Property.

B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to the employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II and Paragraph 1 of Section III; except that in the case of those employees only a pro rata portion of whose salaries and wages are chargeable to the Joint Account under Paragraph 1 of Section III, not more than the same pro rata portion of the benefits and allowances herein provided for shall be charged to the Joint Account. Cost under this Paragraph 2B may be charged on a "when and as paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to the Joint Account under Paragraph 2A of this Section II and Paragraph 1 of Section III. If percentage assessment is used, the rate shall be based on the Operator's cost experience.

C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are applicable to Operator's labor cost of salaries and wages chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II and Paragraph 1 of Section III.

D. Reasonable personal expenses of those employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II and for which expenses the employees are reimbursed under Operator's usual practice.

3. Employee Benefits

Operator's current cost of established plans for employees' group life insurance, hospitalization, pension, retirement, stock purchase, thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost; provided however, the total of such charges shall not exceed ten percent (10%) of Operator's labor costs chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II and Paragraph 1 of Section III.

4. Material

Material purchased or furnished by Operator for use on the Joint Property. So far as it is reasonably practical and consistent with efficient and economical operation, only such Material shall be purchased for or transferred to the Joint Property as may be required for immediate use; and the accumulation of surplus stocks shall be avoided.

5. Transportation

Transportation of employees and Material necessary for the Joint Operations but subject to the following limitations:

- A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be made to the Joint Account for a distance greater than the distance from the nearest reliable supply store or railway receiving point where like material is available, except by agreement with Non-Operators.
- B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint Account for a distance greater than the distance to the nearest reliable supply store or railway receiving point, except by agreement with Non-Operators. No charge shall be made to Joint Account for moving Material to other properties belonging to Operator, except by agreement with Non-Operators.
- C. In the application of subparagraphs A and B above, there shall be no equalization of actual gross trucking costs of \$100 or less.

6. Services

- A. The cost of contract services and utilities procured from outside sources other than services covered by Paragraph 8 of this Section II and Paragraph 2 of Section III.
- B. Use and service of equipment and facilities furnished by Operator as provided in Paragraph 5 of Section IV.

7. Damages and Losses to Joint Property

All costs or expenses necessary for the repair or replacement of Joint Property made necessary because of damages or losses incurred by fire, flood, storm, theft, accident, or any other cause, except to the extent that the damage or loss could have been avoided through the exercise of reasonable diligence on the part of Operator. Operator shall furnish Non-Operators written notice of damages or losses incurred as soon as practicable after a report thereof has been received by Operator.

8. Legal Expense

All costs and expenses of handling, investigating and settling litigation or claims arising by reason of the Joint Operations or necessary to protect or recover the Joint Property, including, but not limited to, attorneys' fees, court costs, cost of investigation or procuring evidence and amounts paid in settlement or satisfaction of any such litigation or claims; provided, (a) no charge shall be made for the services of Operator's legal staff or other regularly employed personnel (such services being considered to be Administrative Overhead under Section III), except by agreement with Non-Operators, and (b) no charge shall be made for the fees and expenses of outside attorneys unless the employment of such attorneys is agreed to by Operator and Non-Operators.

9. Taxes

All taxes of every kind and nature assessed or levied upon or in connection with the Joint Property, the operation thereof, or the production therefrom, and which taxes have been paid by the Operator for the benefit of the Parties.

10. Insurance Premiums

Premiums paid for insurance required to be carried on the Joint Property for the protection of the Parties.

11. Other Expenditures

Any other expenditure not covered or dealt with in the foregoing provisions of this Section II, or in Section III, and which is incurred by the Operator for the necessary and proper conduct of the Joint Operations.

III. INDIRECT CHARGES

Operator may charge the Joint Account for indirect costs either by use of an allocation of district expense items plus a fixed rate for administrative overhead, and plus the warehousing charges, all as provided for in Paragraphs 1, 2, and 3 of this Section III OR by combining all three of said items under the fixed rate provided for in Paragraph 4 of this Section III, as indicated next below:

OPERATOR SHALL CHARGE THE JOINT ACCOUNT UNDER THE TERMS OF:

- Paragraphs 1, 2 and 3. (Allocation of district expense plus fixed rate for administrative overhead plus warehousing.)
- Paragraph 4. (Combined fixed rate)

1. District Expense

Operator shall charge the Joint Account with a pro rata portion of the salaries, wages and expenses of Operator's production superintendent and other employees serving the Joint Property and other properties of the Operator in the same operating area, whose time is not allocated directly to the properties, and a pro rata portion of the cost of maintaining and operating a production office known as Operator's Hobbs Area office located at or near Hobbs, New Mexico (or a comparable office if location changed), and necessary sub-offices (if any), maintained for the convenience of the above-described office, and all necessary camps, including housing facilities for employees if required, used in connection with the operations of the Joint Property and other properties in the same operating area. The expense of, less any revenue from, such facilities may, at the option of Operator, include depreciation of investment or a fair monthly rental in lieu of depreciation. Such charges shall be apportioned to all properties served on some equitable basis consistent with Operator's accounting practice.

2. Administrative Overhead

Operator shall charge administrative overhead to the Joint Account at the following rates, which charge shall be in lieu of the cost and expense of all offices of the Operator not covered by Paragraph 1 of this Section III, including salaries, wages and expenses of personnel assigned to such offices. Such charges shall be in addition to the salaries, wages and expenses of employees of Operator authorized to be charged as direct charges as provided in Paragraphs 2 and 8 of Section II.

WELL BASIS (RATE PER WELL PER MONTH)

Well Depth	PRODUCING WELL RATE (Use Current Producing Depth)			
	DRILLING WELL RATE (Use Total Depth)	First Five	Next Five	All Wells Over Ten
	Each Well			
All Depths	350.00	55.00	55.00	55.00

The cost and expense of services from outside sources in connection with matters of taxation, traffic, accounting, or matters before or involving governmental agencies shall be considered as included in the overhead rates provided for in this Paragraph 2 of Section III, unless such cost and expense are agreed upon between Operator and Non-Operators as a direct charge to the Joint Account.

3. Operator's Fully Owned Warehouse Operating and Maintenance Expense

(Describe fully the agreed procedure to be followed by the Operator.)

None direct - Included in Paragraph 1 of this Section.

4. Combined Fixed Rates

Operator shall charge the Joint Account for the services covered by Paragraph 1, 2 and 3 of this Section III, the following fixed per well rates:

WELL BASIS (RATE PER WELL PER MONTH)

Well Depth	DRILLING WELL RATE (Use Total Depth)		PRODUCING WELL RATE (Use Current Producing Depth)		
	Each Well		First Five	Next Five	All Wells Over Ten

Said fixed rate (shall) (shall not) include salaries and expenses of production foremen.

5. Application of Administrative Overhead or Combined Fixed Rates

The following limitations, instructions and charges shall apply in the application of the per well rates as provided under either Paragraph 2 or Paragraph 4 of this Section III:

A. Charges for drilling wells shall begin on the date each well is spudded and terminate on the date the drilling or completion rig is released, whichever is later, except that no charge shall be made during the suspension of drilling operations for fifteen (15) or more consecutive days.

B. The status of wells shall be as follows:

(1) Producing gas wells, injection wells for recovery operations, water supply wells utilized for water flooding operations and salt water disposal wells shall be considered the same as producing wells.

(2) Wells permanently shut down but on which plugging operations are deferred shall be dropped from the well schedule at the time the shutdown is effected. When such a well is plugged a charge shall be made at the producing well rates.

(3) Wells being plugged back, drilled deeper, converted to a source or input well, or which are undergoing any type of workover that requires the use of a drilling or workover rig shall be considered the same as drilling wells.

(4) Temporarily shut-down wells, which are not produced or worked upon for a period of a full calendar month, shall not be included in the well schedule, provided however, wells shut in by governmental regulatory body shall be included in the well schedule only in the event the allowable production is transferred to some other well or wells on the Joint Property. In the event of a unit allowable, all wells capable of producing will be counted in determining the charge.

(5) Gas wells shall be included in the well schedule if directly connected to a permanent sales outlet even though temporarily shut in due to overproduction or failure of purchaser to take the allowed production.

(6) Wells completed in multiple horizons, in which the production is not commingled down hole, shall be considered as a producing well for each separately producing horizon.

C. The well rates shall apply to the total number of wells being drilled or operated under the agreement to which this Accounting Procedure is attached, irrespective of individual leases.

D. The well rates shall be adjusted on the first day of April of each year following the effective date of the agreement to which this Accounting Procedure is attached. The adjustment shall be computed by multiplying the rate currently in use by the percentage increase or decrease in the average weekly earnings of Crude Petroleum and Gas Production Workers for the last calendar year compared to the preceding calendar year as shown by "The Index of Average Weekly Earnings of Crude Petroleum and Gas Production Workers" as published by the United States Department of Labor, Bureau of Labor Statistics. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.

6. For the construction of compressor plants, water stations, secondary recovery systems, salt water disposal facilities, and other such projects, as distinguished from the more usual drilling and producing operations, Operator in addition to the Administrative Overhead or Combined Fixed Rates provided for in Paragraph 2 and 4 of this Section III, shall charge the Joint Account with an additional overhead charge as follows:

A. Total cost less than \$25,000, no charge.

B. Total cost more than \$25,000 but less than \$100,000, 3 % of total cost.

C. Total cost of \$100,000 or more, 3 % of the first \$100,000 plus 2 % of all over \$100,000 of total cost.

Total cost shall mean the total gross cost of any one project. For the purpose of this Paragraph the component parts of a single project shall not be treated separately and the cost of drilling wells shall be excluded.

7. The specific rates provided for in this Section III may be amended from time to time by mutual agreement between the Parties hereto if, in practice, the rates are found to be insufficient or excessive.

IV. BASIS OF CHARGES TO JOINT ACCOUNT

Subject to the further provisions of this Section IV, Operator will procure all Material and services for the Joint Property. At the Operator's option, Non-Operator may supply Material or services for the Joint Property.

1. Purchases

Material purchased and service procured shall be charged at the price paid by Operator after deduction of all discounts actually received.

2. Material furnished from Operator's Warehouse or Other Properties

A. New Material (Condition "A")

(1) Tubular goods, two inch (2") and over, shall be priced on Eastern Mill base (i. e. Youngstown, Ohio; Lorain, Ohio; and Indiana Harbor, Indiana) on a minimum carload basis effective at date of movement and f. o. b. railway receiving point nearest the Joint Property, regardless of quantity. In equalized hauling charges, Operator is permitted to include ten cents (10c) per hundred-weight on all tubular goods furnished from his stocks in lieu of loading and unloading costs sustained.

(2) Other Material shall be priced at the current replacement cost of the same kind of Material, effective at date of movement and f. o. b. the supply store or railway receiving point nearest the Joint Property where Material of the same kind is available.

(3) The Joint Account shall not be credited with cash discounts applicable to prices provided for in this Paragraph 2 of Section IV.

B. Used Material (Condition "B" and "C")

(1) Material in sound and serviceable condition and suitable for reuse without reconditioning, shall be classified as Condition "B" and priced at seventy-five per cent (75%) of the current price of new Material.

(2) Material which cannot be classified as Condition "B" but which,
(a) After reconditioning will be further serviceable for original function as good secondhand Material (Condition "B"), or

(b) Is serviceable for original function but substantially not suitable for reconditioning, shall be classified as Condition "C" and priced at fifty per cent (50%) of current new price.

(3) Obsolete Material or Material which cannot be classified as Condition "B" or Condition "C" shall be priced at a value commensurate with its use. Material no longer suitable for its original purpose but usable for

some other purpose, shall be priced on a basis comparable with that of items normally used for such other purpose.

- (4) Material involving erection costs shall be charged at applicable percentage of the current knocked-down price of new Material.

3. Premium Prices

Whenever Material is not readily obtainable at prices specified in Paragraphs 1 and 2 of this Section IV because of national emergencies, strikes or other unusual causes over which the Operator has no control, the Operator may charge the Joint Account for the required Material at the Operator's actual cost incurred in procuring such Material, in making it suitable for use, and in moving it to the Joint Property, provided, that notice in writing is furnished to Non-Operators of the proposed charge prior to billing Non-Operators for such Material. Each Non-Operator shall have the right, by so electing and notifying Operator within 10 days after receiving notice from Operator, to furnish in kind all or part of his share of such Material suitable for use and acceptable to Operator.

4. Warranty of Material Furnished by Operator

Operator does not warrant the Material furnished. In case of defective Material, credit shall not be passed to the Joint Account until adjustment has been received by Operator from the manufacturers or their agents.

5. Equipment and Facilities Furnished by Operator

A. Operator shall charge the Joint Account for use of equipment and facilities at rates commensurate with cost of ownership and operation. Such rates shall include cost of maintenance, repairs, other operating expense, insurance, taxes, depreciation and interest on investment not to exceed six per cent (6%) per annum, provided such rates shall not exceed those currently prevailing in the immediate area within which the Joint Property is located. Rates for automotive equipment shall generally be in line with the schedule of rates adopted by the Petroleum Motor Transport Association, or some other recognized organization, as recommended uniform charges against Joint Property operations. Rates for laboratory services shall not exceed those currently prevailing if performed by outside service laboratories. Rates for trucks, tractors and well service units may include wages and expenses of operator.

B. Whenever requested, Operator shall inform Non-Operators in advance of the rates it proposes to charge.

C. Rates shall be revised and adjusted from time to time when found to be either excessive or insufficient.

V. DISPOSAL OF MATERIAL

The Operator may purchase, but shall be under no obligation to purchase, interest of Non-Operators in surplus Condition "A" or "B" Material. The disposition of surplus Controllable Material, not purchased by Operator, shall be subject to agreement between Operator and Non-Operators, provided Operator shall dispose of normal accumulations of junk and scrap Material either by transfer or sale from the Joint Property.

1. Material Purchased by the Operator or Non-Operators

Material purchased by either the Operator or Non-Operators shall be credited by the Operator to the Joint Account for the month in which the Material is removed by the purchaser.

2. Division in Kind

Division of Material in kind, if made between Operator and Non-Operators, shall be in proportion to the respective interests in such Material. The Parties will thereupon be charged individually with the value of the Material received or receivable. Proper credits shall be made by the Operator in the monthly statement of operations.

3. Sales to Outsiders

Sales to outsiders of Material from the Joint Property shall be credited by Operator to the Joint Account at the net amount collected by Operator from vendee. Any claim by vendee related to such sale shall be charged back to the Joint Account if and when paid by Operator.

VI. BASIS OF PRICING MATERIAL TRANSFERRED FROM JOINT ACCOUNT

Material purchased by either Operator or Non-Operators or divided in kind, unless otherwise agreed to between Operator and Non-Operators shall be priced on the following basis:

1. New Price Defined

New price as used in this Section VI shall be the price specified for New Material in Section IV.

2. New Material

New Material (Condition "A"), being new Material procured for the Joint Property but never used, at one hundred per cent (100%) of current new price (plus sales tax if any).

3. Good Used Material

Good used Material (Condition "B"), being used Material in sound and serviceable condition, suitable for reuse without reconditioning:

A. At seventy-five per cent (75%) of current new price if Material was charged to Joint Account as new, or

B. At sixty-five per cent (65%) of current new price if Material was originally charged to the Joint Account as secondhand at seventy-five percent (75%) of new price.

4. Other Used Material

Used Material (Condition "C"), at fifty per cent (50%) of current new price, being used Material which:

A. Is not in sound and serviceable condition but suitable for reuse after reconditioning, or

B. Is serviceable for original function but not suitable for reconditioning.

5. Bad-Order Material

Material (Condition "D"), no longer suitable for its original purpose without excessive repair cost but usable for some other purpose at a price comparable with that of items normally used for such other purpose.

6. Junk Material

Junk Material (Condition "E"), being obsolete and scrap Material, at prevailing prices.

7. Temporarily Used Material

When the use of Material is temporary and its service to the Joint Property does not justify the reduction in price as provided for in Paragraph 3 B of this Section VI, such Material shall be priced on a basis that will leave a net charge to the Joint Account consistent with the value of the service rendered.

VII. INVENTORIES

The Operator shall maintain detailed records of Material generally considered controllable by the Industry.

1. Periodic Inventories, Notice and Representation

At reasonable intervals, inventories shall be taken by Operator of the Joint Account Material, which shall include all such Material as is ordinarily considered controllable. Written notice of intention to take inventory shall be given by Operator at least thirty (30) days before any inventory is to begin so that Non-Operators may be represented when any inventory is taken. Failure of Non-Operators to be represented at an inventory shall bind Non-Operators to accept the inventory taken by Operator, who shall in that event furnish Non-Operators with a copy thereof.

2. Reconciliation and Adjustment of Inventories

Reconciliation of inventory with charges to the Joint Account shall be made, and a list of overages and shortages shall be jointly determined by Operator and Non-Operators. Inventory adjustments shall be made by Operator with the Joint Account for overages and shortages, but Operator shall be held accountable to Non-Operator only for shortages due to lack of reasonable diligence.

3. Special Inventories

Special inventories may be taken whenever there is any sale or change of interest in the Joint Property. It shall be the duty of the party selling to notify all other Parties as quickly as possible after the transfer of interest takes place. In such cases, both the seller and the purchaser shall be governed by such inventory.

EXHIBIT " E "

Attached to and made a part of Central Drinkard Unit Operating Agreement, Lea County, New Mexico.

INSURANCE

In the development and operation of the subject properties, Operator shall carry the following insurance:

- (A) Workmen's Compensation Insurance in accordance with the Laws of the State of New Mexico, and Employer's Liability Insurance in a minimum amount of \$100,000.00.
- (B) Comprehensive General Public Liability Insurance: In minimum amounts of \$150,000.00 for injuries to each person and \$300,000.00 for each accident, and Property Damage Insurance in the minimum amounts of \$100,000.00 for each accident with the exception of the first \$5,000.00 of loss, which is self-insured by the parties hereto, and \$200,000.00 in the aggregate.
- (C) Automobile Liability Insurance in minimum amounts of \$150,000.00 for each person and \$300,000.00 for each accident, and Property Damage in the minimum amount of \$100,000.00 for each accident.

Each of Operator's aforesaid policies are written to automatically include all Non-Operators, under properties operated by Operator, as additional insured, whether or not such Non-Operators are specifically named.

The self-insured property damage loss incident to each accident shall be charged to the joint account.

No other insurance shall be carried by the Operator for the benefit of the joint account.

UNIT AGREEMENT
CENTRAL DRINKARD UNIT
LEA COUNTY, NEW MEXICO

BEFORE EXAMINER NUTTER OIL CONSERVATION COMMISSION <i>April</i> EXHIBIT NO. <u>8</u> CASE NO. <u>3740</u>
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UNIT AGREEMENT
CENTRAL DRINKARD UNIT
LEA COUNTY, NEW MEXICO

This Agreement entered into as of the 1st day of January, 1965, by the parties who have signed the original of this instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions hereof;

W I T N E S S E T H :

WHEREAS, in the interest of the public welfare and to promote conservation and increase the ultimate recovery of oil, gas and associated minerals from a portion of the Drinkard Field in Lea County, State of New Mexico, and to protect the rights of the owners of interests therein, it is deemed necessary and desirable to enter into this agreement to unitize the oil and gas rights in and to the Unitized Formation in order to conduct a secondary recovery, pressure maintenance, or other recovery program as herein provided; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, hereinafter referred to as "Commissioner", is authorized by law (Volume 2, Chapter 7, Article 11, New Mexico Statutes 1953 Annotated) to consent to or approve this agreement on behalf of the State of New Mexico insofar as it covers and includes lands and mineral interests of the State of New Mexico and by approval hereof to amend all oil and gas leases embracing State lands committed hereto so that the length of the terms of said leases will coincide with the term of this agreement; and

WHEREAS, the Oil Conservation Commission of the State of New Mexico, hereinafter referred to as "Commission" is authorized by law (Volume 9, Part 2, Chapter 65, Article 3, New Mexico Statutes 1953 Annotated) to approve this agreement and the conservation provisions hereof.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, it is agreed as follows:

ARTICLE 1
DEFINITIONS

As used in this agreement, the terms herein contained shall have the following meaning:

1.1 Unit Area means the lands shown on Exhibit A and described by tracts in Exhibit B as to which this agreement becomes effective or to which it may be extended as herein provided.

1.2 Unitized Formation means that subsurface portion of the unit area to which this agreement becomes effective, commonly known and described as follows:

That portion of the Tubb formation which was encountered in the drilling of Gulf Oil Corporation's J. N. Carson (NCT-A) Well No. 7 between the depths of 6,440 feet and 6,590 feet which said well is situated 810 feet from the North line and 2,180 feet from the East line of Section 33, Township 21 South, Range 37 East, N.M.P.M., Lea County, New Mexico.

1.3 Unitized Substances means all oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate, and all associated and constituent liquid or liquefiable hydrocarbons within or produced from the unitized formation.

1.4 Working Interest means an interest in unitized substances by virtue of a lease, operating agreement, fee title or otherwise, including a carried interest, which interest is chargeable with and obligated to pay or bear, either in cash or out of production or otherwise, all or a portion of the cost of drilling, developing, producing, and operating the unitized formation. Any interest in unitized substances which is a working interest as of the date the owner thereof executes or ratifies this agreement shall thereafter be treated as a working interest for all purposes of this agreement. The oil and gas rights that are free of lease or other instrument conveying the working interest to another shall be regarded as a working interest to the extent of seven-eighths (7/8) interest in unitized substances, and as a royalty interest with respect to the remaining one-eighth (1/8) interest therein.

1.5 Working Interest Owner means a party hereto who owns a working interest.

1.6 Royalty Interest means a right to or interest in any portion of the unitized substances or proceeds thereof other than a working interest.

1.7 Royalty Owner means a party hereto who owns a royalty interest.

1.8 Tract means a parcel of land described as such and given a tract number in Exhibit B.

1.9 Unit Operating Agreement means that agreement which is entered into by working interest owners of the same effective date as the effective date of this agreement. If there is any conflict between the Unit Operating Agreement and the Unit Agreement the provisions of the Unit Agreement shall control.

1.10 Unit Operator means the working interest owner designated hereunder to develop and operate the unitized formation, acting as operator and not as a working interest owner.

1.11 Tract Participation means the percentage shown on Exhibit B for allocating unitized substances to a tract under this agreement.

1.12 Unit Participation of each working interest owner means the sum of the percentages obtained by multiplying the working interest of such working interest owner in each tract by the tract participation of such tract.

1.13 Oil and Gas Rights means the right to explore, develop, and operate lands within the unit area for the production of unitized substances, or to share in the production so obtained or the proceeds thereof.

1.14 Unit Operations means all operations conducted by working interest owners or unit operator pursuant to this agreement and the Unit Operating Agreement for or on account of the development and operations of the unitized formation for the production of unitized substances.

1.15 Unit Equipment means all personal property, lease and well equipment, plants, and other facilities and equipment taken over or otherwise acquired for the joint account for use in unit operations.

1.16 Unit Expense means all cost, expense, or indebtedness incurred by working interest owners or unit operator pursuant to this agreement and the Unit Operating Agreement for or on account of unit operations.

1.17 Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural include the singular, and the neuter gender include the masculine and the feminine.

ARTICLE 2

EXHIBITS

2.1 Exhibits. Attached hereto are the following exhibits which are incorporated herein by reference:

2.1.1 Exhibit A which is a map that shows the boundary lines of the unit area and the tracts therein.

2.1.2 Exhibit B, which is a schedule that describes each tract in the unit area and shows its tract participations.

2.2 Reference to Exhibits. When reference herein is made to an exhibit, the reference is to the exhibit as originally attached or, if revised, to the latest revision.

2.3 Exhibits Considered Correct. An exhibit shall be considered to be correct until revised as herein provided.

2.4 Correcting Errors. The shapes and descriptions of the respective tracts have been established by using the best information available. If it subsequently appears that any tract, because of diverse royalty or working interest ownership on the effective date hereof, should be divided into more than one tract, or that any mechanical miscalculation has been made, unit operator, with the approval of working interest owners and the Commissioner, may correct the mistake by revising the exhibits to conform to the facts. The revision shall not include any re-evaluation of engineering or geological interpretations used in determining tract participation. Each such revision of an exhibit shall be effective at 7:00 a.m. on the first day of the calendar month next following the filing for record of the revised exhibit or on such other date as may be determined by working interest owners and set forth in the revised exhibit.

2.5 Filing Revised Exhibits. If an exhibit is revised pursuant to this agreement, unit operator shall certify and file two copies of the revised exhibit with the Commissioner, and one copy with the Commission and a copy for record with the County Clerk of the county wherein the lands are located.

ARTICLE 3

CREATION AND EFFECT OF UNIT

3.1 Oil and Gas Rights Unitized. Subject to the provisions of this agreement, all oil and gas rights of royalty owners in and to the lands described in Exhibit B, and all oil and gas rights of working interest owners in and to said lands, are hereby unitized insofar as the respective oil and gas rights pertain to the unitized formation, so that operations may be conducted as if the unitized formation had been included

in a single lease executed by all royalty owners, as lessors, in favor of all working interest owners, as lessees, and as if the lease had been subject to all of the provisions of this agreement.

3.2 Personal Property Excepted. All lease and well equipment, materials, and other facilities heretofore or hereafter placed by any of the working interest owners on the lands covered hereby shall be deemed to be and shall remain personal property belonging to and may be removed by the working interest owners. The rights and interests therein as among working interest owners are covered by the Unit Operating Agreement.

3.3 Amendment of Leases and Other Agreements. The provisions of the various leases, agreements, division and transfer orders, or other instruments covering the respective tracts or the production therefrom are amended to the extent necessary to make them conform to the provisions of this agreement, but otherwise shall remain in effect.

3.4 Continuation of Leases and Term Royalties. Unit Operations conducted on any part of the unit area shall be considered with respect to leases and terms royalties as follows:

3.4.1 Operations, including drilling operations, conducted with respect to the unitized formation on any part of the unit area, or production from any part of the unitized formation, except for the purpose of determining payments to royalty owners, shall be considered as operations upon or production from each tract, and such operations or production shall continue in effect each lease or term royalty interest as to all lands covered thereby just as if such operations had been conducted and a well had been drilled on and was producing from each tract.

3.4.2 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.

3.4.3 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 that portion not committed, and the terms of such lease shall apply separately as to such segregated portions commencing

as of the effective date hereof. 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 land committed hereto shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease (whether within or without the Unit Area), (i) if, and for so long as oil or gas is capable of being produced in paying quantities from some part of the lands embraced in such lease committed to this agreement; or (ii) if, and for so long as some part of the lands embraced in such State lease are allocated Unitized Substances; or (iii) 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 therein and for 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 the lands embraced therein, as provided in (i) and (ii) above.

3.5 Titles Unaffected by Unitization. Nothing herein shall be construed to result in the transfer of title to the oil and gas rights or personal property on the respective leasehold interests by any party hereto to any other party or to unit operator. The intention is to provide for the cooperative development and operation of the tracts and for the allocation of unitized substances as herein provided.

3.6 Injection Rights. Working interest owners shall have the rights to inject into the unitized formation any substances in whatever amounts working interest owners deem expedient for unit operations, including the right to drill and maintain injection wells on the unit area and to use for such purposes producing or abandoned oil or gas wells or wells that have never been produced.

ARTICLE 4

PLAN OF OPERATIONS

4.1 Unit Operator. Gulf Oil Corporation is hereby designated as the unit operator and by signing this instrument as unit operator agrees and consents to accept the duties and obligations of unit operator for the

operation and development of the unitized formation for the production of unitized substances as herein provided. Whenever reference is made herein to unit operator such reference means the unit operator acting in that capacity and not as an owner of an interest in unitized substances, and the term working interest owner when used herein shall include or refer to the unit operator as the owner of a working interest when such an interest is owned by the unit operator.

4.2 Successor Unit Operator. Upon the resignation or removal of a unit operator, a successor unit operator shall be selected by working interest owners. If the unit operator that is removed fails to vote or votes only to succeed itself, the successor unit operator may be selected by the affirmative vote of at least seventy-five percent (75%) of the voting interest remaining after excluding the voting interest of the unit operator that was removed. A unit operator so selected shall accept in writing the duties and responsibilities of unit operator and the selection and acceptance shall be subject to the approval by the Commissioner. If no unit operator is selected and qualified as herein provided the Commissioner at his election shall declare this Unit Agreement terminated.

4.3 Operating Methods. To the end that the quantity of unitized substances ultimately recoverable may be increased and waste prevented, working interest owners shall, with diligence and in accordance with good engineering and production practices, engage in methods of operation of the unit area which from time to time will in their judgment be conducive to that end within practicable economic limits, including water flooding operations and such other pressure maintenance, repressuring and secondary recovery operations as may be deemed by them to be necessary or proper to achieve that end.

4.4 Change of Operating Methods. Nothing herein shall prevent working interest owners from discontinuing or changing in whole or in part any method of operations which, in their opinion, is no longer in accord with good engineering or production practices. Other methods of operation may be conducted or changes may be made by working interest owners from time to time if determined by them to be feasible, necessary, or desirable to increase the ultimate recovery of unitized substances.

ARTICLE 5

TRACT PARTICIPATION

5.1 Tract Participation. The tract participation of each tract is shown in Exhibit B. Upon the effective date hereof, the tract participation for each tract shall be the primary phase participation until there has been produced subsequent to January 1, 1964 from the unitized formation underlying the unit area as initially shown on Exhibit A a total volume of oil of six hundred forty seven thousand three hundred and sixty four (647,364) barrels and until 7:00 a.m. on the first day of the calendar month next following the month in which such total oil production is reached. If less than all tracts are qualified on the effective date hereof the 647,364 barrels of remaining primary shall be reduced proportionately. Thereafter the tract participation of each tract shall be the secondary phase participation for such tract shown in Exhibit B. The primary and secondary phase participations shown in Exhibit B were determined in accordance with the following formulas:

5.1.1 Primary Participation formula:

$$\frac{\text{Total Tract Remaining Primary Reserves Subsequent to January 1, 1964}}{\text{Total Unit Area Remaining Primary Reserves Subsequent to January 1, 1964}} \quad \times 50$$

Plus

$$\frac{\text{Total Tract Producing Revenue for the six (6) months prior to January, 1964}}{\text{Total Unit Area Producing Revenue for the six (6) months prior to January, 1964}} \quad \times 50$$

= tract primary phase participation percentage

5.1.2 Secondary Participation formula:

$$\frac{\text{Total Tract Ultimate Primary Reserves}}{\text{Total Unit Area Ultimate Primary Reserves}} \quad \times 100$$

= tract secondary phase participation percentage

5.2 Relative Tract Participations. If the unit area is enlarged or reduced, the revised tract participations of the tracts remaining in the unit area and which were within the unit area prior to the enlargement or reduction shall remain in the same ratio one to another.

ARTICLE 6

ALLOCATION OF UNITIZED SUBSTANCES

6.1 Allocation to Tracts. All unitized substances produced and saved shall be allocated to the several tracts in accordance with the respective tract participations effective during the period that the

unitized substances were produced. The amount of unitized substances allocated to each tract, regardless of whether it is more or less than the actual production of unitized substances from the well or wells, if any, on such tract, shall be deemed for all purposes to have been produced from such tract.

6.2 Distribution Within Tracts. The unitized substances allocated to each tract shall be distributed among, or accounted for to, the parties entitled to share in the production from such tract in the same manner, in the same proportions, and upon the same conditions as they would have participated and shared in the production from such tract, or in the proceeds thereof, had this agreement not been entered into, and with the same legal effect. If any oil and gas rights in a tract are now or hereafter become divided and owned in severalty as to different parts of the tract, the owners of the divided interest, in the absence of an agreement providing for a different division, shall share in the unitized substances allocated to the tract, or in the proceeds thereof, in proportion to the surface acreage of their respective parts of the tract.

6.3 Taking Unitized Substances in Kind. The unitized substances allocated to each tract shall be delivered in kind to the respective parties entitled thereto by virtue of the ownership of oil and gas rights therein or by purchase from such owners. Such parties shall have the right to construct, maintain, and operate within the unit area all necessary facilities for that purpose, provided that they are so constructed, maintained, and operated as not to interfere with the unit operations. Any extra expenditures incurred by unit operator by reason of the delivery in kind of any portion of the unitized substances shall be borne by the receiving party. If a royalty owner has the right to take in kind a share of unitized substances and fails to do so, the working interest owner whose working interest is subject to such royalty interest shall be entitled to take in kind such share of the unitized substances.

6.4 Failure to Take in Kind. If any party fails to take in kind or separately dispose of its share of unitized substances, unit operator shall have the right for the time being and subject to revocation at will by the party owning the share, to purchase for its own account or sell to others such share at not less than the average market price for all

sales from the unitized formation; provided that, all contracts of sale by unit operator of any other party's share of unitized substances shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the circumstances, but in no event shall any such contract be for a period in excess of one year. The proceeds of the unitized substances so disposed of by unit operator shall be paid to a payee who shall distribute such proceeds to the parties entitled thereto, such payee being the working interest owners of each affected tract or a party designated by such working interest owners under an agreement between such party and such working interest owners. If, under the provisions of this paragraph, unit operator contracts to sell in interstate commerce any gas not taken in kind or separately disposed of by the owning party, unit operator shall give such owning party ninety (90) days' notice of such sale.

6.5 Responsibility for Royalty Settlements. Any party receiving in kind or separately disposing of all or part of the unitized substances allocated to any tract or receiving the proceeds therefrom shall be responsible for the payment thereof to the persons entitled thereto, and shall indemnify all parties hereto, including unit operator, against any liability for all royalties, overriding royalties, production payments, and all other payments chargeable against or payable out of such unitized substances or the proceeds therefrom.

ARTICLE 7

PRODUCTION AS OF THE EFFECTIVE DATE

7.1 Oil in Lease Tanks. Unit Operator shall gauge all lease and other tanks within the unit area to ascertain the amount of merchantable oil produced from the unitized formation in such tanks, above the pipe line connections, as of 7:00 a.m. on the effective date hereof. The oil that is a part of the prior allowable of the wells from which it was produced shall remain the property of the parties entitled thereto the same as if the unit had not been formed. Any such oil not promptly removed may be sold by the unit operator for the account of the parties entitled thereto, subject to the payment of all royalties, overriding royalties, production payments, and all other payments under the provisions of the applicable lease or other contracts. The oil that is in excess of the prior allowable

of the wells from which it was produced shall be regarded as unitized substances produced after effective date hereof.

7.2 Overproduction. If, as of the effective date hereof, any tract is overproduced with respect to the allowable of the wells on that tract and the amount of overproduction has been sold or otherwise disposed of, such overproduction shall be regarded as a part of the unitized substances produced after the effective date hereof and shall be charged to such tract as having been delivered to the parties entitled to unitized substances allocated to such tract.

ARTICLE 8

USE OR LOSS OF UNITIZED SUBSTANCES

8.1 Use of Unitized Substances. Working Interest Owners may use as much of the unitized substances as they deem necessary for unit operations, including but not limited to the injection thereof into the unitized formation.

8.2 Royalty Payments. No royalty, overriding royalty, production, or other payments shall be payable upon, or with respect to, unitized substances used or consumed in unit operations, or which otherwise may be lost or consumed in the production, handling, treating, transportation, or storing of unitized substances.

ARTICLE 9

TRACTS TO BE INCLUDED IN UNIT

9.1 Qualification of Tracts. On and after the effective date hereof and until the enlargement or reduction thereof, the **unit area** shall be composed of the tracts listed in Exhibit B that corner or have a common boundary (tracts separated only by a public highway or a railroad right of way shall be considered to have a common boundary), and that otherwise qualify as follows:

9.1.1 Each tract as to which working interest owners owning one hundred percent (100%) of the working interest have become parties to this agreement and as to which royalty owners owning seventy-five percent (75%) or more of the royalty interest have become parties to this agreement.

9.1.2 Each tract as to which working interest owners owning one hundred percent (100%) of the working interest have become parties to this agreement, and as to which royalty owners owning less than seventy-five percent (75%) of the royalty interest have become parties to this agreement, and as to which (a) all working interest owners in such tract have joined in a request for the inclusion of such tract in the unit area, and as to which (b) seventy-five percent (75%) of the combined voting interests of working interest owners in all tracts that meet the requirements of Section 9.1.1 have voted in favor of the inclusion of such tract. For the purpose of this Section 9.1.2, the voting interest of a working interest owner shall be equal to the ratio that its unit participation in the secondary phase of operations attributable to tracts that qualify under Section 9.1.1 bears to the total unit participation in the secondary phase of operations of all working interest owners attributable to all tracts that qualify under Section 9.1.1.

9.1.3 Each tract as to which working interest owners owning less than one hundred percent (100%) of the working interest have become parties to this agreement, regardless of the percentage of royalty interest therein that is committed hereto; and as to which (a) the working interest owner who operates the tract and all of the other working interest owners in such tract who have become parties to this agreement have joined in a request for inclusion of such tract in the unit area, and have executed and delivered an indemnity agreement indemnifying and agreeing to hold harmless the other working interest owners in the unit area, their successors and assigns, against all claims and demands that may be made by the owners of working interests in such tract who are not parties to this agreement, and which arise out of the inclusion of the tract in the unit area; and as

to which (b) seventy-five percent (75%) of the combined voting interest of working interest owners in all tracts that meet the requirements of Section 9.1.1 and 9.1.2 have voted in favor of the inclusion of such tract and to accept the indemnity agreement. For the purpose of this Section 9.1.3, the voting interest of each working interest owner shall be equal to the ratio that its unit participation in the secondary phase of operations attributable to tracts that qualify under Section 9.1.1 and 9.1.2 bears to the total unit participation in the secondary phase of operations of all working interest owners attributable to all tracts that qualify under Section 9.1.1 and 9.1.2. Upon the inclusion of such a tract in the unit area, the unit participation in either the primary or the secondary phase of operations that would have been attributed to the non-subscribing owners of the working interest in such tract, had they become parties to this agreement and the Unit Operating Agreement, shall be attributed to the working interest owners in such tract who have become parties to such agreements, in proportion to their respective working interests in the tract.

9.2 Subsequent Commitment of Interest to Unit. After the effective date hereof, the commitment of any interest in any tract within the unit area shall be upon such terms as may be negotiated by working interest owners and the owner of such interest and upon approval by the Commissioner.

9.3 Revision of Exhibits. If any of the tracts in Exhibit B fail to qualify for inclusion in the unit area on the effective date hereof unit operator shall recompute, using the original basis of computation, the tract participation of each of the qualifying tracts and shall revise Exhibits A and B accordingly. The revised exhibits shall be effective as of the effective date hereof upon approval by the Commissioner.

ARTICLE 10

TITLES

10.1 Removal of Tract from Unit Area. If a tract ceases to have sufficient working interest owners or royalty owners committed to this agreement to meet the conditions of Article 9 because of failure of title of any party hereto, such tract shall be removed from the unit area effective as of the first day of the calendar month in which the failure of title is finally determined; however, the tract shall not be removed from the unit area, if, within ninety (90) days of the date of final determination of the failure of title, the tract requalifies under a section of Article 9.

10.2 Revision of Exhibits. If a tract is removed from the unit area because of the failure of title, unit operator, subject to Section 5.2, shall recompute the tract participation of each of the tracts remaining in the unit area and shall revise Exhibits A and B accordingly. The revised exhibits shall be effective as of the first day of the calendar month in which such failure of title is finally determined.

10.3 Working Interest Titles. If title to a working interest fails, the rights and obligations of working interest owners by reason of the failure of title shall be governed by the Unit Operating Agreement.

10.4 Royalty Owner Titles. If title to a royalty interest fails, but the tract to which it relates is not removed from the unit area, the party whose title failed shall not be entitled to share hereunder with respect to such interest.

10.5 Production Where Title is in Dispute. If the title or right of any party claiming the right to receive in kind all or any portion of the unitized substances allocated to a tract is in dispute, unit operator at the discretion of working interest owners shall either:

10.5.1 require that the party to whom such unitized substances are delivered or to whom the proceeds thereof are paid, furnish security for the proper accounting therefor to the rightful owner if the title or right of such party fails in whole or in part, or

10.5.2 withhold and market the portion of unitized substances with respect to which title or right is in

dispute, and impound the proceeds thereof until such time as the title or right thereto is established by a final judgment of a court of competent jurisdiction or otherwise to the satisfaction of working interest owners, whereupon the proceeds so impounded shall be paid to the party rightfully entitled thereto.

Notwithstanding any provisions contained herein to the contrary, no payments of funds due the State of New Mexico shall be withheld, but such funds shall be deposited as directed by the 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.

ARTICLE 11

EASEMENTS OR USE OF SURFACE

11.1 Grant of Easements. The parties hereto, to the extent of their rights and interest, hereby grant to working interest owners the right to use as much of the surface of the land within the unit area as may reasonably be necessary for unit operations, including the free use of water from the unit area for unit operations.

11.2 Surface Damages. Working interest owners shall pay the owner for damages to growing crops, timber, fences, improvements, and structures on the unit area that result from unit operations.

ARTICLE 12

ENLARGEMENTS OF UNIT AREA

12.1 Enlargements of Unit Area. The unit area may be enlarged to include acreage reasonably proved to be productive, upon such terms as may be determined by working interest owners and upon approval by the Commissioner, including but not limited to, the following:

12.1.1 The acreage shall qualify under a Section of Article 9.

12.1.2 The participation to allocated to the acreage shall be reasonable, fair, and based on all available information.

12.1.3 There shall be no retroactive allocation or adjustment of unit expense or of interests in the unitized substances produced, or proceeds thereof; however, this

limitation shall not prevent an adjustment of investment by reason of the enlargement.

12.1.4 The execution or ratification of this agreement by a person owning a royalty interest in any tract being brought into the unit area by an enlargement, shall have the effect of committing to the unit its royalty interest in each tract being added to the unit, as well as in each tract previously included in the unit area.

12.2 Determination of Tract Participation. Unit operator, subject to Section 5.2, shall determine the tract participation of each tract within the unit area as enlarged, and shall revise Exhibits A and B accordingly.

12.3 Effective Date. The effective date of any enlargement of the unit area shall be 7:00 a.m. on the first day of the calendar month following approval by the Commissioner and compliance with conditions for enlargement as specified by working interest owners, and approval by the Commission, if required, and the filing for record of revised Exhibits A and B with the County Clerk of the county wherein the land is located.

ARTICLE 13

CHANGE OF TITLE

13.1 Covenant Running With the Land. This agreement shall extend to, be binding upon, and inure to the benefit of, the respective heirs, devisees, legal representatives, successors and assigns of the parties hereto, and shall constitute a covenant running with the lands, leases, and interests covered hereby.

13.2 Notice of Transfer. Any conveyance of all or any part of any interest owned by any party hereto with respect to any tract shall be made expressly subject to this agreement. No change of title shall be binding on the unit operator, or upon any party hereto other than the party so transferring, until the first day of the calendar month next succeeding the date of receipt by unit operator of a photocopy or a certified copy of the recorded instrument evidencing such change of ownership.

13.3 Waiver of Rights to Partition. Each party hereto covenants that, during the existence of this agreement, it will not resort to any

action to partition the unitized formation or the unit equipment, and to that extent waives the benefits of all laws authorizing such partition.

ARTICLE 14

RELATIONSHIP OF PARTIES

14.1 No Partnership. The duties, obligations, and liabilities of the parties hereto are intended to be several and not joint or collective. This agreement is not intended to create, and shall not be construed to create, an association or trust, or to impose a partnership duty, obligation, or liability with regard to any one or more of the parties hereto. Each party hereto shall be individually responsible for its own obligations as herein provided.

14.2 Marketing of Unitized Substances. This agreement is not intended to provide, and shall not be construed to provide, directly or indirectly, for any cooperative refining, joint sale, or marketing of unitized substances.

14.3 Royalty Owners Free of Costs. This agreement is not intended to impose, and shall not be construed to impose, upon any royalty owner any obligation to pay for unit expense unless such royalty owner is otherwise so obligated.

14.4 Information to Royalty Owners. Each royalty owner upon written request therefor shall be entitled to all information in possession of unit operator to which such royalty owner is entitled by an existing agreement with any working interest owner.

ARTICLE 15

LAWS AND REGULATIONS

15.1 Laws and Regulations. This agreement is subject to all applicable laws, rules and regulations and orders of any governmental agency having jurisdiction. In the event this agreement or any of its provisions or any of the operations contemplated hereby are found to be inconsistent with or contrary to any such law, rule, regulation or order the latter shall be deemed to control and this agreement shall be regarded as modified accordingly, and as so modified shall continue in full force and effect.

ARTICLE 16

FORCE MAJEURE

16.1 Force Majeure. All obligations imposed by this agreement on each party, except for the payment of money, shall be suspended while compliance is prevented, in whole or in part, by a strike, fire, war, civil disturbance, act of God; by federal, state, or municipal laws; by any rule, regulation, or order of a governmental agency; by inability to secure materials; or by any other cause or causes beyond reasonable control of the party whether similar or dissimilar to those enumerated. No party shall be required against its will to adjust or settle any labor dispute. Neither this agreement nor any lease or other instrument subject hereto shall be terminated by reason of suspension of unit operations due to any one or more of the causes set forth in this Article.

ARTICLE 17

EFFECTIVE DATE

17.1 Effective Date. This agreement shall become binding upon each party as of the date such party signs the instrument by which it becomes a party hereto, and, unless sooner terminated as provided in Section 17.2, shall become effective as to qualified tracts at the time and date as determined by the working interest owners in all the qualified tracts, and set forth in a certificate filed for record by unit operator with the County Clerk of the county wherein the lands are located and with the Commissioner. The certificate shall not be filed until after the following requirements have been met:

17.1.1 Tracts comprising either seventy-five percent (75%) or more of the unit area, or seventy-five percent (75%) or more of the unit participation in the secondary phase of operations, as shown on the original Exhibit B have qualified under the provisions of Article 9.

17.1.2 At least one counterpart of this agreement has been filed for record by unit operator with the County Clerk of the county wherein the lands are located.

17.1.3 This agreement has been approved by the Commission.

17.1.4 This agreement has been approved by the Commissioner.

17.2 Ipso Facto Termination. If the requirements of Section 17.1 are not accomplished on or before January 1, 1966, this agreement shall ipso facto terminate on that date (hereinafter called "termination date") and thereafter be of no further effect, unless prior thereto working interest owners owning a combined unit participation in the secondary phase of operations of at least sixty-five percent (65%) have become parties to this agreement and have decided to extend the termination date for a period not to exceed six (6) months. If the termination date is so extended and the requirements of Section 17.1 are not accomplished on or before the extended termination date, this agreement shall ipso facto terminate on the extended termination date and thereafter be of no further effect. For the purpose of this section, unit participation in the secondary phase of operations shall be as shown on the original Exhibit C attached to the Unit Operating Agreement.

ARTICLE 18

TERM

18.1 Term. The term of this agreement shall be for the time that unitized substances are produced in paying quantities and as long thereafter as unit operations are conducted without a cessation of more than one hundred eighty (180) consecutive days, unless sooner terminated by working interest owners in the manner herein provided.

18.2 Termination by Working Interest Owners. This agreement may be terminated by working interest owners having a combined unit participation in the secondary phase of operation of at least seventy-five percent (75%) whenever such working interest owners determine that unit operations are no longer profitable or feasible, with the approval of the Commissioner; provided, however, unit operator shall give written notice of such termination within fifteen (15) days after approval by the Commissioner, to all parties having committed interests to the Unit Agreement and shall file a notice of such termination in the office of the County Clerk of the county in which the unit area is situated and with the Commission.

18.3 Effect of Termination. Upon termination of this agreement, the further development and operation of the unitized formation as a unit shall be abandoned, unit operations shall cease, and thereafter the parties shall be governed by the provisions of the leases and other instruments affecting the separate tracts.

18.4 Salvaging Equipment Upon Termination. If not otherwise granted by the leases or other instruments affecting each tract unitized under this agreement, royalty owners hereby grant working interest owners a period of six (6) months after the date of termination of this agreement within which to salvage and remove unit equipment.

ARTICLE 19

EXECUTION

19.1 Original, Counterpart, or Other Instrument. A person may become a party to this agreement by signing the original of this instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions hereof. The signing of any such instrument shall have the same effect as if all the parties had signed the same instrument.

19.2 Joinder in Dual Capacity. Execution as herein provided by any party as either a working interest owner or a royalty owner shall commit all interests that may be owned or controlled by such party.

19.3 Commitment of State Lands by Lessee of Record. No lease or portion thereof embracing lands of the State of New Mexico shall be committed hereto unless the original of this instrument, a counterpart thereof or other instrument agreeing to be bound by the provisions hereof has been signed by the lessee of record who, for the purposes of this provision, shall be the original lessee or the assignee whose assignment was last approved by the Commissioner as shown by the records in the State Land Office.

ARTICLE 20

GENERAL

20.1 Amendments Affecting Working Interest Owners. Amendments hereto relating wholly to working interest owners may be made if signed by all working interest owners.

20.2 Action by Working Interest Owners. Any action or approval required by working interest owners hereunder shall be in accordance with the provisions of the Unit Operating Agreement.

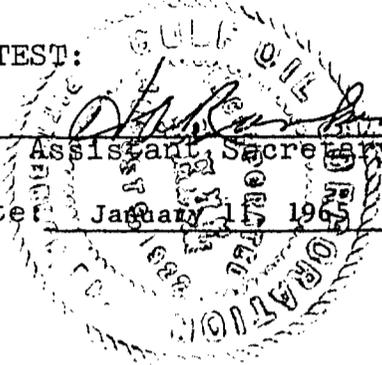
20.3 Lien of Unit Operator. Unit Operator shall have a lien upon the interests of working interest owners in the unit area to the

extent provided in the Unit Operating Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date opposite their respective signatures.

GULF OIL CORPORATION

ATTEST:

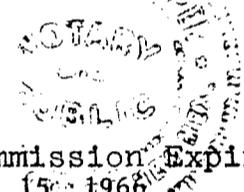
 Assistant Secretary
Date: January 11, 1965

By W B Hopkins
Attorney-in-Fact

Address: P. O. Box 1938
Roswell, New Mexico

THE STATE OF NEW MEXICO |
COUNTY OF CHAVES |

The foregoing instrument was acknowledged before me this 11th day of January, 1965, 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

Eva Marie Cooper
Notary Public

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

_____ By _____

Date: _____ Address: _____

Date: _____ Address: _____

THE STATE OF _____ §
COUNTY OF _____ §

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

My Commission Expires: _____
Notary Public

THE STATE OF _____ §
COUNTY OF _____ §

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

My Commission Expires: _____
Notary Public

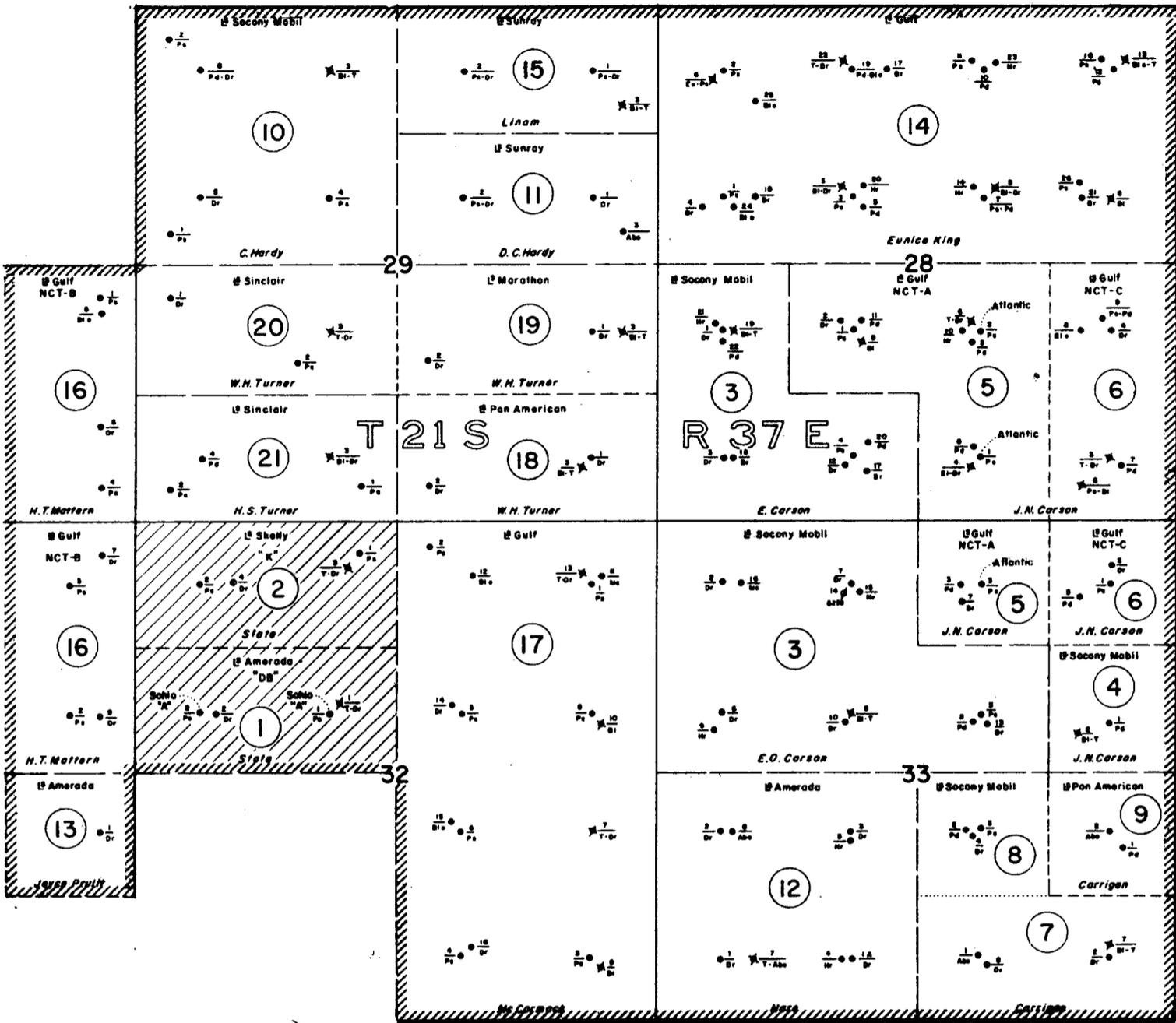


EXHIBIT A
 CENTRAL DRINKARD UNIT
 Lea County, New Mexico

- LEGEND -
- ////// Unit Boundary
 - ② Tract Number
 -  State Lease
 -  Fee Lease

TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	SERIAL NO. AND LEASE DATE	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENTAGE	PER CENT PARTICIPATION OF TRACT IN UNIT	
							PRIMARY PHASE	SECONDARY PHASE
4								
			Grace Carson Gladwin					
			H.L. Huffman					
			Dr. Edwin G. Manovill					
			Velma Roring					
			Sabine Royalty Corp.					
			Samedan Oil Corp.					
			Smith Spradling					
			M.E. Tate and Inez Tate					
			Jane Johnson Wilson					
			Total					
5	NE/4 SW/4, W/2 SE/4 Sec. 28; NW/4 NE/4 Sec. 33-21S-37E (160.00 Acres)	Fee Lease 10- 9-35						
			Vicki Sara Anderson	F. J. Danglade				
			Jones					
			Warren D. Anderson					
			John Pearl Carson					
			Mrs. Verna Chambers					
			David Donoghue, Agent					
			Ilanzae Forbes					
			Grace Carson Gladwin					
			H. L. Huffman					
			Edwin G. Manovill					
			John J. Reynolds					
			Velma Roring					
			Sabine Royalty Corp.					
			Samedan Oil Corp.					
			Smith Spradling					
			M.E. Tate & Inez Tate					
			Jane Johnson Wilson					
			Total					
						Gulf Oil Corporation		
						100.0000%	2.0968	6.7088

TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	SERIAL NO. AND LEASE DATE	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENTAGE	PER CENT PARTICIPATION OF TRACT IN UNIT	
							PRIMARY PHASE	SECONDARY PHASE
6	E/2 SE/4 Sec.28; NE/4 NE/4 Sec.33-21S-37E (120.00 Acres)	Fee Lease 10- 9-35	Vlckl Sara Anderson Jones 0.0234% Warren D.Anderson 0.0234% John Pearl Carson 1.2500% Mrs.Verna Chambers 0.0297% David Donoghue,Agent 1.7500% Ilamae Forbes 0.0594% Grace Carson Gladwin 0.6250% H.L.Huffman 0.0094% Edwin G.Manovill 0.0297% John J.Reynolds 9.1875% Velma Roring 0.0594% Sabine Royalty Corp. 3.1250% Samedan Oil Corp. 0.8906% Smith Spradling 0.0594% M.E.Tate & Inez Tate 0.0593% Jane Johnson Wilson 0.0063% Total 17.1875%	F.J.Danglade	None	Gulf Oil Corporation 100.0000%	2.7824	3.8217
7	S/2 SE/4 Sec.33-21S-37E (80.00 Acres)	Fee Lease 9-26-34	Amerada Petroleum Corp. 1.56250% Constance E. Byers 0.19531% George H.Coates 2.08333% Wright E.Cowden 1.56250% Ida Beth Olyef 1.56250% Fluor Corporation 1.95313% Mattie H.James 0.19531% Fay R.Power 0.78125% Sabine Royalty Corp. 1.04167% C.M.Selby 1.56250% Total 12.50000%	F.J.Danglade	None	Socony Mobil Oil Co. Inc. 100.0000%	2.6668	2.2435

TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	SERIAL NO. AND LEASE DATE	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY	WORKING AND PERCENTAGE INTEREST	PER CENT PARTICIPATION OF TRACT IN UNIT	
							PRIMARY PHASE	SECONDARY PHASE
8	NW/4 SE/4 Sec. 33-21S-37E (40.00 Acres)	Fee Lease 9-26-34	Amerada Petroleum Corp. 1.56250% Constance E. Byers 0.19531% George H. Coates 2.08333% Wright E. Cowden 1.56250% Ida Beth Olliver 1.56250% Fluor Corporation Ltd. The 2.73438% Mattie H. James 0.19531% Sabine Royalty Corp. 1.04167% C.M. Selby 1.56250% Total 12.50000%	F. J. Danglade	None	Socoyny Mobil Oil Co. Inc. 100.0000%	0.0000	0.7366
9	NE/4 SE/4 Sec. 33-21S-37E (40.00 Acres)	Fee Lease 1-7-40	Amerada Petroleum Corp. 3.12500% Constance E. Byers 0.39062% George H. Coates 4.16667% Wright E. Cowden 3.12500% Fluor Corporation, Ltd., The 0.78125% Hugh Corrigan III 2.34374% J. Patrick Corrigan 2.34375% Mattie H. James 0.39063% Ida Beth Olliver 3.12500% Sabine Royalty Corp. 1.04167% C.M. Selby 1.56250% Total 22.39583%	Neville G. Penrose Inc.	Wm. Fleming 2.60417%	Pan American Petroleum Corp. 100.0000%	0.0000	0.6814
10	NW/4 Sec. 29-21S-37E (160.00 Acres)	Fee Lease 8-22-34	Frank Bateman 0.09766% Constance E. Byers 0.08789% Effie Carter 0.48828% Powhatan Carter, Jr. 0.24414% Anderson Carter 0.24414% F.E. Chartler 0.01953% Virginia Hardy 0.89843% Cockran	Wesley McCallister et ux	None	General Crude Oil Co. 12.5000% General American Oil Co. of Texas 24.7184% Socoyny Mobil Oil Co. Inc. 62.5000% Mrs. Exor Megan, Gdn. of Est. of Mrs. Maude Eagle Pfouts 0.0090% Royalty Roundup, Inc. 0.0124% Jack Stleren 0.2602% TOTAL 100.0000%	1.1768 2.3271 5.8841 0.0009 0.0012 0.0245	0.8841 1.7483 4.4205 0.0006 0.0009 0.0184

TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	LEASE DATE	SERIAL NO. AND LEASE DATE	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENTAGE	PER CENT PARTICIPATION OF TRACT IN UNIT	
								PRIMARY PHASE	SECONDARY PHASE

10	(Cont'd)								
				First National Bank of Nevada, Exr. Est. Alille M. Lee, Dec'd.					
				General Crude Oil Co.					
				Helen Koenig Graves					
				Lanier Hardy					
				Felix Hardy					
				Delma Hardy					
				Neval Hardy					
				Harvey A. Heller and Harvey A. Heller, Jr.					
				Dena Ida Koenig					
				Palmer E. Koenig					
				C.S. Longscope					
				Frank O. Long					
				Mrs. Exor Megan Tdn. of Est. of Mrs. Maude Eagle Piontg					
				Neville G. Penrose					
				Trustee Hudson Penn					
				Elizabeth Hudson Penn					
				Nancy Elizabeth Pennson					
				Robert Lee Penn					
				Royalty Roundup Inc.					
				J.E. Simmons					
				June D. Spelght					
				Jack Stleren					
				Nora Walker					
				Florence Louige Woods					
				Total					

11	S/2 NE/4 Sec. 29-21S-37E (80.00 Acres)	Fee Lease 4-12-26		Roy G. Barton	Llano Oil Company		First National Bank of Roswell, Emmett D. White and Ralph A. Shugart, Trustee under Will of Harry Leonard Dec'd. Harry Leonard Mabel F. Leonard	Sunray DX Oil Company	100.0000%	4.6812	3.9398
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TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	LEASE DATE	SERIAL NO. AND	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENTAGE	PER CENT PARTICIPATION OF TRACT IN UNIT	
								PRIMARY PHASE	SECONDARY PHASE
11 (Cont'd)									
			Anderson Carter	0.09766%					
			First National Bank of Nevada Trustee under Will of Alille M. Lee, Dec'd.	0.78125%					
			New Mexico Bank & Trust Co. Trustee under Will of James Virgil Linnam, Dec'd.	0.97656%					
			First National Bank of Fort Worth, Trustee for benefit of Raymond See Makin, Jr.	0.06511%					
			First National Bank of Fort Worth, Trustee for benefit of Roger Frederic Makin	0.06510%					
			First National Bank of Roswell, Emmett D. White and Ralph A. Shugart, Trustee under Will of Harry Leonard, Dec'd.	0.19531%					
			General Crude Oil Co.	1.56250%					
			Harvey A. Heller and Harvey A. Heller, Jr.	0.08789%					
			Dena I. Koenig, Ind. Exec. of Estate of Ernest Jacob Koenig, Dec'd	0.02804%					
			Mabel F. Leonard	0.19531%					
			Robert J. Leonard	0.39062%					
			Patrick J. Leonard	0.39063%					
			Timothy T. Leonard	0.39063%					
			Kitman, Inc.	0.78125%					
			Mrs. Thelma A. Linnam	0.97656%					
			C.S. Longcope	0.01953%					
			Frank O. Long	0.00224%					
			Mobil Oil Co. and Division of Socony Mobil Oil Co., Inc.	1.56250%					
			Mrs. Exor Megan, Gdn. of Person & Est. of Mrs. Maude Eagle Pfouts, NCM	0.00112%					
			C.S. Neal	0.13021%					
			Mrs. Elizabeth Hudson Penn	1.52833%					
			Nancy Elizabeth Penzon	0.76391%					

TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	SERIAL NO. AND LEASE DATE	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENTAGE	PER CENT PARTICIPATION OF TRACT IN UNIT						
							PRIMARY PHASE	SECONDARY PHASE					
11 (Cont'd)			Robert Lee Penn	Amerada Petroleum Corporation	None	Amerada Petroleum Corp.	7.1353	5.7610					
			Royalty Roundup Inc.										
			J.E. Simmons										
			Jack Stleren										
			Nora Walker										
			Total										
			George H. Coates						Amerada Petroleum Corporation	None	Amerada Petroleum Corp.	7.1353	5.7610
			Wright E. Cowden										
			Fluor Corporation Ltd.										
			Mattie H. James										
			Ida Beth Oliver										
Fay R. Power													
Sabine Royalty Corp.													
H. Dillard Schenk													
C.M. Selby													
J.E. Simmons													
June D. Speight													
Hattie C. Williams													
Total													
12 SW/4 Sec. 33-21S-37E (160.00 Acres)			Fee Lease	Amerada Petroleum Corporation	None	Amerada Petroleum Corp.	7.1353	5.7610					
			9-26-34										
			10-25-34										
			10-29-34										
			10-30-34										
			11-28-34										
			George H. Coates										
			Wright E. Cowden										
			Fluor Corporation Ltd.										
			Mattie H. James										
			Ida Beth Oliver										
Fay R. Power													
Sabine Royalty Corp.													
H. Dillard Schenk													
C.M. Selby													
J.E. Simmons													
June D. Speight													
Hattie C. Williams													
Total													
13 NE/4 SE/4 Sec. 31-21S-37E (40.00 Acres)			Fee Lease	Amerada Petroleum Corporation	None	Amerada Petroleum Corp.	7.1353	1.7321					
			10-17-34										
			11-2-34										
			6-27-39										
			The Atlantic Refining Co.										
			Citizens National Bank of Decatur for Account of J.L. Bennett										
			Boyce Rush Davi										
			First Trust Co. of St. Paul, as Trustee for Grace D. Gale										
			Fluor Corporation Ltd., The										
			The Atlantic Ref. Co.						Amerada Petroleum Corporation	None	Amerada Petroleum Corp.	7.1353	1.7321
			3.12500%										
payable out of working interest of Broseco Corp., Wm. Fleming Est., John B. Rich and Sohio Petroleum Co.													
Amerada Petroleum Corp.													
Broseco Corporation													
William Fleming Est.													
John B. Rich													
Sohio Petroleum Co.													
TOTAL													

TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	SERIAL NO. AND LEASE DATE	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENTAGE	PER CENT PARTICIPATION OF TRACT IN UNIT		
							PRIMARY PHASE	SECONDARY PHASE	
13	(Cont'd)		B.T. Gale 0.19531% Sue Saunders Graham 0.13020% C.C. Harmon 0.39063% Clarence E. Hinkle 0.39063% R.E. Hubbard, R.E. Hubbard, Jr. & Morgan Hubbard, Ind. Execs. of Will & Estate of G.E. Hubbard, Dec 0.78125% R.E. Hubbard 0.78125% W.W. Lechner 0.78125% Mrs. Elyse Saunders Patterson 0.13021% Lulu S. Rush 0.39063% Sally S. Toles 0.13021% Ruth Rush Weaver 0.19531% Total 12.50000%						
14	N/2 Sec. 28-21S-37E (320.00 Acres)	Fee Lease 5-24-26	Warren D. Anderson 0.0586% Vicki Sara Anderson Jones 0.0587% Mrs. Verna Chamberis 0.0742% Cities Service Oil Co. 2.0835% First National Bank of Rochester Trustee of 1953% First National Bank of Roswell, Emmett D. White & Ralph A. Shugart, Trustees under Last Will & Testament of Harry Leonard 0.1953% Fluor Corp., Ltd. of Chicago 3.1250% Foster Petroleum Corp. 1.0417% Ilaeae Forbes 0.1484% H.L. Huffman 0.0234% Mabel F. Leonard 0.1954% Patrick J. Leonard 0.3906% Robert J. Leonard 0.3906% Timothy T. Leonard 0.3906%	Gypsy Oil Company	None	Gulf Oil Corporation 100.0000%	13.0068	15.0912	

TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	SERIAL NO. AND LEASE DATE	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENTAGE	PER CENT PARTICIPATION OF TRACT IN UNIT	
							PRIMARY PHASE	SECONDARY PHASE
14 (Cont'd)			Edwin G. Manoy 0.0742%					
			Lyla M. Olson 0.1953%					
			Velma Roring 0.1485%					
			Samedan Oil Corp. 2.2266%					
			Smith Spradling 0.1484%					
			Maybelle K. Stewart 0.7813%					
			M.E. Tate & Inez Tate 0.1484%					
			Emmett D. White 0.3906%					
			Jane Johnson 0.0156%					
			Total 12.5000%					
15	N/2 NE/4 Sec. 29-21S-37E (80.00 Acres)	Fee 8-23-46	Roy G. Barton 0.13020%	Barnsdall Oil Co.	General Crude Oil Company 1.36720%	Sunray DX Oil Company 62.5000%	3.7974	2.8453
			Constance E. Byers 0.08790%			Socony Mobil Oil Co. Inc. 37.5000%	2.2785	1.7072
			Powhatan Carter Jr. 0.09766%			TOTAL 100.0000%		
			Effie Carter 0.19531%					
			Anderson Carter 0.09766%					
			The First National Bank of Nevada, Exec. of the Estate of Allie M. Lee, Dec'd. 0.78130%					
			The First National Bank of Fort Worth, Trustee for benefit of Raynard See Makin, Jr. 0.06510%					
			The First National Bank of Fort Worth, Trustee for benefit of Roger Frederic Makin 0.06510%					
			The First National Bank of Roswell, Emmett D. White & Ralph A. Shugart, Trustees under the Last Will & Testament of Harry Leonard, Dec'd. 0.19532%					
			General Crude Oil Co. 1.56250%					
			Harvey A. Heller & Harvey A. Heller Jr. 0.08793%					
			Kitman, Inc. 0.78130%					

TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	SERIAL NO. AND LEASE DATE	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENTAGE	PER CENT PARTICIPATION OF TRACT IN UNIT	
							PRIMARY PHASE	SECONDARY PHASE
15 (Cont'd)			Dena I. Koenig, Ind. Exec. of the Estate of Ernest Jacob Koenig, Dec'd. 0.02800%					
			Mabel F. Leonard 0.19532%					
			Robert J. Leonard 0.39060%					
			Patrick J. Leonard 0.39060%					
			Timothy T. Leonard 0.39060%					
			New Mexico Bank and Trust Co.; Tr. under the Will of Virgil Lham 0.97655%					
			Frank O. Long 0.00220%					
			C.S. Longscope 0.01950%					
			Thelma A. Lham 0.97655%					
			Mrs. Exor Megan Gdn. of Estate of Mrs. Maude Eagle Prouits, NCM 0.00110%					
			Mobil Oil Co. a Division of Socony Mobil Oil Co., Inc. 1.56250%					
			C.S. Neal 0.13020%					
			Elizabeth Hudson Penn 1.52834%					
			Robert Lee Penn 0.76390%					
			Nancy Elizabeth Penson 0.76400%					
			Royalty Roundup Inc. 0.00386%					
			J.E. Simmons 0.19530%					
			Jack Stleren 0.03250%					
			Nora Walker 0.00110%					
			Total 12.50000%					
16	E/2 SE/4 Sec. 30; E/2 NE/4 Sec. 31-21S-37E (160.00 Acres)	Fee Lease 9-22-28	Charles H. Price II 2.1012%	Gypsy Oil Co.	None	Gulf Oil Corporation 100.0000%	3.9612	2.6742
			Charles H. Price II, Atty-In-Fact for Llnwood Securities Co. 3.3742%					
			Charles H. Price II, Atty-In-Fact for Main Street Holding Co. 1.1248%					
			Charles H. Price II, Atty-In-Fact for Maple Dunbar Farp 0.3502%					

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							PRIMARY PHASE	SECONDARY PHASE
16 (Cont'd)			Charles H. Price II, Atty-In-Fact for Harry F. Montgomery 0.3502% Charles H. Price II, Atty-In-Fact for Peoples Security Co. 3.3742% Charles H. Price II, Atty-In-Fact for David E. Price 0.3502% Charles H. Price II, Atty-In-Fact for Edward C. Price 0.3502% Charles H. Price II, Atty-In-Fact for Westport Bank 1.1248% Total 12.5000%					
17	E/2 Sec. 32-21S-37E (320.00 Acres)	Fee Lease 5-3-26	The Atlantic Refining 3.1250% Raymond R. Anderson 0.1065% Roy G. Barton 0.1065% Charles F. Bedford 0.1250% Edwin M. Bedford 0.1250% Rachel Bedford Bowen 0.1250% Henry DeGraffenreid Bedford 0.1250% Leonora K. Hagamayer 0.0356% Guy H. Hooper 0.8878% John Brown Kimberly III 0.0355% J.M. Richardson Lyeth, Jr. & Munro Longyear Lyeth 2.8125% Inez R. Rhees 0.3196% Onez Norman Kooner 2.8125% H. Dillard Schenck 0.1065% June D. Speight 0.7813% Lamar Kimberly Whitmore 0.0355% Dorothy May Wilhite 0.1065% Ellen Ann W. Williams 0.1250% Florence Louise Woods 0.6037% Total 12.5000%	Gypsy Oil Co.	None	Gulf Oil Corporation 100.0000%	10.0083	11.2385

TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	SERIAL NO. AND LEASE DATE	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENTAGE	PER CENT PARTICIPATION OF TRACT IN UNIT	
							PRIMARY PHASE	SECONDARY PHASE
18	S/2 SE/4 Sec, 29-21S-37E (80.00 Acres)	Fee Lease 4-13-26	B.A. Christmas, Jr. & Joyce C. Brown, Co-Execs. of Estate of Anne L. Christmas 0.62500% Wayne Cowden 0.15625% Reimont Oil Corp. 0.28076% First Trust Co. of St. Paul for A/C Grace D. Gale 1.56250% First Trust Co. of St. Paul for A/C B. T. Gale 1.56250% Julian W. Glass, Trustee under Will of J. Wood Glass, Dec'd 0.03662% The Pennsylvania Bank & Trust Co., Trustee of Estate of A.W. Gould, Dec'd. 0.03662% Graridge Corporation 1.25000% Jack Hazelting 1.17188% Mattie H. James 0.19531% Newmont Oil Co. 0.78125% Phillips Investment Corp. 0.03662% Fay R. Power 0.19531% Sabine Royalty Corp. 0.39063% Southern Minerals Corp. 2.50000% Sparks Healey Company 0.93750% Estella E. Withers 0.78125% Total 12.50000%	Llano Oil Company	Kurt Lekisch 0.62500%* Martha Madson 0.31250%* L.S. Melzer 0.15625%* Sadie Watson 1.56250%* Charles F. Henderson 0.15625%* Sara A. Link, Life Estate Remaindermen, Frances Link Matthews and Sarah Lew Link Grimes 0.31250%* * Overriding royalty increases from 1/32 to 1/16 when daily average exceeds 50 bbls. per well/day for 3.1250% indicated. J.C. Clower 5.46857%* # Production payment \$80,000 out of 1/16 of 7/8 of production.	Pan American Petroleum Corp. 100.00000%	4.2750	3.6269
19	N/2 SE/4 Sec, 29-21S-37E (80.00 Acres)	Fee Lease 4-13-26	Joyce C. Brown & B.A. Christmas, Jr. as Jt. Exrs. under the Will of Anne L. Christmas, Dec'd. 1.25000% Verna Chambers 0.07422% Mayne Cowden 0.31250% Ilanne Forbes 0.14844%	Marathon Oil Company	None	Marathon Oil Company 100.00000%	2.5381	3.2373

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							PRIMARY PHASE	SECONDARY PHASE
19			Mattie H. James 0.39063%					
			Marathon Oil Co. 0.16537%					
			Mrs. Edwin G. Manovill 0.02474%					
			Marlene M. Fitzmaurice 0.02474%					
			Newmont Oil Company 1.56250%					
			Fay R. Power 0.39062%					
			Velma Roring 0.14844%					
			Sabine Royalty Corp. 0.78125%					
			Samedan Oil Corporation 2.22655%					
			Smith Spradling 0.14844%					
			M.E. Tate & Inez Tate 0.14844%					
			Harvey Elliott Turner 0.39063%					
			Republic National Life Ins. Co. 1.					
			Jane Johnson 2.73437%					
			Estella E. Wilberg 1.56250%					
			Total 12.50000%					
20	N/2 SW/4 Sec. 29-21S-37E (80.00 Acres)	Fee Lease 10-3-35	Warren D. Anderson 0.05859%	Ropollo Oil Co.	None	Sinclair Oil & Gas Co. 100.0000%	3.3137	3.9620
			H.L. Huffman 0.02344%					
			Jane Johnson 0.01563%					
			Joyce C. Brown & B.A. Christmas, Jr. Excs. of Est. Annle L. Christmas, Decd. 1.25000%					
			Verna Chambers 0.07421%					
			Rosemary Anderson Chapman 0.05859%					
			Wayne Cowden 0.31250%					
			Ilanne Forberg 14844%					
			Mattie H. James 39063%					
			Edwin Eugene Manovill & Rocco J. Natale, Excs. of Est. Edwin G. Manovill, Decd. 0.07422%					

TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	LEASE DATE	SERIAL NO. AND	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENTAGE	PER CENT PARTICIPATION OF TRACT IN UNIT	
								PRIMARY PHASE	SECONDARY PHASE
20 (Cont'd)				Newmont Oil Co. 1.56250% Fay R. Power 0.39062% Republic National Life Insurance Co. 2.34375% Velma Roring 0.14844% Sabine Royalty Corp. 0.78125% Samedan Oil Corp. 2.22657% Smith Spradling 0.14843% M.E. & Inez Tate 0.14844% Harvey Elliott Turner 0.78125% Estella E. Withers 1.56250% Total 12.50000%	Ropollo Oil Co.	None	Stuclair Oil & Gas Co. 100.0000%	0.8578	3.1909
21	S/2 SW/4 Sec. 29-21S-37E (80.00 Acres)	Fee Lease 10-22-35		Humble Oil & Refining Co. 12.50000%	Ropollo Oil Co.	None	Stuclair Oil & Gas Co. 100.0000%	0.8578	3.1909
	STATE LANDS			160.00 Acres		6.1538%			
	FEE LANDS			2,440.00 Acres		93.8462%			
	TOTAL			2,600.00 Acres		100.0000%			

100.0000% 100.0000%

Gulf Oil Company - U.S.

LAW DEPARTMENT

William V. Kastler
ATTORNEY

P. O. Box 1150
Midland, Texas 79701

March 10, 1972

3240

RECEIVED
MAR 13 1972
CONSERVATION COMM.

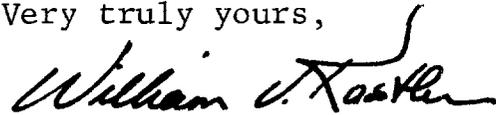
New Mexico Oil Conservation Commission
P. O. Box 2088
Santa Fe, New Mexico 87501

Attention: Mr. James Kapetina

Gentlemen:

Please find enclosed a copy of the recorded Certificate of Effectiveness and Ratifications by all interested parties required to accomplish the expansion of the Central Drinkard Unit by commitment of Tracts 10, 20 and 21. The Unit is now effective as to all 2600 acres.

Very truly yours,



William V. Kastler

WVK:ejj

Enclosures



12757

CENTRAL DRINKARD UNIT

CERTIFICATE OF EFFECTIVENESS OF THE FIRST ENLARGEMENT

WHEREAS, the Central Drinkard Unit was formed to conduct secondary recovery oil operations in Lea County, New Mexico. The Unit Agreement, to which reference is hereinafter made, is recorded in Volume 235 at Page 386 of the oil and gas records of Lea County, New Mexico. By certificate filed in Vol. 236 at page 279 of the oil and gas records of Lea County, New Mexico, the Unit became effective on July 1, 1965 as to 2,280 acres; and

WHEREAS, a proposal to enlarge the said Central Drinkard Unit Area in order to include Tracts 10, 20 and 21, being the W/2 of Section 29, Township 21 South, Range 37 East, N.M.P.M., has been duly proposed and accepted by the Central Drinkard Unit working interest owners and by all working and royalty owners in the W/2 of Section 29, aforesaid, necessary for qualification pursuant to Article 12 of said Unit Agreement; and

WHEREAS, said enlargement of the Central Drinkard Unit Area has been approved by the Commissioner of Public Lands of the State of New Mexico on February 3, 1972, a copy of which is attached hereto; and

WHEREAS, said enlargement of the Central Drinkard Unit Area has also been approved by the New Mexico Oil Conservation Commission in Order No. R-4256 dated February 8, 1972, a copy of which is attached hereto; and

WHEREAS, all instruments necessary for the full commitment of Tracts 10, 20 and 21, comprising the W/2 of Section 29, aforesaid, have been executed as required under Article 9 of said Unit Agreement and said tracts are now fully committed. A copy of each party's executed counterpart, together with a copy of Revised Exhibits "A" and "B" which more

fully identifies the tracts and the working and royalty interests therein is attached hereto.

NOW, THEREFORE, Gulf Oil Corporation as Unit Operator does hereby declare and certify that said unit shall be and is effectively enlarged with the effective date of March 1, 1972, and that a description of the lands as to which said unit will thereafter be effective is as follows:

Township 21 South, Range 37 East, N.M.P.M.

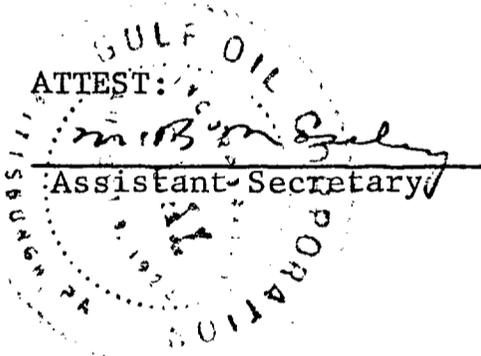
- Section 28: All
- Section 29: All
- Section 30: E/2 SE/4
- Section 31: E/2 NE/4 and NE/4 SE/4
- Section 32: E/2 and NW/4
- Section 33: All

containing 2,600 acres, more or less.

IN WITNESS WHEREOF, this certificate is executed this 29th day of February, 1972, by the undersigned, as Unit Operator.

GULF OIL CORPORATION

ATTEST:



Assistant Secretary

By

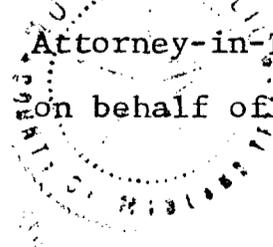
W. B. Hopkins
Attorney-in-Fact

Form approved
Law Dept. WOK
JWS

STATE OF TEXAS X

COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 29 day of February, 1972, by W. B. HOPKINS, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.



Emily Jones
Notary Public

My Commission Expires:

EMILY JONES - Notary Public
In and for Midland County, Texas
My Commission Expires June 1, 19 73

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

RATIFICATION AND JOINDER
CENTRAL DRINKARD UNIT
LEA COUNTY, NEW MEXICO

There having been presented to the Commissioner of Public Lands of the State of New Mexico for examination and approval, the attached ratification and joinder to the CENTRAL DRINKARD Unit Agreement, which was approved by the Commissioner of Public Lands on JUNE 18, 1965, and which covers Tracts No. 10, 20, and 21 as set forth on Revised Exhibit "B" which is part of the CENTRAL DRINKARD UNIT, Lea County, New Mexico, Unit Agreement, described as: General American Oil Company of Texas, General Crude Oil Company, and Socony Mobil Oil Company, Inc. and Atlantic Richfield Company as Working Interest owners under Tracts 10, 20, and 21.

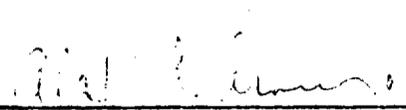
The Commissioner finds:

- (a) That such subsequent joinder 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 subsequent joinder, 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 the 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 subsequent joinder 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, and 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 commitment of Tracts No. 10, 20 and 21, and any leases embracing lands of the State of New Mexico within the tracts so committed 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 3rd day of February, 1972. The effective date of these joinders to be March 1, 1972.

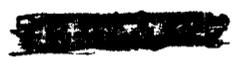




COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

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. 4652
Order No. R-4256

APPLICATION OF GULF OIL
CORPORATION FOR A WATERFLOOD
EXPANSION, LEA COUNTY, NEW
MEXICO.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 9 a.m. on February 2, 1972, at Santa Fe, New Mexico, before Examiner Elvis A. Utz.

NOW, on this 8th day of February, 1972, the Commission, a quorum being present, having considered the testimony, the record, and the recommendations of the Examiner, 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 applicant, Gulf Oil Corporation, seeks authority to expand its waterflood project in the Central Drinkard Unit Area, Drinkard Pool, by the injection of water into the Drinkard formation through 15 additional injection wells in Sections 28, 29, 31, 32, and 33 Township 21 South, Range 37 East, NMPM, Lea County, New Mexico.

(3) That the wells in the project area are in an advanced state of depletion and should properly be classified as "stripper" wells.

(4) That the proposed expansion of the waterflood project should result in the recovery of otherwise unrecoverable oil, thereby preventing waste.

-2-

CASE NO. 4652
Order No. R-4256

(5) That the subject application should be approved and the expanded project should be governed by the provisions of Rules 701, 702, and 703 of the Commission Rules and Regulations.

IT IS THEREFORE ORDERED:

(1) That the applicant, Gulf Oil Corporation, is hereby authorized to expand its waterflood project in the Central Drinkard Unit Area, Drinkard Pool, by the injection of water into the Drinkard formation through the following-described wells in Township 21 South, Range 37 East, NMPM, Lea County, New Mexico:

<u>Central Drinkard Unit Well No.</u>	<u>Unit</u>	<u>Section</u>
111	G	28
107	G	29
162	K	29
164	M	29
121	O	29
135	A	31
151	I	31
131	A	32
133	C	32
137	E	32
139	G	32
149	I	32
141	E	33
143	G	33
147	K	33

(2) That the expanded waterflood project shall be governed by the provisions of Rules 701, 702, and 703 of the Commission Rules and Regulations.

(3) That monthly progress reports of the expanded waterflood project herein authorized shall be submitted to the Commission in accordance with Rules 704 and 1120 of the Commission Rules and Regulations.

(4) That jurisdiction of this cause is retained for the entry of such further orders as the Commission may deem necessary.

-3-

CASE NO. 4652
Order No. R-4256

DONE at Santa Fe, New Mexico, on the day and year herein-
above designated.

STATE OF NEW MEXICO
OIL CONSERVATION COMMISSION

BRUCE KING, Chairman

ALEX J. ARMIJO, Member

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

S E A L

dr/

UNIT ENLARGEMENT
CENTRAL DRINKARD UNIT
RATIFICATION AND JOINDER
LEA COUNTY, NEW MEXICO

TRACT 10

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, heretofore the Central Drinkard Unit Agreement, dated January 1, 1965, was signed to form an oil and gas waterflood unit comprising 2,280 acres of land within Sections 28 through 33, Township 21 South, Range 37 East, N.M.P.M., the effectiveness of the Central Drinkard Unit and Unit Operating Agreements being evidenced by a certificate recorded in Book 236 at page 279 of the records of Lea County, New Mexico; and

WHEREAS, because Tract Nos. 10, 20 and 21 did not originally qualify as being committed to the Unit, the Unit began operations with a unit area of 2,280 acres rather than the 2,600 acre unit area initially proposed; and

WHEREAS, Gulf as the Unit Operator of the Central Drinkard Unit represents that the working interest owners of the 2,280 acre unit area have now agreed, through the voting procedure prescribed and by a margin of greater than 85%, to enlarge the Unit Area in compliance with Article 12 of the aforesaid Unit Agreement.

NOW, THEREFORE, in consideration of the premises, the undersigned, as the owner of either a royalty or a working interest in Tracts 10, 20, and 21, or any of them, hereby ratifies, adopts and commits his or its interest in said tracts to the Central Drinkard Unit Agreement and, where appropriate, to the Central Drinkard Unit Operation Agreement and agrees to be bound by the provisions of the said Unit Agreement and Unit Operating Agreement.

The express terms and conditions under which this ratification and joinder is entered into are stated herein as follows:

1.

The expansion herein referred to which is reflected on First Revised Exhibits "A", "B" and "C" to the said Unit Agreement comprehends the addition of Tract Nos. 10, 20 and 21 as a committed part of the Central Drinkard Unit Area. The Tract Participation provided in the Unit Agreement has of necessity been revised to accommodate the basis on which Tracts 10, 20 and 21 are to share in unit production. Such revised participation was determined in accordance with the following formulae:

Phase I-A as shown on Revised Exhibit "B"

- 1/3 Cumulative Oil Production to October 1, 1969.
- 1/3 Revenue during the ten month period from
January 1, 1969 to October 1, 1969.
- 1/3 Primary Oil Reserves as of October 1, 1969.

Phase I-A shall be in effect until 631,593 barrels of oil have been produced from October 1, 1969, and thereafter until 7:00 a.m. of the first day of the next ensuing month.

Phase II-A as shown on Revised Exhibit "B"

100% Ultimate Primary Oil Production

To be in effect from the end of Phase I-A above until the final depletion of the Unit Area.

2.

The effective date of First Enlargement shall be the First day of the month following which the Unit Operator shall certify by recorded instrument that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in revised Exhibit "B".

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

MOBIL OIL CORPORATION

Date: February 16, 1972

J. S. Wright
Attorney in Fact *As to form*

General American Oil Company of Texas

Date: February 25, 1972

Donald C. Apeland
Donald C. Apeland, Vice President

Date: _____

Date: _____

Date: _____

Date: _____

STATE OF TEXAS X
X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 16th day of February, 1972, by F. S. Wright, Jr., Attorney in Fact for MOBIL OIL CORPORATION, a New York corporation, on behalf of said corporation.

My Commission Expires:

My commission expires June 1, 1973

Wanda Phillips
Notary Public in and for
Midland County,
Texas

WANDA PHILLIPS, Notary Public
in and for Midland County, Texas

* * * * *

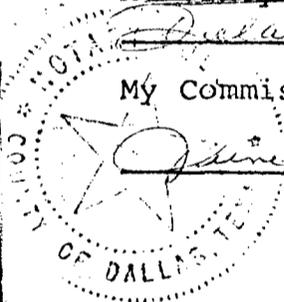
STATE OF Texas X
X
COUNTY OF Dallas X

The foregoing instrument was acknowledged before me this 25th day of February, 1972, by Donald C. Anselm, Vice President ~~Attorney in Fact~~ for General American Oil Company of Texas, a Delaware corporation, on behalf of said corporation.

My Commission Expires:

June 1, 1973

Lucy McLean
Notary Public



* * * * *

STATE OF _____ X
X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____.

My Commission Expires:

Notary Public

2.

The effective date of First Enlargement shall be the First day of the month following which the Unit Operator shall certify by recorded instrument that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in revised Exhibit "B".

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

MOBIL OIL CORPORATION

Date: February 16, 1972

J. S. Wright
Attorney in Fact *As to form*

GENERAL CRUDE OIL COMPANY

Date: February 21, 1972

F. G. Hunter
VICE PRESIDENT

Date: _____

Date: _____

Date: _____

Date: _____

STATE OF TEXAS X
X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 16th day of February, 1972, by F. S. Wright, Jr., Attorney in Fact for MOBIL OIL CORPORATION, a New York corporation, on behalf of said corporation.

My Commission Expires:
My commission expires
June 1, 1973

Wanda Phillips
Notary Public in and for
Midland County,
Texas

WANDA PHILLIPS, Notary Public
in and for Midland County, Texas

* * * * *

STATE OF Texas X
X
COUNTY OF Harris X

The foregoing instrument was acknowledged before me this 21st day of February, 1972, by L. A. Hunter, President Attorney in Fact for Stanol Crude Oil Company, a Delaware corporation, on behalf of said corporation.

My Commission Expires:
June 1, 1972

Dorothy B. Carr
Notary Public

DOROTHY B. CARR

* * * * *

STATE OF _____ X
X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____

My Commission Expires:

Notary Public

2.

The effective date of First Enlargement shall be the First day of the month following which the Unit Operator shall certify by recorded instrument that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in revised Exhibit "B".

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

MOBIL OIL CORPORATION

Date: February 16, 1972

J. S. Wright
Attorney in Fact *Ans...*

Date: _____

STATE OF TEXAS X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 16th day of February, 1972, by E. S. Wright, Jr., Attorney in Fact for MOBIL OIL CORPORATION, a New York corporation, on behalf of said corporation.

My Commission Expires:

My commission expires Jan 1, 1973

Wanda Phillips
Notary Public in and for
Midland County,
Texas

WANDA PHILLIPS, Notary Public
in and for Midland County, Texas

* * * * *

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____, Attorney in Fact for _____, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

* * * * *

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____

My Commission Expires:

Notary Public

2.

The effective date of First Enlargement shall be the First day of the month following which the Unit Operator shall certify by recorded instrument that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in revised Exhibit "B".

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

MOBIL OIL CORPORATION

Date: February 16 1972

J. S. Wright
Attorney in Fact *Asst. Sec.*

ATTEST:

ROYALTY ROUNDUP, INC.

~~Date:~~ J. M. Nichols
Asst. Secretary

Jack L. Hart
President

Date: _____

Date: _____

Date: _____

Date: _____

STATE OF TEXAS X
X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 16th day of February, 1972, by F. S. Wright, Jr., Attorney in Fact for MOBIL OIL CORPORATION, a New York corporation, on behalf of said corporation.

My Commission Expires:

My commission expires
June 1, 1973

Wanda Phillips
Notary Public in and for
Midland County,
Texas

WANDA PHILLIPS, Notary Public
in and for Midland County, Texas

* * * * *

STATE OF _____ X
X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____, Attorney in Fact for _____, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

* * * * *

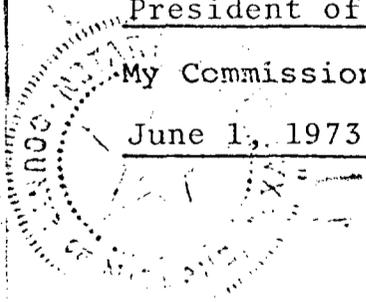
STATE OF TEXAS X
X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 28th day of February, 1972, by Jack L. Hart, President of ROYALTY ROUNDUP, INC.

My Commission Expires:

June 1, 1973

Lonnie G. Smith
Notary Public in and for
Midland County, Texas.



2.

The effective date of First Enlargement shall be the First day of the month following which the Unit Operator shall certify by recorded instrument that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in revised Exhibit "B".

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

MOBIL OIL CORPORATION

Date: February 16 1972

J. S. Wright
Attorney in Fact *are to be*

7 Date: March 15 1972

2-25-72

Date: _____

Date: _____

Date: _____

Date: _____

STATE OF TEXAS X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 16th day of February, 1972, by F. S. Wright, Jr., Attorney in Fact for MOBIL OIL CORPORATION, a New York corporation, on behalf of said corporation.

My Commission Expires:

My commission expires
May 1, 1973

Wanda Phillips
Notary Public in and for
Midland County,
Texas

WANDA PHILLIPS, Notary Public
in and for Midland County, Texas

* * * * *

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____, Attorney in Fact for _____, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

* * * * *

STATE OF Texas X
COUNTY OF _____ X

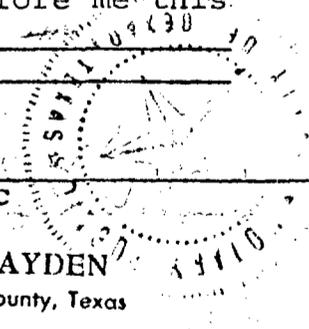
The foregoing instrument was acknowledged before me this 25th day of January, 1972, by _____

My Commission Expires:

June 1973

Donald W. Hayden
Notary Public

DONALD W. HAYDEN
Notary Public, Bexar County, Texas



2.

The effective date of First Enlargement shall be the First day of the month following which the Unit Operator shall certify by recorded instrument that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in revised Exhibit "B".

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

MOBIL OIL CORPORATION

Date: February 16 1972

J. S. Wright
Attorney in Fact *As to form*

Date: 2-22-72

[Signature]

Date: _____

Date: _____

Date: _____

Date: _____

STATE OF TEXAS X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 16th day of February, 1972, by F. S. Wright, Jr., Attorney in Fact for MOBIL OIL CORPORATION, a New York corporation, on behalf of said corporation.

My Commission Expires:

My commission expires
June 1, 1973

Wanda Phillips
Notary Public in and for
Midland County,
Texas

WANDA PHILLIPS, Notary Public
in and for Midland County, Texas

* * * * *

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____, Attorney in Fact for _____, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

* * * * *

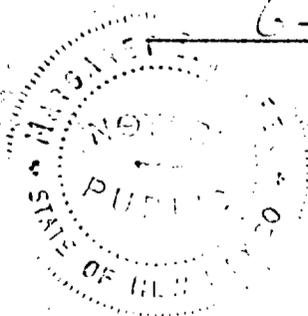
STATE OF NEW MEXICO X
COUNTY OF SANTA FE X

The foregoing instrument was acknowledged before me this 22nd day of FEBRUARY, 1972, by FRANK BAYMAN

My Commission Expires:

6-11-73

Margaret E. Weber
Notary Public



2.

The effective date of First Enlargement shall be the First day of the month following which the Unit Operator shall certify by recorded instrument that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in revised Exhibit "B".

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

MOBIL OIL CORPORATION

Date: February 16 1972

J. S. Wright
Attorney in Fact *are to be*

Date: 2-28-72

Proctor

Date: _____

Date: _____

Date: _____

Date: _____

STATE OF TEXAS X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 16th day of February, 1972, by F. S. Wright, Jr., Attorney in Fact for MOBIL OIL CORPORATION, a New York corporation, on behalf of said corporation.

My Commission Expires:

My commission expires
June 1, 1973

Wanda Phillips
Notary Public in and for
Midland County,
Texas

WANDA PHILLIPS, Notary Public
in and for Midland County, Texas

* * * * *

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____, Attorney in Fact for _____, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

* * * * *

STATE OF New Mexico X
COUNTY OF De Baca X

The foregoing instrument was acknowledged before me this 28 day of February, 1972, by Richard Carter, Jr.

My Commission Expires:

November 25, 1974

R. Lund
Notary Public

2.

The effective date of First Enlargement shall be the First day of the month following which the Unit Operator shall certify by recorded instrument that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in revised Exhibit "B".

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MOBIL OIL CORPORATION

Date: February 16 1972

J. S. Wright
Attorney in Fact *As to*

The First National Bank of Roswell
Trustee for Nevada Childrens Fdn.,
Reno Cancer Center, Inc. and
Nevada Tuberculosis Assn, equally

Date: February 28, 1972

By [Signature]
Vice President and Trust Officer

Date: _____

Date: _____

Date: _____

Date: _____

STATE OF TEXAS X
X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this
16th day of February, 1972, by F. S. Wright, Jr.,
Attorney in Fact for MOBIL OIL CORPORATION, a New York corporation,
on behalf of said corporation.

My Commission Expires:
My commission expires
May 1, 1973

Wanda Phillips
Notary Public in and for
Midland County,
Texas

WANDA PHILLIPS, Notary Public
in and for Midland County, Texas

* * * * *

STATE OF New Mexico X
X
COUNTY OF Chaves X

The foregoing instrument was acknowledged before me this
28th day of February, 1972, by William J. Brennan, Vice Pres.
and T. O. Attorney in Fact for The First National Bank of Roswell, a National
Banking Association ~~corporation~~, on behalf of said ~~corporation~~ Association.

My Commission Expires:
May 14, 1973

William M. Brennan
Notary Public

* * * * *

STATE OF _____ X
X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this
_____ day of _____, 1972, by _____

My Commission Expires:

Notary Public

2.

The effective date of First Enlargement shall be the First day of the month following which the Unit Operator shall certify by recorded instrument that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

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MOBIL OIL CORPORATION

Date: February 16 1972

J. J. Wright
Attorney in Fact *are to be*

Date: 2-26-72

(Fiscal)
J. S. Hardy

Date: _____

Date: _____

Date: _____

Date: _____

STATE OF TEXAS X
X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 16th day of February, 1972, by F. S. Wright, Jr., Attorney in Fact for MOBIL OIL CORPORATION, a New York corporation, on behalf of said corporation.

My Commission Expires:
Jan 1, 1973

Wanda Phillips
Notary Public in and for
Midland County,
Texas

WANDA PHILLIPS, Notary Public
in and for Midland County, Texas

* * * * *

STATE OF _____ X
X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____, Attorney in Fact for _____, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

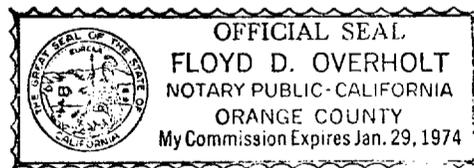
* * * * *

STATE OF California X
X
COUNTY OF Orange X

The foregoing instrument was acknowledged before me this 26 day of February, 1972, by (Revial) N.S. Hatley

My Commission Expires:
Jan 29, 1974

Floyd D. Overholt
Notary Public



13432 Buena Way, Garden Grove, Calif. 92640

2.

The effective date of First Enlargement shall be the First day of the month following which the Unit Operator shall certify by recorded instrument that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

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MOBIL OIL CORPORATION

Date: February 16 1972

J. S. Wright
Attorney in Fact *As to be done*

Date: 2/18/72

Harvey Heller, as attorney-in-fact for Harvey Heller
(HHA)

Date: 2/18/72

Mary Ann Heller
(MAH)

Date: 2/18/72

Harvey Heller
(HHA)

Date: 2/18/72

Frances Hendon Heller
(FHA)

Date: _____

STATE OF TEXAS X
X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 16th day of February, 1972, by F. S. Wright, Jr., Attorney in Fact for MOBIL OIL CORPORATION, a New York corporation, on behalf of said corporation.

My Commission Expires:

My commission expires
June 1, 1973

Wanda Phillips
Notary Public in and for
Midland County,
Texas

WANDA PHILLIPS, Notary Public
in and for Midland County, Texas

* * * * *

STATE OF _____ X
X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____, Attorney in Fact for _____, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

* * * * *

STATE OF Oklahoma X
X
COUNTY OF Tulsa X

(Attorney-in-fact)
(individual)

The foregoing instrument was acknowledged before me this 18th day of February, 1972, by Harvey A. Heller, Jr., as Attorney-in-fact on behalf of Harvey A. Heller and Mary Ann Heller, his wife.

My Commission Expires:

February 19, 1975

Dorothy C. Aderson
Notary Public

* * * * *

STATE OF Oklahoma)
COUNTY OF Tulsa)

(individual)

The foregoing instrument was acknowledged before me this 18th day of February, 1972, by Harvey A. Heller, Jr., and Frances Herndon Heller, his wife.

My Commission Expires:

February 19, 1975.

Dorothy C. Aderson
Notary Public

2.

The effective date of First Enlargement shall be the First day of the month following which the Unit Operator shall certify by recorded instrument that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in revised Exhibit "B".

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

MOBIL OIL CORPORATION

Date: February 16, 1972

J. S. Wright, Jr.
Attorney in Fact *As in form*

Date: February 24, 1972

Elizabeth H. Penn
ELIZABETH H. PENN, TRUSTEE
ESTATE OF ROBERT LEE PENN DECEASED

Date: _____

Date: _____

Date: _____

Date: _____

STATE OF TEXAS X
X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 16th day of February, 1972, by F. S. Wright, Jr., Attorney in Fact for MOBIL OIL CORPORATION, a New York corporation, on behalf of said corporation.

My Commission Expires:

My commission expires June 1, 1973

Wanda Phillips
Notary Public in and for
Midland County,
Texas

WANDA PHILLIPS, Notary Public
in and for Midland County, Texas

* * * * *

STATE OF _____ X
X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____, Attorney in Fact for _____, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

* * * * *

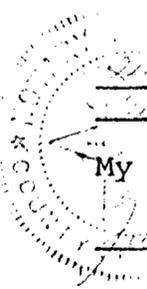
STATE OF Texas X
X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this 21st day of February, 1972, by Elizabeth H. Brown, _____, a _____ corporation, on behalf of said corporation.

My Commission Expires:

June 1, 1973

Francis J. Casper
Notary Public



2.

The effective date of First Enlargement shall be the First day of the month following which the Unit Operator shall certify by recorded instrument that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in revised Exhibit "B".

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

MOBIL OIL CORPORATION

Date: February 16, 1972

J. S. Wright
Attorney in Fact *Attorney in Fact*

Neville G. Penrose, Trustee

Date: February 21, 1972

By: [Signature]
Attorney in Fact

Date: _____

Date: _____

Date: _____

Date: _____

STATE OF TEXAS X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 16th day of February, 1972, by F. S. Wright, Jr., Attorney in Fact for MOBIL OIL CORPORATION, a New York corporation, on behalf of said corporation.

My Commission Expires:

My commission expires June 1, 1973

Wanda Phillips
Notary Public in and for
Midland County,
Texas

WANDA PHILLIPS, Notary Public
in and for Midland County, Texas

* * * * *

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____, Attorney in Fact for _____, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

* * * * *

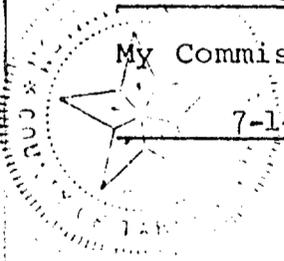
STATE OF Texas X
COUNTY OF Tarrant X

The foregoing instrument was acknowledged before me this 21th day of February, 1972, by J. M. Zachary Attorney in fact, for Neville G. Penrose, Trustee

My Commission Expires:

7-1-73

Steve Davis
Notary Public



2.

The effective date of First Enlargement shall be the First day of the month following which the Unit Operator shall certify by recorded instrument that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in revised Exhibit "B".

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

MOBIL OIL CORPORATION

Date: February 16, 1972

J. S. Wright
Attorney in Fact *As to be done*

Date: Feb 22, 1972

Nancy Elizabeth Pearson

Date: _____

Date: _____

Date: _____

Date: _____

STATE OF TEXAS X
X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 16th day of February, 1972, by F. S. Wright, Jr., Attorney in Fact for MOBIL OIL CORPORATION, a New York corporation, on behalf of said corporation.

My Commission Expires:

My commission expires
May 1, 1973

Wanda Phillips
Notary Public in and for
Midland County,
Texas

WANDA PHILLIPS, Notary Public
in and for Midland County, Texas

* * * * *

STATE OF _____ X
X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____, Attorney in Fact for _____, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

* * * * *

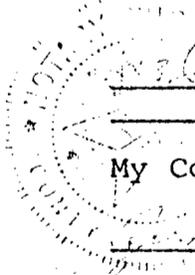
STATE OF Texas X
X
COUNTY OF Midland X

The foregoing instrument was acknowledged before me this 16th day of January, 1972, by Henry _____

My Commission Expires:

1973

Wanda Phillips
Notary Public



2.

The effective date of First Enlargement shall be the First day of the month following which the Unit Operator shall certify by recorded instrument that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in revised Exhibit "B".

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

MOBIL OIL CORPORATION

Date: February 16 1972

J. S. Wright
Attorney in Fact *are to be*

Date: Feb 23 1972

J. S. Wright

Date: _____

Date: _____

Date: _____

Date: _____

STATE OF TEXAS X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 16th day of February, 1972, by F. S. Wright, Jr., Attorney in Fact for MOBIL OIL CORPORATION, a New York corporation, on behalf of said corporation.

My Commission Expires:

My commission expires
Jan 1, 1973

Wanda Phillips
Notary Public in and for
Midland County,
Texas

WANDA PHILLIPS, Notary Public
in and for Midland County, Texas

* * * * *

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____, Attorney in Fact for _____, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

* * * * *

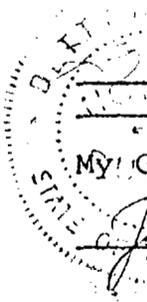
STATE OF New Mexico X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of Feb, 1972, by J. F. SIMMONS,

My Commission Expires:

July 8, 1974

Betty A. Kaiser
Notary Public



2.

The effective date of First Enlargement shall be the First day of the month following which the Unit Operator shall certify by recorded instrument that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in revised Exhibit "B".

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

MOBIL OIL CORPORATION

Date: February 16 1972

J. S. Wright
Attorney in Fact *As to form*

Date: 2-22-72

Clarence L. ...

Date: _____

Date: _____

Date: _____

Date: _____

STATE OF TEXAS X
X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 16th day of February, 1972, by F. S. Wright, Jr., Attorney in Fact for MOBIL OIL CORPORATION, a New York corporation, on behalf of said corporation.

My Commission Expires:

My commission expires
May 1, 1973

Wanda Phillips
Notary Public in and for
Midland County,
Texas

WANDA PHILLIPS, Notary Public
in and for Midland County, Texas

* * * * *

STATE OF _____ X
X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____, Attorney in Fact for _____, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

* * * * *

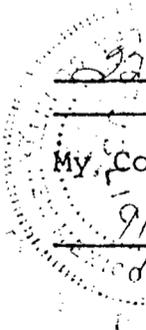
STATE OF New Mexico X
X
COUNTY OF Santa Fe X

The foregoing instrument was acknowledged before me this 22nd day of February, 1972, by Florence Louise Woods.

My Commission Expires:

9/20/74

Susan Cassrud
Notary Public



CENTRAL DRINKARD UNIT
RATIFICATION AND JOINDER
LEA COUNTY, NEW MEXICO

TRACTS 20 AND 21

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, heretofore the Central Drinkard Unit Agreement, dated January 1, 1965, was signed to form an oil and gas waterflood unit comprising 2,280 acres of land within Sections 28 through 33, Township 21 South, Range 37 East, N.M.P.M., the effectiveness of the Central Drinkard Unit and Unit Operating Agreements being evidenced by a certificate recorded in Book 236 at page 279 of the records of Lea County, New Mexico; and

WHEREAS, because Tract Nos. 10, 20 and 21 did not originally qualify as being committed to the Unit, the Unit began operations with a unit area of 2,280 acres rather than the 2,600 acre unit area initially proposed; and

WHEREAS, Gulf as the Unit Operator of the Central Drinkard Unit represents that the working interest owners of the 2,280 acre unit area have now agreed, through the voting procedure prescribed and by a margin of greater than 85%, to enlarge the Unit Area in compliance with Article 12 of the aforesaid Unit Agreement.

NOW, THEREFORE, in consideration of the premises, the undersigned as the owner of either a royalty or a working interest in Tracts 10, 20 and 21, or any of them, hereby ratifies, adopts and commits his or its interest in said tracts to the Central Drinkard Unit Agreement and, where appropriate, to the Central Drinkard Unit Operating Agreement.

The express terms and conditions under which this ratification and joinder is entered into are stated herein as follows:

1.

The expansion herein referred to which is reflected on First Revised Exhibits "A", "B" and "C", copies of which are attached hereto and made a part hereof, comprehends the addition of Tract Nos. 10, 20 and 21 as a committed part of the Central Drinkard Unit Area. The Tract Participation provided in the Unit Agreement has of necessity been revised to accommodate the negotiated basis on which Tracts 10, 20 and 21 are to share in unit production. Such revised participation was determined in accordance with the following formulae:

Phase I-A as shown on Revised Exhibit "B"

- 1/3 Cumulative Oil Production to October 1, 1961.
- 1/3 Revenue during the ten month period from
January 1, 1969 to October 1, 1969.
- 1/3 Primary Oil Reserves as of October 1, 1969.

Phase I-A shall be in effect until 631,593 barrels of oil have been produced from October 1, 1969, and thereafter until 7:00 a.m. of the first day of the next ensuing month.

Phase II-A as shown on Revised Exhibit "B"

100% Ultimate Primary Oil Production.

To be in effect from the end of Phase I-A above until the final depletion of the Unit Area.

2.

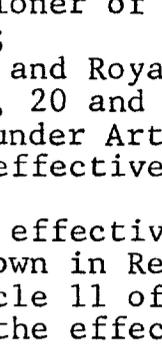
The effective date of First Enlargement shall be the First day of the month following which the Unit Operator shall certify by recorded instrument

that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in Revised Exhibit "B". The investment adjustment pursuant to Article 11 of the Unit Operating Agreement shall likewise become effective on the effective date as herein provided.

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

ATTEST: 
M. T. Moody
 Assistant Secretary
 Date: 12-20-71

GULF OIL CORPORATION
 By *J. L. Pike*
 Attorney-in-Fact
 Unit Operator

Form 218
 Law Dept. *WJH*
JFB

ATTEST:

 Date: 1-5-72

 Date: _____

By *L. F. Smith*
 ATLANTIC RICHFIELD CO.
 Title ATTORNEY IN FACT
 Working Interest Owner in Tract 2021

 Royalty Interest Owner in Tract _____

APPROVED
 WJH
 JFB

STATE OF TEXAS X
 COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by J. L. PIKE, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires: _____
Erinly Jones
 Notary Public

STATE OF Texas X
 COUNTY OF Midland X

The foregoing instrument was acknowledged before me this 5th day of Jan, 1972, by L. F. Smith, of Atlantic Richfield Co., a corporation, on behalf of said corporation.

My Commission Expires: _____
Yvonne Burch
 Notary Public

that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in Revised Exhibit "B". The investment adjustment pursuant to Article 11 of the Unit Operating Agreement shall likewise become effective on the effective date as herein provided.

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

GULF OIL CORPORATION

ATTEST:
on 18 m only
 Assistant Secretary
 Date: 12-20-71

By [Signature]
 Attorney-in-Fact
 Unit Operator

~~ATTEST:~~
 Date: 1-5-72
 Date: 1-5-72

ATLANTIC RICHFIELD CO.
 By A. J. Smith
 Title ATTORNEY IN FACT
 Working Interest Owner in Tract 10
[Signature]
 Royalty Interest Owner in Tract 20
 Carol Turner Adcox

STATE OF TEXAS X
 COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by J. L. PIKE, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires: _____

Emily Jones
 Notary Public
 EMILY JONES - Notary Public
 My Comm. Expires 1, 19 73

STATE OF Texas X
 COUNTY OF Midland X

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

My Commission Expires: _____

[Signature]
 Notary Public

that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in Revised Exhibit "B". The investment adjustment pursuant to Article 11 of the Unit Operating Agreement shall likewise become effective on the effective date as herein provided.

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

GULF OIL CORPORATION

ATTEST:

Wm B Moseley
Assistant Secretary
Date: 12-20-71

By J. L. Pike
Attorney-in-Fact
Unit Operator

Some Attestation
and Seal

ATTEST:

Date: 12-20-71
Date: _____

ATLANTIC RICEFIELD CO.

By A. J. Smith
Title ATTORNEY IN FACT
Working Interest Owner in Tract _____

Warren D. Anderson
Royalty Interest Owner in Tract 20
Warren D. Anderson

Wife of Warren D. Anderson
Wife of Warren D. Anderson

STATE OF TEXAS X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by J. L. PIKE, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires: _____

Emily Jones
Notary Public
EMILY JONES - Notary Public
In and for the State of TEXAS
My Commission Expires June 1, 1973

STATE OF Texas X
COUNTY OF Midland X

The foregoing instrument was acknowledged before me this 11 day of _____, 1971, by _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in Revised Exhibit "B". The investment adjustment pursuant to Article 11 of the Unit Operating Agreement shall likewise become effective on the effective date as herein provided.

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

GULF OIL CORPORATION

ATTEST:

in B on only
Assistant Secretary
Date: 12-20-71

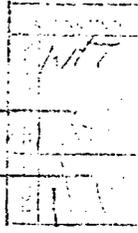
By J. L. Pike
Attorney-in-Fact
Unit Operator

Executed and
Subscribed
12/20/71

ATTEST:

Date: 12-20-71
Date: _____

ATLANTIC RICHFIELD CO.
By J. L. Smith
Title ATTORNEY IN FACT
Working Interest Owner in Tract: _____
Joyce Christmas Brown
Royalty Interest Owner in Tract 20
Joyce Christmas Brown



STATE OF TEXAS X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by J. L. PIKE, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires: _____

Emily Jones
Notary Public
EMILY JONES - Notary Public
In and for the State of Texas
My Commission Expires 1, 1973

STATE OF Texas X
COUNTY OF Midland X

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

My Commission Expires: _____

Notary Public

STATE OF NEW MEXICO X

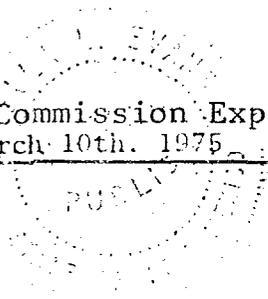
COUNTY OF DONA ANA X

The foregoing instrument was acknowledged before me this 24th. day of February, 19 72, by Joyce Christmas Brown

Restita L. Lewis

Notary Public

My Commission Expires:
March 10th. 1975



that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in Revised Exhibit "B". The investment adjustment pursuant to Article 11 of the Unit Operating Agreement shall likewise become effective on the effective date as herein provided.

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

GULF OIL CORPORATION

ATTEST:
on B in seal
 Assistant Secretary
 Date: 12-20-71

By J. L. Pike
 Attorney-in-Fact
 Unit Operator

Examined
 and
 found
 correct
 12/20/71

ATTEST:
 Date: 1-5-72

ATLANTIC RICHFIELD CO.
 By A. J. Smith
 Title ATTORNEY IN FACT
 Working Interest Owner in Tract 20

Examined
 and
 found
 correct
 1/5/72

Date: 1-27-72

Verna Chambers
 Royalty Interest Owner in Tract 20
 Verna Chambers

STATE OF TEXAS X
 COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by J. L. PIKE, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires: _____

Emily Jones
 Notary Public
 EMILY JONES - Notary Public
 In and for the State of Texas
 My Comm. Expires, Dec 1, 1973

STATE OF Texas X
 COUNTY OF Midland X

The foregoing instrument was acknowledged before me this 11 day of _____, 1972, by _____, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public
 Notary Public

that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in Revised Exhibit "B". The investment adjustment pursuant to Article 11 of the Unit Operating Agreement shall likewise become effective on the effective date as herein provided.

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

GULF OIL CORPORATION

ATTEST:
in B on asaly
 Assistant Secretary
 Date: 12-20-71

By J. L. Pike
 Attorney-in-Fact
 Unit Operator

ATTEST:
 Date: 12-20-71
 Date: _____

ATLANTIC RICHFIELD CO.
 By A. J. Smith
 Title ATTORNEY IN FACT
 Working Interest Owner in Tract _____
Rosemary Anderson
 Royalty Interest Owner in Tract 20
 Rosemary Anderson

STATE OF TEXAS X
 COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by J. L. PIKE, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires: _____

Emily Jones
 Notary Public
 EMILY JONES - Notary Public
 In and for the State of Texas
 My Comm. Exp. Date 1, 19 73

STATE OF X
 COUNTY OF X

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

My Commission Expires: _____

Notary Public

that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

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GULF OIL CORPORATION

ATTEST:

on B on only
Assistant Secretary
Date: 12-20-71

By J. L. Pike
Attorney-in-Fact
Unit Operator

ATTEST:

Date: 12-20-71

ATLANTIC RICHFIELD CO.
By A. J. Smith
Title ATTORNEY IN FACT
Working Interest Owner in Tract 20

Date: Jan 25, 1972

B. A. Christmas, Jr.
Royalty Interest Owner in Tract 20
B. A. Christmas, Jr., Individually, and as Guardian for
Terri Christmas
Bradford Christmas
Candy Christmas
Helen Jane Christmas

STATE OF TEXAS X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by J. L. PIKE, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires:

Emily Jones
Notary Public
EMILY JONES - Notary Public
In and for the State of Texas
My Commission Expires June 1, 1973

STATE OF Texas X
COUNTY OF Midland X

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by J. L. PIKE of Gulf Oil Corporation, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires:

Emily Jones
Notary Public

STATE OF New Mexico X

COUNTY OF Colfax X

B. A. Christmas, Jr.

The foregoing instrument was acknowledged before me this 28 day of January, 1972, by

B. A. Christmas, Jr., Guardian for
Candy Christmas

Diana Mutton

Notary Public

My Commission Expires:

My Commission Expires December 4, 1976

STATE OF New Mexico X

COUNTY OF Colfax X

B. A. Christmas, Jr.

The foregoing instrument was acknowledged before me this 28 day of January, 1972, by

B. A. Christmas, Jr., Guardian for
Helen Jane Christmas

Diana Mutton

Notary Public

My Commission Expires:

My Commission Expires December 4, 1976

STATE OF _____ X

COUNTY OF _____ X

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

Notary Public

My Commission Expires:

STATE OF New Mexico X

COUNTY OF Colfax X

B. A. Christmas, Jr.

The foregoing instrument was acknowledged before me this 28 day of January, 1972, by B. A. Christmas, Jr.

Wm. Mutton
Notary Public

My Commission Expires:
My Commission Expires December 31, 1975

STATE OF New Mexico X

COUNTY OF Colfax X

B. A. Christmas, Jr.

The foregoing instrument was acknowledged before me this 28 day of January, 1972, by B. A. Christmas, Jr., Guardian for Terri Christmas

Wm. Mutton
Notary Public

My Commission Expires:
My Commission Expires December 31, 1975

STATE OF New Mexico X

COUNTY OF Colfax X

B. A. Christmas, Jr.

The foregoing instrument was acknowledged before me this 28 day of January, 1972, by B. A. Christmas, Jr., Guardian for Bradford Christmas

Wm. Mutton
Notary Public

My Commission Expires:
My Commission Expires December 31, 1975

that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in Revised Exhibit "B". The investment adjustment pursuant to Article 11 of the Unit Operating Agreement shall likewise become effective on the effective date as herein provided.

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

GULF OIL CORPORATION

ATTEST:
211 B m o o l
 Assistant Secretary
 Date: 12-26-71

By J. L. Pike
 Attorney-in-Fact
 Unit Operator

ATTEST:
 Date: 4-8-72
 Date: 5-8-72

ATLANTIC RICHFIELD CO.
 By A. J. Smith
 Title Attorney in Fact
 Working Interest Owner in Tract
Wayne Cowden
 Royalty Interest Owner in Tract 20
 Wayne Cowden
Wife of Wayne Cowden

STATE OF TEXAS X
 COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by J. L. PIKE, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires:

Emily Jones
 Notary Public
 EMILY JONES - Notary Public
 In s. of T. My Comm. Expires 1, 19 73

STATE OF TX X
 COUNTY OF Midland X

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

My Commission Expires:

Notary Public

STATE OF New Mexico X

COUNTY OF Eddy X

The foregoing instrument was acknowledged before me this 8th day of July 1972, by Wayne Goodman
John Goodman



Allen G. Richardson
Notary Public

My Commission Expires:
8-27-73

that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in Revised Exhibit "B". The investment adjustment pursuant to Article 11 of the Unit Operating Agreement shall likewise become effective on the effective date as herein provided.

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

GULF OIL CORPORATION

ATTEST:
my B on only
 Assistant Secretary
 Date: 12-20-71

By J. L. Pike
 Attorney-in-Fact
 Unit Operator

FORM NO. 10
 REV. 1-1-68
 1000

ATTEST:

 Date: 12-20-71

 Date: _____

ATLANTIC REFINED CO.
 By A. J. Smith
 Title ATTORNEY IN FACT
 Working Interest Owner in Tract _____

 Royalty Interest Owner in Tract 20
 Marlene Mandvill Fitzmaurice

 Wife of Marlene Mandvill Fitzmaurice
 HUSBAND MARVILL

STATE OF TEXAS X
 COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by J. L. PIKE, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires: _____

Emily Jones
 Notary Public
 EMILY JONES - Notary Public
 In and for the State of Texas
 My Comm. Exp. Date June 1, 1973

STATE OF Texas X
 COUNTY OF Midland X

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Emily Jones
 Notary Public

that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit production shall be as shown in Revised Exhibit "B". The investment adjustment pursuant to Article 11 of the Unit Operating Agreement shall likewise become effective on the effective date as herein provided.

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

GULF OIL CORPORATION

ATTEST:
13 months
 Assistant Secretary
 Date: 12-20-71

By J. L. Pike
 Attorney-in-Fact
 Unit Operator

By: [Signature]
 Date: [Signature]

ATTEST:
 Date: 12-20-71

By J. L. Pike
 Title ATTORNEY IN FACT
 Working Interest Owner in Tract 20

Date: February 1972

Mattie H. James
 Royalty Interest Owner in Tract 20
 Mattie H. James

STATE OF TEXAS X
 COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by J. L. PIKE, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires: _____

Emily Jones
 Notary Public
 EMILY JONES - Notary Public
 In and for the State of Texas
 My Commission Expires June 1, 1973

STATE OF Texas X
 COUNTY OF Midland X

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

 Notary Public

STATE OF New Mexico X
COUNTY OF Lea X

The foregoing instrument was acknowledged before me this 4th day of February, 1977, by Mattie H. James



S. J. Foreman
Notary Public

My Commission Expires:
Sept 29th 1978

that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in Revised Exhibit "B". The investment adjustment pursuant to Article 11 of the Unit Operating Agreement shall likewise become effective on the effective date as herein provided.

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

GULF OIL CORPORATION

ATTEST:

W. B. ...
Assistant Secretary
Date: 12-20-71

By J. L. Pike
Attorney-in-Fact
Unit Operator

ATTEST:

Date: _____
Date: _____

ATLANTIC RICHFIELD CO.
By A. J. ...
Title ATTORNEY IN FACT
Working Interest Owner in Tract _____
Edwin E. Manovill
Royalty Interest Owner in Tract 20
Edwin E. Manovill
Edwin E. Manovill
Wife of Edwin E. Manovill

STATE OF TEXAS X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by J. L. PIKE, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires: _____

Emily Jones
Notary Public
EMILY JONES - Notary Public
In and for the State of Texas
My Comm. Exp. 10/1/73

STATE OF _____ X
COUNTY OF _____ X

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

My Commission Expires: _____

Notary Public

STATE OF NEW YORK X

COUNTY OF SUFFOLK X

The foregoing instrument was acknowledged before me this 2nd day of FEBRUARY, 1972, by EDWIN AND CAROLYN MANSVILLE

MARY HANCOCK
Notary Public, State of New York
No. 52-12-1113
Qualified in Suffolk County
Commission Expires March 30, 1973

Mary Hancock
Notary Public

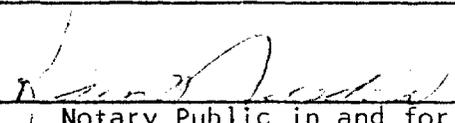
My Commission Expires:
3-30-73

STATE OF TEXAS X

COUNTY OF HARRIS X

The foregoing instrument was acknowledged before me this 7th day of February, 1972, by ROBERT S. MOEHLMAN, President of NEWMONT OIL COMPANY, a Delaware corporation, on behalf of said corporation.

KAY MASDEN
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973
bonded By Alexander Lovett, Lawyers Surety Corp.



Notary Public in and for
Harris County, Texas

My Commission Expires:

that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in Revised Exhibit "B". The investment adjustment pursuant to Article 11 of the Unit Operating Agreement shall likewise become effective on the effective date as herein provided.

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

GULF OIL CORPORATION

ATTEST:
my 13 m only
 Assistant Secretary
 Date: 12-20-71

By [Signature]
 Attorney-in-Fact
 Unit Operator

ATTEST:

 Date: 1-5-72

 Date: _____

ATLANTIC RICHFIELD CO.
 By A. J. Smith
 Title ATTORNEY IN FACT
 Working Interest Owner in Tract _____
Fay R. Power
 Royalty Interest Owner in Tract 20
 Fay R. Power

STATE OF TEXAS X
 COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by J. L. PIKE, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires: _____

Emily Jones
 Notary Public
 EMILY JONES - Notary Public
 In and for the State of Texas
 My Commission Expires 1, 1973

STATE OF Texas X
 COUNTY OF Midland X

The foregoing instrument was acknowledged before me this 14 day of December, 1971, by _____ of _____, a _____ corporation, on behalf of said corporation.

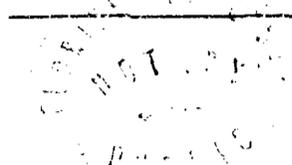
My Commission Expires: _____

[Signature]
 Notary Public

STATE OF New Mexico *l*

COUNTY OF Lea *l*

The foregoing instrument was acknowledged before me this 27th day of
January, 19 72, by Fay R. Power, a widow



Thomas Henderson
Notary Public

My Commission Expires:
1-27-73

that the enlargement has been approved

- (a) By the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in Revised Exhibit "B". The investment adjustment pursuant to Article 11 of the Unit Operating Agreement shall likewise become effective on the effective date as herein provided.

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

GULF OIL CORPORATION

ATTEST:
S. A. Wells
 Assistant Secretary
 Date: 12-20-71

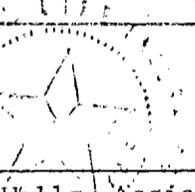
By *J. L. Pike*
 Attorney-in-Fact
 Unit Operator

ATTEST:
 Date: 1-5-72

By *A. J. Smith*
 Title ATTORNEY IN FACT
 Working Interest Owner in Tract: 10

Date: Feb. 4, 1972

Royalty Interest Owner in Tract 20
 Republic National Life Insurance Company

ATTEST:

 S. A. Wells, Assistant Secretary
 STATE OF TEXAS X
 COUNTY OF MIDLAND X

By: *W. F. Weisbruch*
 W. F. Weisbruch, Vice President

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by J. L. PIKE, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires:
 STATE OF Texas X
 COUNTY OF Midland X

Emily Jones
 Notary Public
 EMILY JONES - Notary Public
 In and for the State of Texas
 My Comm. Exp. Date: 1, 1973

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Emily Jones
Notary Public

that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in Revised Exhibit "B". The investment adjustment pursuant to Article 11 of the Unit Operating Agreement shall likewise become effective on the effective date as herein provided.

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

GULF OIL CORPORATION

ATTEST:

in B in copy
Assistant Secretary
Date: 12-20-71

By [Signature]
Attorney-in-Fact
Unit Operator

Book 302 Page 145

ATTEST:

Date: 12-27-71

By [Signature]
Title ATTORNEY IN FACT
Working Interest Owner in Tract 20

ATLANTIC REFINED CO.

Date: January 27, 1972

Royalty Interest Owner in Tract 20
Sabine Royalty Corporation

ATTEST:

[Signature]
Secretary

By: [Signature]
President

STATE OF TEXAS
COUNTY OF MIDLAND

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by J. L. PIKE, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires: _____

Emily Jones
Notary Public
EMILY JONES - Notary Public
In and for the State of Texas
My Commission Expires June 1, 1973

STATE OF Texas
COUNTY OF Midland

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

[Signature]
Notary Public

that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in Revised Exhibit "B". The investment adjustment pursuant to Article 11 of the Unit Operating Agreement shall likewise become effective on the effective date as herein provided.

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

GULF OIL CORPORATION

ATTEST:
in 13 on only
 Assistant Secretary
 Date: 12-20-71

By [Signature]
 Attorney-in-Fact
 Unit Operator

By [Signature]
 Unit Operator

ATTEST:

 Date: 12-20-71

By [Signature]
 ATLANTIC RICHFIELD CO.
 Title Attorney in Fact
 Working Interest Owner in Tract

Date: _____
 ATTEST:

 Secretary

Royalty Interest Owner in Tract 20
 Samadan Oil Corporation
 By: [Signature]
 Vice-President

STATE OF TEXAS
 COUNTY OF MIDLAND

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by J. L. PIKE, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires: _____

[Signature]
 Notary Public
 EMILY JONES - Notary Public
 In and for the State of Texas
 My Comm. Expires June 1, 1973

STATE OF Texas
 COUNTY OF Midland

The foregoing instrument was acknowledged before me this 20th day of December, 1971, by _____ of _____, a _____ corporation, on behalf of said corporation.

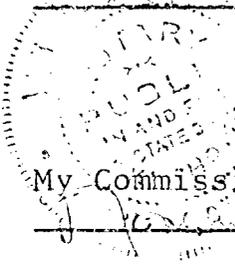
My Commission Expires: _____

[Signature]
 Notary Public

STATE OF Oklahoma X
COUNTY OF Carter X

The foregoing instrument was acknowledged before me this 17th day of December, 1972, by Thomas C. Dike President of Samuelson Oil Corporation.

Ann Singleton
Notary Public



My Commission Expires:
January 15, 1974

but the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in Revised Exhibit "B". The investment adjustment pursuant to Article 11 of the Unit Operating Agreement shall likewise become effective on the effective date as herein provided.

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

GULF OIL CORPORATION

ATTEST:
13
 Assistant Secretary
 Date: 12-26-71

By J. L. Pike
 Attorney-in-Fact
 Unit Operator

ATTEST:
 Date: 12-26-71
 Date: _____

ATLANTIC RICHFIELD CO.
 By J. L. Smith
 Title ATTORNEY IN FACT
 Working Interest Owner in Tract _____
Smith Spradling
 Royalty Interest Owner in Tract 20
 Smith Spradling
Wife of Smith Spradling

STATE OF TEXAS
 COUNTY OF MIDLAND

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by J. L. PIKE, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires: _____

Emily Jones
 Notary Public
 EMILY JONES - Notary Public
 In and for the State of Texas
 My Commission Expires 1, 1973

STATE OF Texas
 COUNTY OF Midland

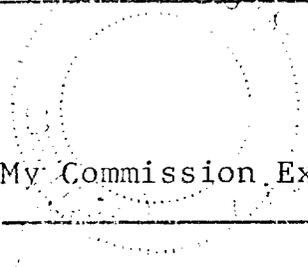
The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF Texas X
COUNTY OF Tarrant X

The foregoing instrument was acknowledged before me this 12 day of February, 1972, by _____



Notary Public

My Commission Expires: _____

that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in Revised Exhibit "B". The investment adjustment pursuant to Article 11 of the Unit Operating Agreement shall likewise become effective on the effective date as herein provided.

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

GULF OIL CORPORATION

ATTEST:
M. B. Moody
 Assistant Secretary
 Date: 12-20-71

J. L. Pike
 By _____
 Attorney-in-Fact
 Unit Operator

ATTEST:

 Date: 1-27-72

ATLANTIC RICHFIELD CO.
 By *J. L. Pike*
 Title ATTORNEY IN FACT
 Working Interest Owner in Tract _____

Date: 1-27-72

M. E. Tate
 Royalty Interest Owner in Tract 20
 M. E. Tate
Inez Tate
 Inez Tate

STATE OF TEXAS *X*
 COUNTY OF MIDLAND *X*

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by J. L. PIKE, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires: _____

Emily Jones
 Notary Public
 EMILY JONES - Notary Public
 In and for the State of Texas
 My Commission Expires 1, 19 73

STATE OF Texas *X*
 COUNTY OF Midland *X*

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Emily Jones
 Notary Public

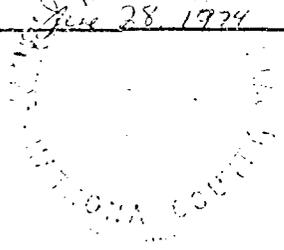
STATE OF Wyoming X

COUNTY OF NATRONA X

The foregoing instrument was acknowledged before me this 28th day of January, 1972, by M. E. TATE & JANE TATE

James L. Withers
Notary Public

My Commission Expires:
June 28, 1974



that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in Revised Exhibit "B". The investment adjustment pursuant to Article 11 of the Unit Operating Agreement shall likewise become effective on the effective date as herein provided.

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

GULF OIL CORPORATION

ATTEST:
on 13th day of
 Assistant Secretary
 Date: 12-20-71

By [Signature]
 Attorney-in-Fact
 Unit Operator

ATTEST:
 Date: 12-20-71
 Date:

ATLANTIC RESEARCH CO.
 By [Signature]
 Title ATTORNEY IN FACT
 Working Interest Owner in Tract
[Signature]
 Royalty Interest Owner in Tract 20
 David Elliott Turner
[Signature]
 Wife of David Elliott Turner

STATE OF TEXAS X
 COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by J. L. PIKE, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires:

[Signature]
 Notary Public
 EMILY JONES - Notary Public
 In and for the State of Texas
 My Commission Expires 1, 1973

STATE OF Texas X
 COUNTY OF Midland X

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by J. L. PIKE of Gulf Oil Corporation, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires:

[Signature]
 Notary Public

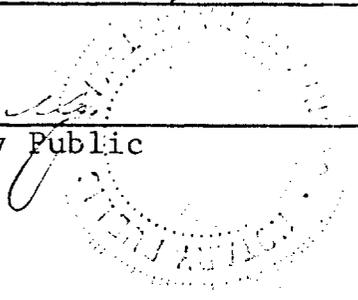
STATE OF Illinois X

COUNTY OF Franklin X

The foregoing instrument was acknowledged before me this 15th day of February, 1972, by W. Leeley Donaldson

[Signature]

Notary Public



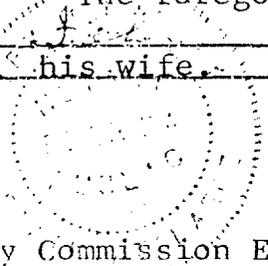
My Commission Expires:

1 Jan 73

STATE OF Fla. X

COUNTY OF Leon X

The foregoing instrument was acknowledged before me this 13 day of Feb., 1972, by Eugene Allan Turner and Arlene Turner,
his wife.



Raul M. Radey
Notary Public

My Commission Expires:
Notary Public, State of Florida, Leon County
My Commission Expires Feb. 12, 1973
Bonded by American Fire & Casualty Co.

that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in Revised Exhibit "B". The investment adjustment pursuant to Article 11 of the Unit Operating Agreement shall likewise become effective on the effective date as herein provided.

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

GULF OIL CORPORATION

ATTEST:

in B. ...
Assistant Secretary
Date: 12-20-71

By [Signature]
Attorney-in-Fact
Unit Operator

Boys ...
Use ...

ATTEST:

...
Date: 1-8-72

ATLANTIC RICHFIELD CO.
By [Signature]
Title ATTORNEY IN FACT
Working Interest Owner in Tract



Date: 1-3-72

[Signature]
Royalty Interest Owner in Tract 20
Jane Johnson Wilson

STATE OF TEXAS X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by J. L. PIKE, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires: _____

[Signature]
Notary Public
EMERIE JONES - Notary Public
In and for the State of TEXAS
My Commission Expires 1, 1973

STATE OF TX X
COUNTY OF Midland X

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

My Commission Expires: _____

[Signature]
Notary Public

that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in Revised Exhibit "B". The investment adjustment pursuant to Article 11 of the Unit Operating Agreement shall likewise become effective on the effective date as herein provided.

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

GULF OIL CORPORATION

ATTEST:
13 March
 Assistant Secretary
 Date: 12-20-71

By J. L. Pike
 Attorney-in-Fact
 Unit Operator

ATTEST:

 Date: 4-5-72

 Date: _____

ATLANTIC RICHFIELD CO.
 By A. J. Smith
 Title ATTORNEY IN FACT
 Working Interest Owner in Tract _____
Estella E. Withers
 Royalty Interest Owner in Tract 20
 Estella E. Withers

STATE OF TEXAS X
 COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by J. L. PIKE, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires: _____

Emily Jones
 Notary Public
 EMILY JONES - Notary Public
 In and for the State of Texas
 My Commission Expires June 1, 1973

STATE OF Texas X
 COUNTY OF Midland X

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Emily Jones
 Notary Public

that the enlargement has been approved

- (a) by the New Mexico Oil Conservation Commission;
- (b) by the Commissioner of Public Lands for the State of New Mexico;
- (c) by the Working and Royalty Interest Owners of Tract Nos. 10, 20 and 21, or as many of them as are required under Article 9 of the Unit Agreement for the effective commitment of each tract.

From and after the effective date hereof the participation in Unit Production shall be as shown in Revised Exhibit "B". The investment adjustment pursuant to Article 11 of the Unit Operating Agreement shall likewise become effective on the effective date as herein provided.

IN WITNESS WHEREOF this instrument, or a counterpart hereof, has been executed by the respective parties hereto on the date or dates set opposite each party's execution, it being understood and agreed that all counterpart executions shall have the same force and effect as if all parties had signed a single instrument.

GULF OIL CORPORATION

ATTEST:
Jan 13 2007
 Assistant Secretary ✓
 Date: 12-20-71

By J. L. Pike
 Attorney-in-Fact
 Unit Operator

ATTEST:
 Date: 1-5-72

ATLANTIC RICHFIELD CO.
 By A. J. Smith
 Title ATTORNEY IN FACT
 Working Interest Owner in Tract

Date:
 ATTEST:

Royalty Interest Owner in Tract 21
 Humble Oil & Refining Company
 By: [Signature] Approved
 Agent and Attorney in Fact

STATE OF TEXAS X
 COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by J. L. PIKE, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires:

Emily Jones
 Notary Public
 EMILY JONES - Notary Public
 In and for the State of TEXAS
 My Comm. Exp. Date 1, 19 73

STATE OF Texas X
 COUNTY OF Midland X

The foregoing instrument was acknowledged before me this 20 day of December, 1971, by J. L. PIKE of Gulf Oil Corporation, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires:

[Signature]
 Notary Public

STATE OF TEXAS X

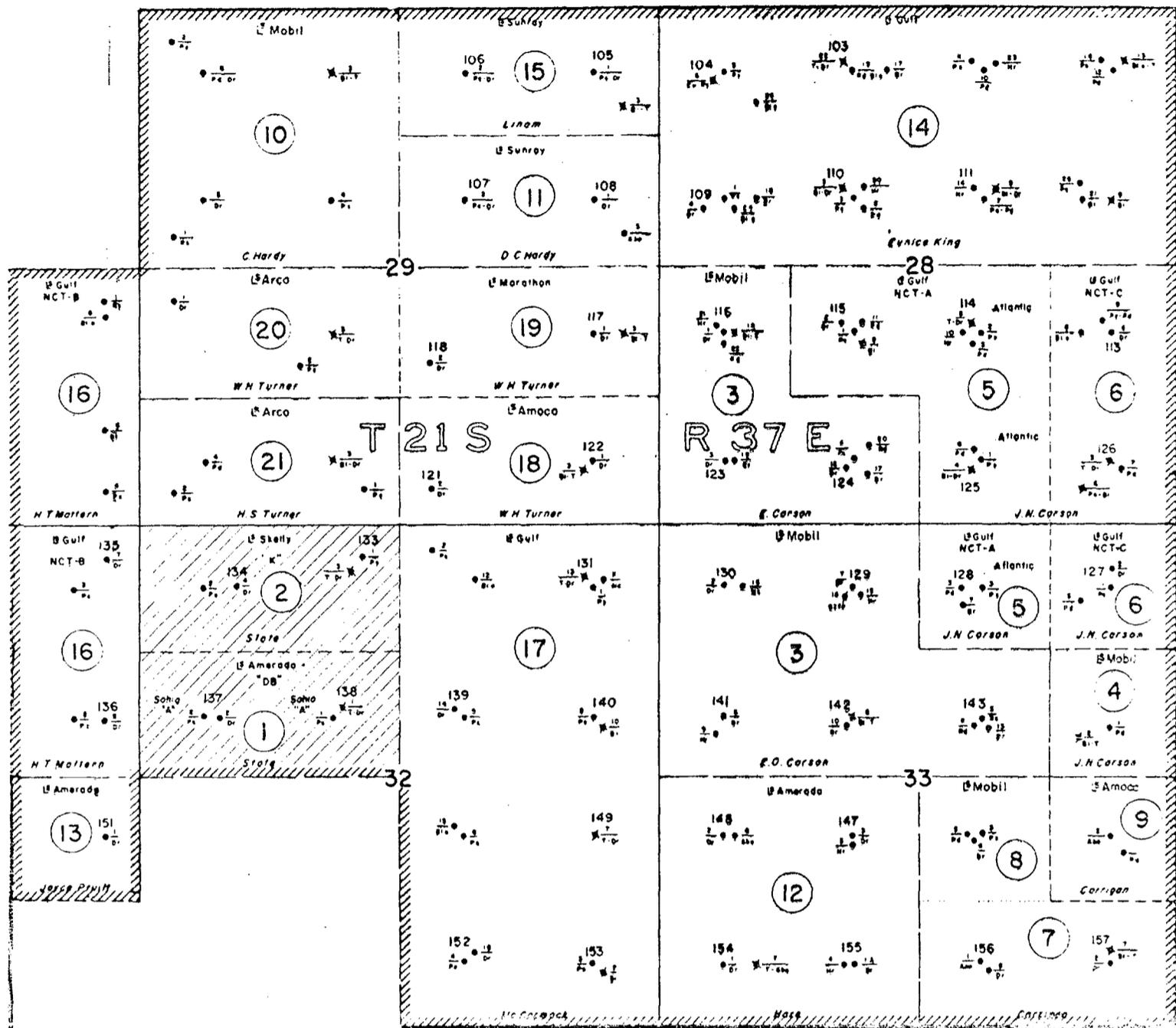
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 24th day of February, 19 72, by L. H. Byrd, Agent and Attorney in Fact of HUMBLE OIL & REFINING COMPANY, a Delaware corporation, on behalf of said corporation.



Jaye H. Davis
Notary Public

My Commission Expires:
June 1, 1973



Revised Exhibit A
 CENTRAL DRINKARD UNIT
 Lea County, New Mexico

- LEGEND -

-  Unit Boundary
-  Tract Number
-  State Lease
-  Fee Lease

REVISED EXHIBIT "B" - (FIRST REVISION)

CENTRAL DRINKARD UNIT
LEA COUNTY, NEW MEXICO

TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	SERIAL NO. AND LEASE DATE	WORKING INTEREST OWNER AND PERCENTAGE	PER CENT PARTICIPATION OF TRACT IN UNIT	
				PHASE I-A	PHASE II-A
1	S/2 NW/4 Sec. 32-21S-37E (80.00 acres)	B-85 (State) 7-23-31	Amerada Petroleum Corp. 100.0000%	3.1709	3.1434
2	N/2 NW/4 Sec. 32-21S-37E (80.00 acres)	B-1327 (State) 11-16-32	Skelly Oil Company 100.0000%	4.1948	4.1585
3	NW/4 SW/4, S/2 SW/4 Sec. 28; NW/4, SW/4 NE/4 Sec. 33-21S-37E (320.00 acres)	Fee Lease 6-2-34	Mobil Oil Company 100.0000%	10.5682	10.4766
4	SE/4 NE/4 Sec. 33-21S-37E, Less 1 square acre out of southeast corner thereof (40.00 acres)	Fee Lease 2-25-29	Mobil Oil Company 100.0000%	1.3664	1.3545
5	NE/4 SW/4, W/2 SE/4 Sec. 28; NW/4 NE/4 Sec. 33-21S-37E (160.00 acres)	Fee Lease 10-9-35	Gulf Oil Corporation 100.0000%	6.7609	6.7024
6	E/2 SE/4 Sec. 28; NE/4 NE/4 Sec. 33-21S-37E (120.00 acres)	Fee Lease 10-9-35	Gulf Oil Corporation 100.0000%	3.8514	3.8181
7	S/2 SE/4 Sec. 33-21S-37E (80.00 acres)	Fee Lease 9-26-34	Mobil Oil Company 100.0000%	2.2609	2.2414
8	NW/4 SE/4 Sec. 33-21S-37E (40.00 acres)	Fee Lease 9-26-34	Mobil Oil Company 100.0000%	0.7423	0.7359
9	NE/4 SE/4 Sec. 33-21S-37E (40.00 acres)	Fee Lease 1-7-40	Amoco Production Company 100.0000%	0.6866	0.6807

REVISED EXHIBIT "B" - (FIRST REVISION)
CENTRAL DRINKARD UNIT - LEA COUNTY, NEW MEXICO

TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	SERIAL NO. AND LEASE DATE	WORKING INTEREST OWNER AND PERCENTAGE	PER CENT PARTICIPATION OF TRACT IN UNIT		
				PHASE I-A	PHASE II-A	
10	NW/4 Sec. 29-21S-37E (160.00 acres)	Fee Lease 8-22-34	Mobil Oil Company	62.5000%	4.1129	4.2978
			General American Oil Co. of Texas	24.7184%	1.6266	1.6998
			General Crude Oil Co.	12.5000%	0.8226	0.8596
			Georgia A. Stieren, Indp. Ex. of Est. of Jack Stieren, Decd. Royalty Roundup, Inc. Total	0.2602% 0.0214% 100.0000%	0.0171 0.0014 6.5806	0.0179 0.0014 6.8765
11	S/2 NE/4 Sec. 29-21S-37E (80.00 acres)	Fee Lease 4-12-26	Sun Oil Company	100.0000%	3.9705	3.9361
12	SW/4 Sec. 33-21S-37E (160.00 acres)	Fee Lease 9-26-34 10-25-34 10-29-34 10-30-34 11-28-34	Amerada Petroleum Corp.	100.0000%	5.8058	5.7555
			Amerada Petroleum Corp.	75.0000%	1.7454	1.7303
			William Fleming Est. Mercantile-Safe Deposit & Trust Co., et al, Trustees, Trusts U/D Donaldson Brown	12.5000%	0.2909	0.2884
			Sohio Petroleum Co. Total	4.1667% 8.3333% 100.0000%	0.0969 0.1940 2.3272	0.0961 0.1923 2.3071
			Gulf Oil Corporation	100.0000%	15.2084	15.0767
			Sun Oil Company Mobil Oil Company Total	62.5000% 37.5000% 100.0000%	2.8674 1.7204 4.5878	2.8426 1.7055 4.5481
14	N/2 Sec. 28-21S-37E (320.00 acres)	Fee Lease 5-24-26	Gulf Oil Corporation	100.0000%	15.2084	15.0767
			Sun Oil Company Mobil Oil Company Total	62.5000% 37.5000% 100.0000%	2.8674 1.7204 4.5878	2.8426 1.7055 4.5481
15	N/2 NE/4 Sec. 29-21S-37E (80.00 acres)	Fee Lease 8-23-46	Sun Oil Company	62.5000%	2.8674	2.8426
			Mobil Oil Company	37.5000%	1.7204	1.7055
			Total	100.0000%	4.5878	4.5481

TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	SERIAL NO. AND LEASE DATE	WORKING INTEREST OWNER AND PERCENTAGE		PER CENT PARTICIPATION OF TRACT IN UNIT	
			OWNER	PERCENTAGE	PHASE I-A	PHASE II-A
16	E/2 SE/4 Sec. 30; E/2 NE/4 Sec. 31-21S- 37E (160.00 acres)	Fee Lease 9-22-28	Gulf Oil Corporation	100.0000%	2.6949	2.6716
17	E/2 Sec. 32-21S-37E (320.00 acres)	Fee Lease 5-3-26	Gulf Oil Corporation	100.0000%	11.3257	11.2277
18	S/2 SE/4 Sec. 29-21S- 37E (80.00 acres)	Fee Lease 4-13-26	Amoco Production Company	100.0000%	3.6551	3.6235
19	N/2 SE/4 Sec. 29-21S- 37E (80.00 acres)	Fee Lease 4-13-26	Marathon Oil Company	100.0000%	3.2624	3.2342
20	N/2 SW/4 Sec. 29-21S- 37E (80.00 acres)	Fee Lease 10-3-35	Atlantic Richfield Co.	100.0000%	5.9159	4.4397
21	S/2 SW/4 Sec. 29-21S- 37E (80.00 acres)	Fee Lease 10-22-35	Atlantic Richfield Co.	100.0000%	1.0633	2.9918
STATE LANDS			160.00 Acres		6.1538%	
FEE LANDS			<u>2,440.00 Acres</u>		<u>93.8462%</u>	
TOTAL			2,600.00 Acres		100.0000%	

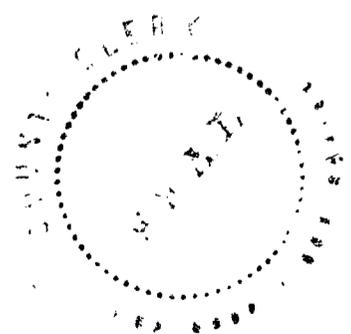
REVISED EXHIBIT "C"
(FIRST REVISION)
CENTRAL DRINKARD UNIT
LEA COUNTY, NEW MEXICO

Owner	Percentage Participation	
	Primary Phase	Secondary Phase
AMERADA PETROLEUM CORPORATION 1, 12, 13	10.7221	10.6292
AMOCO PRODUCTION COMPANY 9, 18	4.3417	4.3042
ATLANTIC RICHFIELD COMPANY 20, 21	6.9792	7.4315
WILLIAM FLEMING ESTATE 13	0.2909	0.2884
GENERAL AMERICAN OIL COMPANY OF TEXAS 10	1.6266	1.6998
GENERAL CRUDE OIL COMPANY 10	0.8226	0.8596
GULF OIL CORPORATION 5, 6, 14, 16, 17	39.8413	39.4965
MARATHON OIL COMPANY 19	3.2624	3.2342
MERCANTILE-SAFE DEPOSIT & TRUST CO., ET-AL, TRUSTEES, TRUSTS U/D DONALDSON BROWN 13	0.0969	0.0961
MOBIL OIL COMPANY 3, 4, 7, 8, 10, 15	20.7711	20.8117
ROYALTY ROUNDUP, INC. 10	0.0014	0.0014
SKELLY OIL COMPANY 2	4.1948	4.1585
GEORGIA A. STIEREN, INDP. EX. OF EST. OF JACK STIEREN, DECD. 10	0.0171	0.0179
SOHIO PETROLEUM COMPANY 13	0.1940	0.1923
SUN OIL COMPANY 11, 15	6.8379	6.7787
TOTAL	100.0000	100.0000

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

FEB 29 1972

at 2:10 o'clock P M
and Recorded in Book 302
Page 75
JANE RICE SMITH, County Clerk
By D. G. Gage Deputy



12757

UNIT AGREEMENT
CENTRAL DRINKARD UNIT
LEA COUNTY, NEW MEXICO

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UNIT AGREEMENT
CENTRAL DRINKARD UNIT
LEA COUNTY, NEW MEXICO

This Agreement entered into as of the 1st day of January, 1965, by the parties who have signed the original of this instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions hereof;

W I T N E S S E T H :

WHEREAS, in the interest of the public welfare and to promote conservation and increase the ultimate recovery of oil, gas and associated minerals from a portion of the Drinkard Field in Lea County, State of New Mexico, and to protect the rights of the owners of interests therein, it is deemed necessary and desirable to enter into this agreement to unitize the oil and gas rights in and to the Unitized Formation in order to conduct a secondary recovery, pressure maintenance, or other recovery program as herein provided; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, hereinafter referred to as "Commissioner", is authorized by law (Volume 2, Chapter 7, Article 11, New Mexico Statutes 1953 Annotated) to consent to or approve this agreement on behalf of the State of New Mexico insofar as it covers and includes lands and mineral interests of the State of New Mexico and by approval hereof to amend all oil and gas leases embracing State lands committed hereto so that the length of the terms of said leases will coincide with the term of this agreement; and

WHEREAS, the Oil Conservation Commission of the State of New Mexico, hereinafter referred to as "Commission" is authorized by law (Volume 9, Part 2, Chapter 65, Article 3, New Mexico Statutes 1953 Annotated) to approve this agreement and the conservation provisions hereof.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, it is agreed as follows:

ARTICLE 1
DEFINITIONS

As used in this agreement, the terms herein contained shall have the following meaning:

1.1 Unit Area means the lands shown on Exhibit A and described by tracts in Exhibit B as to which this agreement becomes effective or to which it may be extended as herein provided.

1.2 Unitized Formation means that subsurface portion of the unit area to which this agreement becomes effective, commonly known and described as follows:

That portion of the Tubb formation which was encountered in the drilling of Gulf Oil Corporation's J. N. Carson (NCT-A) Well No. 7 between the depths of 6,440 feet and 6,590 feet which said well is situated 810 feet from the North line and 2,180 feet from the East line of Section 33, Township 21 South, Range 37 East, N.M.P.M., Lea County, New Mexico.

1.3 Unitized Substances means all oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate, and all associated and constituent liquid or liquefiable hydrocarbons within or produced from the unitized formation.

1.4 Working Interest means an interest in unitized substances by virtue of a lease, operating agreement, fee title or otherwise, including a carried interest, which interest is chargeable with and obligated to pay or bear, either in cash or out of production or otherwise, all or a portion of the cost of drilling, developing, producing, and operating the unitized formation. Any interest in unitized substances which is a working interest as of the date the owner thereof executes or ratifies this agreement shall thereafter be treated as a working interest for all purposes of this agreement. The oil and gas rights that are free of lease or other instrument conveying the working interest to another shall be regarded as a working interest to the extent of seven-eighths (7/8) interest in unitized substances, and as a royalty interest with respect to the remaining one-eighth (1/8) interest therein.

1.5 Working Interest Owner means a party hereto who owns a working interest.

1.6 Royalty Interest means a right to or interest in any portion of the unitized substances or proceeds thereof other than a working interest.

1.7 Royalty Owner means a party hereto who owns a royalty interest.

1.8 Tract means a parcel of land described as such and given a tract number in Exhibit B.

1.9 Unit Operating Agreement means that agreement which is entered into by working interest owners of the same effective date as the effective date of this agreement. If there is any conflict between the Unit Operating Agreement and the Unit Agreement the provisions of the Unit Agreement shall control.

1.10 Unit Operator means the working interest owner designated hereunder to develop and operate the unitized formation, acting as operator and not as a working interest owner.

1.11 Tract Participation means the percentage shown on Exhibit B for allocating unitized substances to a tract under this agreement.

1.12 Unit Participation of each working interest owner means the sum of the percentages obtained by multiplying the working interest of such working interest owner in each tract by the tract participation of such tract.

1.13 Oil and Gas Rights means the right to explore, develop, and operate lands within the unit area for the production of unitized substances, or to share in the production so obtained or the proceeds thereof.

1.14 Unit Operations means all operations conducted by working interest owners or unit operator pursuant to this agreement and the Unit Operating Agreement for or on account of the development and operations of the unitized formation for the production of unitized substances.

1.15 Unit Equipment means all personal property, lease and well equipment, plants, and other facilities and equipment taken over or otherwise acquired for the joint account for use in unit operations.

1.16 Unit Expense means all cost, expense, or indebtedness incurred by working interest owners or unit operator pursuant to this agreement and the Unit Operating Agreement for or on account of unit operations.

1.17 Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural include the singular, and the neuter gender include the masculine and the feminine.

ARTICLE 2

EXHIBITS

2.1 Exhibits. Attached hereto are the following exhibits which are incorporated herein by reference:

2.1.1 Exhibit A which is a map that shows the boundary lines of the unit area and the tracts therein.

2.1.2 Exhibit B, which is a schedule that describes each tract in the unit area and shows its tract participations.

2.2 Reference to Exhibits. When reference herein is made to an exhibit, the reference is to the exhibit as originally attached or, if revised, to the latest revision.

2.3 Exhibits Considered Correct. An exhibit shall be considered to be correct until revised as herein provided.

2.4 Correcting Errors. The shapes and descriptions of the respective tracts have been established by using the best information available. If it subsequently appears that any tract, because of diverse royalty or working interest ownership on the effective date hereof, should be divided into more than one tract, or that any mechanical miscalculation has been made, unit operator, with the approval of working interest owners and the Commissioner, may correct the mistake by revising the exhibits to conform to the facts. The revision shall not include any re-evaluation of engineering or geological interpretations used in determining tract participation. Each such revision of an exhibit shall be effective at 7:00 a.m. on the first day of the calendar month next following the filing for record of the revised exhibit or on such other date as may be determined by working interest owners and set forth in the revised exhibit.

2.5 Filing Revised Exhibits. If an exhibit is revised pursuant to this agreement, unit operator shall certify and file two copies of the revised exhibit with the Commissioner, and one copy with the Commission and a copy for record with the County Clerk of the county wherein the lands are located.

ARTICLE 3

CREATION AND EFFECT OF UNIT

3.1 Oil and Gas Rights Unitized. Subject to the provisions of this agreement, all oil and gas rights of royalty owners in and to the lands described in Exhibit B, and all oil and gas rights of working interest owners in and to said lands, are hereby unitized insofar as the respective oil and gas rights pertain to the unitized formation, so that operations may be conducted as if the unitized formation had been included

in a single lease executed by all royalty owners, as lessors, in favor of all working interest owners, as lessees, and as if the lease had been subject to all of the provisions of this agreement.

3.2 Personal Property Excepted. All lease and well equipment, materials, and other facilities heretofore or hereafter placed by any of the working interest owners on the lands covered hereby shall be deemed to be and shall remain personal property belonging to and may be removed by the working interest owners. The rights and interests therein as among working interest owners are covered by the Unit Operating Agreement.

3.3 Amendment of Leases and Other Agreements. The provisions of the various leases, agreements, division and transfer orders, or other instruments covering the respective tracts or the production therefrom are amended to the extent necessary to make them conform to the provisions of this agreement, but otherwise shall remain in effect.

3.4 Continuation of Leases and Term Royalties. Unit Operations conducted on any part of the unit area shall be considered with respect to leases and terms royalties as follows:

3.4.1 Operations, including drilling operations, conducted with respect to the unitized formation on any part of the unit area, or production from any part of the unitized formation, except for the purpose of determining payments to royalty owners, shall be considered as operations upon or production from each tract, and such operations or production shall continue in effect each lease or term royalty interest as to all lands covered thereby just as if such operations had been conducted and a well had been drilled on and was producing from each tract.

3.4.2 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.

3.4.3 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 that portion not committed, and the terms of such lease shall apply separately as to such segregated portions commencing

as of the effective date hereof. 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 land committed hereto shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease (whether within or without the Unit Area), (i) if, and for so long as oil or gas is capable of being produced in paying quantities from some part of the lands embraced in such lease committed to this agreement; or (ii) if, and for so long as some part of the lands embraced in such State lease are allocated Unitized Substances; or (iii) 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 therein and for 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 the lands embraced therein, as provided in (i) and (ii) above.

3.5 Titles Unaffected by Unitization. Nothing herein shall be construed to result in the transfer of title to the oil and gas rights or personal property on the respective leasehold interests by any party hereto to any other party or to unit operator. The intention is to provide for the cooperative development and operation of the tracts and for the allocation of unitized substances as herein provided.

3.6 Injection Rights. Working interest owners shall have the rights to inject into the unitized formation any substances in whatever amounts working interest owners deem expedient for unit operations, including the right to drill and maintain injection wells on the unit area and to use for such purposes producing or abandoned oil or gas wells or wells that have never been produced.

ARTICLE 4

PLAN OF OPERATIONS

4.1 Unit Operator. Gulf Oil Corporation is hereby designated as the unit operator and by signing this instrument as unit operator agrees and consents to accept the duties and obligations of unit operator for the

operation and development of the unitized formation for the production of unitized substances as herein provided. Whenever reference is made herein to unit operator such reference means the unit operator acting in that capacity and not as an owner of an interest in unitized substances, and the term working interest owner when used herein shall include or refer to the unit operator as the owner of a working interest when such an interest is owned by the unit operator.

4.2 Successor Unit Operator. Upon the resignation or removal of a unit operator, a successor unit operator shall be selected by working interest owners. If the unit operator that is removed fails to vote or votes only to succeed itself, the successor unit operator may be selected by the affirmative vote of at least seventy-five percent (75%) of the voting interest remaining after excluding the voting interest of the unit operator that was removed. A unit operator so selected shall accept in writing the duties and responsibilities of unit operator and the selection and acceptance shall be subject to the approval by the Commissioner. If no unit operator is selected and qualified as herein provided the Commissioner at his election shall declare this Unit Agreement terminated.

4.3 Operating Methods. To the end that the quantity of unitized substances ultimately recoverable may be increased and waste prevented, working interest owners shall, with diligence and in accordance with good engineering and production practices, engage in methods of operation of the unit area which from time to time will in their judgment be conducive to that end within practicable economic limits, including water flooding operations and such other pressure maintenance, repressuring and secondary recovery operations as may be deemed by them to be necessary or proper to achieve that end.

4.4 Change of Operating Methods. Nothing herein shall prevent working interest owners from discontinuing or changing in whole or in part any method of operations which, in their opinion, is no longer in accord with good engineering or production practices. Other methods of operation may be conducted or changes may be made by working interest owners from time to time if determined by them to be feasible, necessary, or desirable to increase the ultimate recovery of unitized substances.

ARTICLE 5

TRACT PARTICIPATION

5.1 Tract Participation. The tract participation of each tract is shown in Exhibit B. Upon the effective date hereof, the tract participation for each tract shall be the primary phase participation until there has been produced subsequent to January 1, 1964 from the unitized formation underlying the unit area as initially shown on Exhibit A a total volume of oil of six hundred forty seven thousand three hundred and sixty four (647,364) barrels and until 7:00 a.m. on the first day of the calendar month next following the month in which such total oil production is reached. If less than all tracts are qualified on the effective date hereof the 647,364 barrels of remaining primary shall be reduced proportionately. Thereafter the tract participation of each tract shall be the secondary phase participation for such tract shown in Exhibit B. The primary and secondary phase participations shown in Exhibit B were determined in accordance with the following formulas:

5.1.1 Primary Participation formula:

Total Tract Remaining Primary Reserves Subsequent to January 1, 1964	
<hr/>	
Total Unit Area Remaining Primary Reserves Subsequent to January 1, 1964	X 50

Plus

Total Tract Producing Revenue for the six (6) months prior to January, 1964	
<hr/>	
Total Unit Area Producing Revenue for the six (6) months prior to January, 1964	X 50

= tract primary phase participation percentage

5.1.2 Secondary Participation formula:

Total Tract Ultimate Primary Reserves	
<hr/>	
Total Unit Area Ultimate Primary Reserves	X 100

= tract secondary phase participation percentage

5.2 Relative Tract Participations. If the unit area is enlarged or reduced, the revised tract participations of the tracts remaining in the unit area and which were within the unit area prior to the enlargement or reduction shall remain in the same ratio one to another.

ARTICLE 6

ALLOCATION OF UNITIZED SUBSTANCES

6.1 Allocation to Tracts. All unitized substances produced and saved shall be allocated to the several tracts in accordance with the respective tract participations effective during the period that the

unitized substances were produced. The amount of unitized substances allocated to each tract, regardless of whether it is more or less than the actual production of unitized substances from the well or wells, if any, on such tract, shall be deemed for all purposes to have been produced from such tract.

6.2 Distribution Within Tracts. The unitized substances allocated to each tract shall be distributed among, or accounted for to, the parties entitled to share in the production from such tract in the same manner, in the same proportions, and upon the same conditions as they would have participated and shared in the production from such tract, or in the proceeds thereof, had this agreement not been entered into, and with the same legal effect. If any oil and gas rights in a tract are now or hereafter become divided and owned in severalty as to different parts of the tract, the owners of the divided interest, in the absence of an agreement providing for a different division, shall share in the unitized substances allocated to the tract, or in the proceeds thereof, in proportion to the surface acreage of their respective parts of the tract.

6.3 Taking Unitized Substances in Kind. The unitized substances allocated to each tract shall be delivered in kind to the respective parties entitled thereto by virtue of the ownership of oil and gas rights therein or by purchase from such owners. Such parties shall have the right to construct, maintain, and operate within the unit area all necessary facilities for that purpose, provided that they are so constructed, maintained, and operated as not to interfere with the unit operations. Any extra expenditures incurred by unit operator by reason of the delivery in kind of any portion of the unitized substances shall be borne by the receiving party. If a royalty owner has the right to take in kind a share of unitized substances and fails to do so, the working interest owner whose working interest is subject to such royalty interest shall be entitled to take in kind such share of the unitized substances.

6.4 Failure to Take in Kind. If any party fails to take in kind or separately dispose of its share of unitized substances, unit operator shall have the right for the time being and subject to revocation at will by the party owning the share, to purchase for its own account or sell to others such share at not less than the average market price for all

sales from the unitized formation; provided that, all contracts of sale by unit operator of any other party's share of unitized substances shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the circumstances, but in no event shall any such contract be for a period in excess of one year. The proceeds of the unitized substances so disposed of by unit operator shall be paid to a payee who shall distribute such proceeds to the parties entitled thereto, such payee being the working interest owners of each affected tract or a party designated by such working interest owners under an agreement between such party and such working interest owners. If, under the provisions of this paragraph, unit operator contracts to sell in interstate commerce any gas not taken in kind or separately disposed of by the owning party, unit operator shall give such owning party ninety (90) days' notice of such sale.

6.5 Responsibility for Royalty Settlements. Any party receiving in kind or separately disposing of all or part of the unitized substances allocated to any tract or receiving the proceeds therefrom shall be responsible for the payment thereof to the persons entitled thereto, and shall indemnify all parties hereto, including unit operator, against any liability for all royalties, overriding royalties, production payments, and all other payments chargeable against or payable out of such unitized substances or the proceeds therefrom.

ARTICLE 7

PRODUCTION AS OF THE EFFECTIVE DATE

7.1 Oil in Lease Tanks. Unit Operator shall gauge all lease and other tanks within the unit area to ascertain the amount of merchantable oil produced from the unitized formation in such tanks, above the pipe line connections, as of 7:00 a.m. on the effective date hereof. The oil that is a part of the prior allowable of the wells from which it was produced shall remain the property of the parties entitled thereto the same as if the unit had not been formed. Any such oil not promptly removed may be sold by the unit operator for the account of the parties entitled thereto, subject to the payment of all royalties, overriding royalties, production payments, and all other payments under the provisions of the applicable lease or other contracts. The oil that is in excess of the prior allowable

of the wells from which it was produced shall be regarded as unitized substances produced after effective date hereof.

7.2 Overproduction. If, as of the effective date hereof, any tract is overproduced with respect to the allowable of the wells on that tract and the amount of overproduction has been sold or otherwise disposed of, such overproduction shall be regarded as a part of the unitized substances produced after the effective date hereof and shall be charged to such tract as having been delivered to the parties entitled to unitized substances allocated to such tract.

ARTICLE 8

USE OR LOSS OF UNITIZED SUBSTANCES

8.1 Use of Unitized Substances. Working Interest Owners may use as much of the unitized substances as they deem necessary for unit operations, including but not limited to the injection thereof into the unitized formation.

8.2 Royalty Payments. No royalty, overriding royalty, production, or other payments shall be payable upon, or with respect to, unitized substances used or consumed in unit operations, or which otherwise may be lost or consumed in the production, handling, treating, transportation, or storing of unitized substances.

ARTICLE 9

TRACTS TO BE INCLUDED IN UNIT

9.1 Qualification of Tracts. On and after the effective date hereof and until the enlargement or reduction thereof, the unit area shall be composed of the tracts listed in Exhibit B that corner or have a common boundary (tracts separated only by a public highway or a railroad right of way shall be considered to have a common boundary), and that otherwise qualify as follows:

9.1.1 Each tract as to which working interest owners owning one hundred percent (100%) of the working interest have become parties to this agreement and as to which royalty owners owning seventy-five percent (75%) or more of the royalty interest have become parties to this agreement.

9.1.2 Each tract as to which working interest owners owning one hundred percent (100%) of the working interest have become parties to this agreement, and as to which royalty owners owning less than seventy-five percent (75%) of the royalty interest have become parties to this agreement, and as to which (a) all working interest owners in such tract have joined in a request for the inclusion of such tract in the unit area, and as to which (b) seventy-five percent (75%) of the combined voting interests of working interest owners in all tracts that meet the requirements of Section 9.1.1 have voted in favor of the inclusion of such tract. For the purpose of this Section 9.1.2, the voting interest of a working interest owner shall be equal to the ratio that its unit participation in the secondary phase of operations attributable to tracts that qualify under Section 9.1.1 bears to the total unit participation in the secondary phase of operations of all working interest owners attributable to all tracts that qualify under Section 9.1.1.

9.1.3 Each tract as to which working interest owners owning less than one hundred percent (100%) of the working interest have become parties to this agreement, regardless of the percentage of royalty interest therein that is committed hereto; and as to which (a) the working interest owner who operates the tract and all of the other working interest owners in such tract who have become parties to this agreement have joined in a request for inclusion of such tract in the unit area, and have executed and delivered an indemnity agreement indemnifying and agreeing to hold harmless the other working interest owners in the unit area, their successors and assigns, against all claims and demands that may be made by the owners of working interests in such tract who are not parties to this agreement, and which arise out of the inclusion of the tract in the unit area; and as

to which (b) seventy-five percent (75%) of the combined voting interest of working interest owners in all tracts that meet the requirements of Section 9.1.1 and 9.1.2 have voted in favor of the inclusion of such tract and to accept the indemnity agreement. For the purpose of this Section 9.1.3, the voting interest of each working interest owner shall be equal to the ratio that its unit participation in the secondary phase of operations attributable to tracts that qualify under Section 9.1.1 and 9.1.2 bears to the total unit participation in the secondary phase of operations of all working interest owners attributable to all tracts that qualify under Section 9.1.1 and 9.1.2. Upon the inclusion of such a tract in the unit area, the unit participation in either the primary or the secondary phase of operations that would have been attributed to the non-subscribing owners of the working interest in such tract, had they become parties to this agreement and the Unit Operating Agreement, shall be attributed to the working interest owners in such tract who have become parties to such agreements, in proportion to their respective working interests in the tract.

9.2 Subsequent Commitment of Interest to Unit. After the effective date hereof, the commitment of any interest in any tract within the unit area shall be upon such terms as may be negotiated by working interest owners and the owner of such interest and upon approval by the Commissioner.

9.3 Revision of Exhibits. If any of the tracts in Exhibit B fail to qualify for inclusion in the unit area on the effective date hereof unit operator shall recompute, using the original basis of computation, the tract participation of each of the qualifying tracts and shall revise Exhibits A and B accordingly. The revised exhibits shall be effective as of the effective date hereof upon approval by the Commissioner.

ARTICLE 10

TITLES

10.1 Removal of Tract from Unit Area. If a tract ceases to have sufficient working interest owners or royalty owners committed to this agreement to meet the conditions of Article 9 because of failure of title of any party hereto, such tract shall be removed from the unit area effective as of the first day of the calendar month in which the failure of title is finally determined; however, the tract shall not be removed from the unit area, if, within ninety (90) days of the date of final determination of the failure of title, the tract requalifies under a section of Article 9.

10.2 Revision of Exhibits. If a tract is removed from the unit area because of the failure of title, unit operator, subject to Section 5.2, shall recompute the tract participation of each of the tracts remaining in the unit area and shall revise Exhibits A and B accordingly. The revised exhibits shall be effective as of the first day of the calendar month in which such failure of title is finally determined.

10.3 Working Interest Titles. If title to a working interest fails, the rights and obligations of working interest owners by reason of the failure of title shall be governed by the Unit Operating Agreement.

10.4 Royalty Owner Titles. If title to a royalty interest fails, but the tract to which it relates is not removed from the unit area, the party whose title failed shall not be entitled to share hereunder with respect to such interest.

10.5 Production Where Title is in Dispute. If the title or right of any party claiming the right to receive in kind all or any portion of the unitized substances allocated to a tract is in dispute, unit operator at the discretion of working interest owners shall either:

10.5.1 require that the party to whom such unitized substances are delivered or to whom the proceeds thereof are paid, furnish security for the proper accounting therefor to the rightful owner if the title or right of such party fails in whole or in part, or

10.5.2 withhold and market the portion of unitized substances with respect to which title or right is in

dispute, and impound the proceeds thereof until such time as the title or right thereto is established by a final judgment of a court of competent jurisdiction or otherwise to the satisfaction of working interest owners, whereupon the proceeds so impounded shall be paid to the party rightfully entitled thereto.

Notwithstanding any provisions contained herein to the contrary, no payments of funds due the State of New Mexico shall be withheld, but such funds shall be deposited as directed by the 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.

ARTICLE 11

EASEMENTS OR USE OF SURFACE

11.1 Grant of Easements. The parties hereto, to the extent of their rights and interest, hereby grant to working interest owners the right to use as much of the surface of the land within the unit area as may reasonably be necessary for unit operations, including the free use of water from the unit area for unit operations.

11.2 Surface Damages. Working interest owners shall pay the owner for damages to growing crops, timber, fences, improvements, and structures on the unit area that result from unit operations.

ARTICLE 12

ENLARGEMENTS OF UNIT AREA

12.1 Enlargements of Unit Area. The unit area may be enlarged to include acreage reasonably proved to be productive, upon such terms as may be determined by working interest owners and upon approval by the Commissioner, including but not limited to, the following:

12.1.1 The acreage shall qualify under a Section of Article 9.

12.1.2 The participation to allocated to the acreage shall be reasonable, fair, and based on all available information.

12.1.3 There shall be no retroactive allocation or adjustment of unit expense or of interests in the unitized substances produced, or proceeds thereof; however, this

limitation shall not prevent an adjustment of investment by reason of the enlargement.

12.1.4 The execution or ratification of this agreement by a person owning a royalty interest in any tract being brought into the unit area by an enlargement, shall have the effect of committing to the unit its royalty interest in each tract being added to the unit, as well as in each tract previously included in the unit area.

12.2 Determination of Tract Participation. Unit operator, subject to Section 5.2, shall determine the tract participation of each tract within the unit area as enlarged, and shall revise Exhibits A and B accordingly.

12.3 Effective Date. The effective date of any enlargement of the unit area shall be 7:00 a.m. on the first day of the calendar month following approval by the Commissioner and compliance with conditions for enlargement as specified by working interest owners, and approval by the Commission, if required, and the filing for record of revised Exhibits A and B with the County Clerk of the county wherein the land is located.

ARTICLE 13

CHANGE OF TITLE

13.1 Covenant Running With the Land. This agreement shall extend to, be binding upon, and inure to the benefit of, the respective heirs, devisees, legal representatives, successors and assigns of the parties hereto, and shall constitute a covenant running with the lands, leases, and interests covered hereby.

13.2 Notice of Transfer. Any conveyance of all or any part of any interest owned by any party hereto with respect to any tract shall be made expressly subject to this agreement. No change of title shall be binding on the unit operator, or upon any party hereto other than the party so transferring, until the first day of the calendar month next succeeding the date of receipt by unit operator of a photocopy or a certified copy of the recorded instrument evidencing such change of ownership.

13.3 Waiver of Rights to Partition. Each party hereto covenants that, during the existence of this agreement, it will not resort to any

action to partition the unitized formation or the unit equipment, and to that extent waives the benefits of all laws authorizing such partition.

ARTICLE 14

RELATIONSHIP OF PARTIES

14.1 No Partnership. The duties, obligations, and liabilities of the parties hereto are intended to be several and not joint or collective. This agreement is not intended to create, and shall not be construed to create, an association or trust, or to impose a partnership duty, obligation, or liability with regard to any one or more of the parties hereto. Each party hereto shall be individually responsible for its own obligations as herein provided.

14.2 Marketing of Unitized Substances. This agreement is not intended to provide, and shall not be construed to provide, directly or indirectly, for any cooperative refining, joint sale, or marketing of unitized substances.

14.3 Royalty Owners Free of Costs. This agreement is not intended to impose, and shall not be construed to impose, upon any royalty owner any obligation to pay for unit expense unless such royalty owner is otherwise so obligated.

14.4 Information to Royalty Owners. Each royalty owner upon written request therefor shall be entitled to all information in possession of unit operator to which such royalty owner is entitled by an existing agreement with any working interest owner.

ARTICLE 15

LAWS AND REGULATIONS

15.1 Laws and Regulations. This agreement is subject to all applicable laws, rules and regulations and orders of any governmental agency having jurisdiction. In the event this agreement or any of its provisions or any of the operations contemplated hereby are found to be inconsistent with or contrary to any such law, rule, regulation or order the latter shall be deemed to control and this agreement shall be regarded as modified accordingly, and as so modified shall continue in full force and effect.

ARTICLE 16

FORCE MAJEURE

16.1 Force Majeure. All obligations imposed by this agreement on each party, except for the payment of money, shall be suspended while compliance is prevented, in whole or in part, by a strike, fire, war, civil disturbance, act of God; by federal, state, or municipal laws; by any rule, regulation, or order of a governmental agency; by inability to secure materials; or by any other cause or causes beyond reasonable control of the party whether similar or dissimilar to those enumerated. No party shall be required against its will to adjust or settle any labor dispute. Neither this agreement nor any lease or other instrument subject hereto shall be terminated by reason of suspension of unit operations due to any one or more of the causes set forth in this Article.

ARTICLE 17

EFFECTIVE DATE

17.1 Effective Date. This agreement shall become binding upon each party as of the date such party signs the instrument by which it becomes a party hereto, and, unless sooner terminated as provided in Section 17.2, shall become effective as to qualified tracts at the time and date as determined by the working interest owners in all the qualified tracts, and set forth in a certificate filed for record by unit operator with the County Clerk of the county wherein the lands are located and with the Commissioner. The certificate shall not be filed until after the following requirements have been met:

17.1.1 Tracts comprising either seventy-five percent (75%) or more of the unit area, or seventy-five percent (75%) or more of the unit participation in the secondary phase of operations, as shown on the original Exhibit B have qualified under the provisions of Article 9.

17.1.2 At least one counterpart of this agreement has been filed for record by unit operator with the County Clerk of the county wherein the lands are located.

17.1.3 This agreement has been approved by the Commission.

17.1.4 This agreement has been approved by the Commissioner.

17.2 Ipsco Facto Termination. If the requirements of Section 17.1 are not accomplished on or before January 1, 1966, this agreement shall ipso facto terminate on that date (hereinafter called "termination date") and thereafter be of no further effect, unless prior thereto working interest owners owning a combined unit participation in the secondary phase of operations of at least sixty-five percent (65%) have become parties to this agreement and have decided to extend the termination date for a period not to exceed six (6) months. If the termination date is so extended and the requirements of Section 17.1 are not accomplished on or before the extended termination date, this agreement shall ipso facto terminate on the extended termination date and thereafter be of no further effect. For the purpose of this section, unit participation in the secondary phase of operations shall be as shown on the original Exhibit C attached to the Unit Operating Agreement.

ARTICLE 18

TERM

18.1 Term. The term of this agreement shall be for the time that unitized substances are produced in paying quantities and as long thereafter as unit operations are conducted without a cessation of more than one hundred eighty (180) consecutive days, unless sooner terminated by working interest owners in the manner herein provided.

18.2 Termination by Working Interest Owners. This agreement may be terminated by working interest owners having a combined unit participation in the secondary phase of operation of at least seventy-five percent (75%) whenever such working interest owners determine that unit operations are no longer profitable or feasible, with the approval of the Commissioner; provided, however, unit operator shall give written notice of such termination within fifteen (15) days after approval by the Commissioner, to all parties having committed interests to the Unit Agreement and shall file a notice of such termination in the office of the County Clerk of the county in which the unit area is situated and with the Commission.

18.3 Effect of Termination. Upon termination of this agreement, the further development and operation of the unitized formation as a unit shall be abandoned, unit operations shall cease, and thereafter the parties shall be governed by the provisions of the leases and other instruments affecting the separate tracts.

18.4 Salvaging Equipment Upon Termination. If not otherwise granted by the leases or other instruments affecting each tract unitized under this agreement, royalty owners hereby grant working interest owners a period of six (6) months after the date of termination of this agreement within which to salvage and remove unit equipment.

ARTICLE 19

EXECUTION

19.1 Original, Counterpart, or Other Instrument. A person may become a party to this agreement by signing the original of this instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions hereof. The signing of any such instrument shall have the same effect as if all the parties had signed the same instrument.

19.2 Joinder in Dual Capacity. Execution as herein provided by any party as either a working interest owner or a royalty owner shall commit all interests that may be owned or controlled by such party.

19.3 Commitment of State Lands by Lessee of Record. No lease or portion thereof embracing lands of the State of New Mexico shall be committed hereto unless the original of this instrument, a counterpart thereof or other instrument agreeing to be bound by the provisions hereof has been signed by the lessee of record who, for the purposes of this provision, shall be the original lessee or the assignee whose assignment was last approved by the Commissioner as shown by the records in the State Land Office.

ARTICLE 20

GENERAL

20.1 Amendments Affecting Working Interest Owners. Amendments hereto relating wholly to working interest owners may be made if signed by all working interest owners.

20.2 Action by Working Interest Owners. Any action or approval required by working interest owners hereunder shall be in accordance with the provisions of the Unit Operating Agreement.

20.3 Lien of Unit Operator. Unit Operator shall have a lien upon the interests of working interest owners in the unit area to the

extent provided in the Unit Operating Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date opposite their respective signatures.

W.B.H.
H.R.

GULF OIL CORPORATION

ATTEST:

[Signature]
Assistant Secretary

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

Date: January 11, 1965

Address: P. O. Box 1938
Roswell, New Mexico

THE STATE OF NEW MEXICO |

COUNTY OF CHAVES |

The foregoing instrument was acknowledged before me this 11th day of January, 1965, by W. B. HOPKINS, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

Don Marie Cooper
Notary Public

My Commission Expires:
August 15, 1966

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____
Date: _____ Address: _____

Date: _____ Address: _____

THE STATE OF _____ §
COUNTY OF _____ §
The foregoing instrument was acknowledged before me this _____
day of _____, 19____, by _____ of
_____, a _____
corporation, on behalf of said corporation.

My Commission Expires: _____
Notary Public

THE STATE OF _____ §
COUNTY OF _____ §
The foregoing instrument was acknowledged before me this _____
day of _____, 19____, by _____.

My Commission Expires: _____
Notary Public

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. 3240
Order No. R-2904

APPLICATION OF GULF OIL CORPORATION
FOR APPROVAL OF THE CENTRAL DRINKARD
UNIT AGREEMENT, LEA COUNTY, NEW MEXICO.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 9 o'clock a.m. on April 26, 1965, at Santa Fe, New Mexico, before Examiner Daniel S. Nutter.

NOW, on this 6th day of May, 1965, the Commission, a quorum being present, having considered the testimony, the record, and the recommendations of the Examiner, 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 applicant, Gulf Oil Corporation, seeks approval of the Central Drinkard Unit Agreement covering 2,600.00 acres, more or less, of State and Fee lands described as follows:

LEA COUNTY, NEW MEXICO
TOWNSHIP 21 SOUTH, RANGE 37 EAST, RMPM
Section 28: All
Section 29: All
Section 30: E/2 SE/4
Section 31: E/2 NE/4 and NE/4 SE/4
Section 32: E/2 and NW/4
Section 33: All

(3) That approval of the proposed unit agreement should promote the prevention of waste and the protection of correlative rights within the unit area.

IT IS THEREFORE ORDERED:

(1) That the Central Drinkard Unit Agreement is hereby approved.

(2) That the plan contained in said unit agreement for the development and operation of the unit area is hereby 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, duty, or obligation which is now, or may hereafter be, vested in the Commission to supervise and control operations for the exploration and development of any lands committed to the unit and production of oil or gas therefrom.

(3) That the unit operator shall file with the Commission an executed original or executed counterpart of the unit agreement within 30 days after the effective date thereof; that in the event of subsequent joinder by any party or expansion or contraction of the unit area, the unit operator shall file with the Commission within 30 days thereafter counterparts of the unit agreement reflecting the subscription of those interests having joined or ratified.

(4) That this order shall become effective upon the approval of said unit agreement by the Commissioner of Public Lands for the State of New Mexico; that this order shall terminate ipso facto upon the termination of said unit agreement; and that the last unit operator shall notify the Commission immediately in writing of such termination.

(5) That jurisdiction of this cause is retained for the entry of such further orders as the Commission may deem necessary.

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

STATE OF NEW MEXICO
OIL CONSERVATION COMMISSION

JACK M. CAMPBELL, Chairman

GUYTON B. HAYS, Member

E E A L

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

eer/

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. 3241
Order No. R-2909

APPLICATION OF GULF OIL CORPORATION
FOR A WATERFLOOD PROJECT, LEA COUNTY,
NEW MEXICO.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 9 o'clock a.m. on April 28, 1965, at Santa Fe, New Mexico, before Examiner Daniel S. Nutter.

NOW, on this 10th day of May, 1965, the Commission, a quorum being present, having considered the testimony, the record, and the recommendations of the Examiner, 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 applicant, Gulf Oil Corporation, seeks permission to institute a waterflood project in its Central Drinkard Unit Area, Drinkard Pool, by the injection of water into the Drinkard formation through six injection wells in Sections 28, 29, and 32, Township 21 South, Range 37 East, NMPM, Lea County, New Mexico.
- (3) That the wells in the project area are in an advanced state of depletion and should properly be classified as "stripper" wells.
- (4) That the proposed waterflood project should result in the recovery of otherwise unrecoverable oil, thereby preventing waste.

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CASE No. 3241
Order No. R-2909

(5) That the subject application should be approved and the project should be governed by the provisions of Rules 701, 702, and 703 of the Commission Rules and Regulations.

IT IS THEREFORE ORDERED:

(1) That the applicant, Gulf Oil Corporation, is hereby authorized to institute a waterflood project in its Central Drinkard Unit Area, Drinkard Pool, by the injection of water into the Drinkard formation through the following-described six wells in Township 21 South, Range 37 East, NMPM, Lea County, New Mexico:

<u>Operator - Lease</u>	<u>Well No.</u>	<u>Location</u>	
		<u>Unit</u>	<u>Section</u>
Gulf Eunice King	4	E	28
Marathon W. H. Turner	1	I	29
Gulf J. N. Carson	2	K	28
× Pan American W. H. Turner	2	O	29
Mobil E. O. Carson	3	M	28
× Gulf W. T. McCormack	13	A	32

*OK
CEM*

(2) That the subject waterflood project shall be governed by the provisions of Rules 701, 702, and 703 of the Commission Rules and Regulations.

(3) That monthly progress reports of the waterflood project herein authorized shall be submitted to the Commission in accordance with Rules 704 and 1120 of the Commission Rules and Regulations.

(4) That jurisdiction of this cause is retained for the entry of such further orders as the Commission may deem necessary.

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

STATE OF NEW MEXICO
OIL CONSERVATION COMMISSION

JACK M. CAMPBELL, Chairman

GUYTON B. HAYS, Member

S E A L

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

csr/

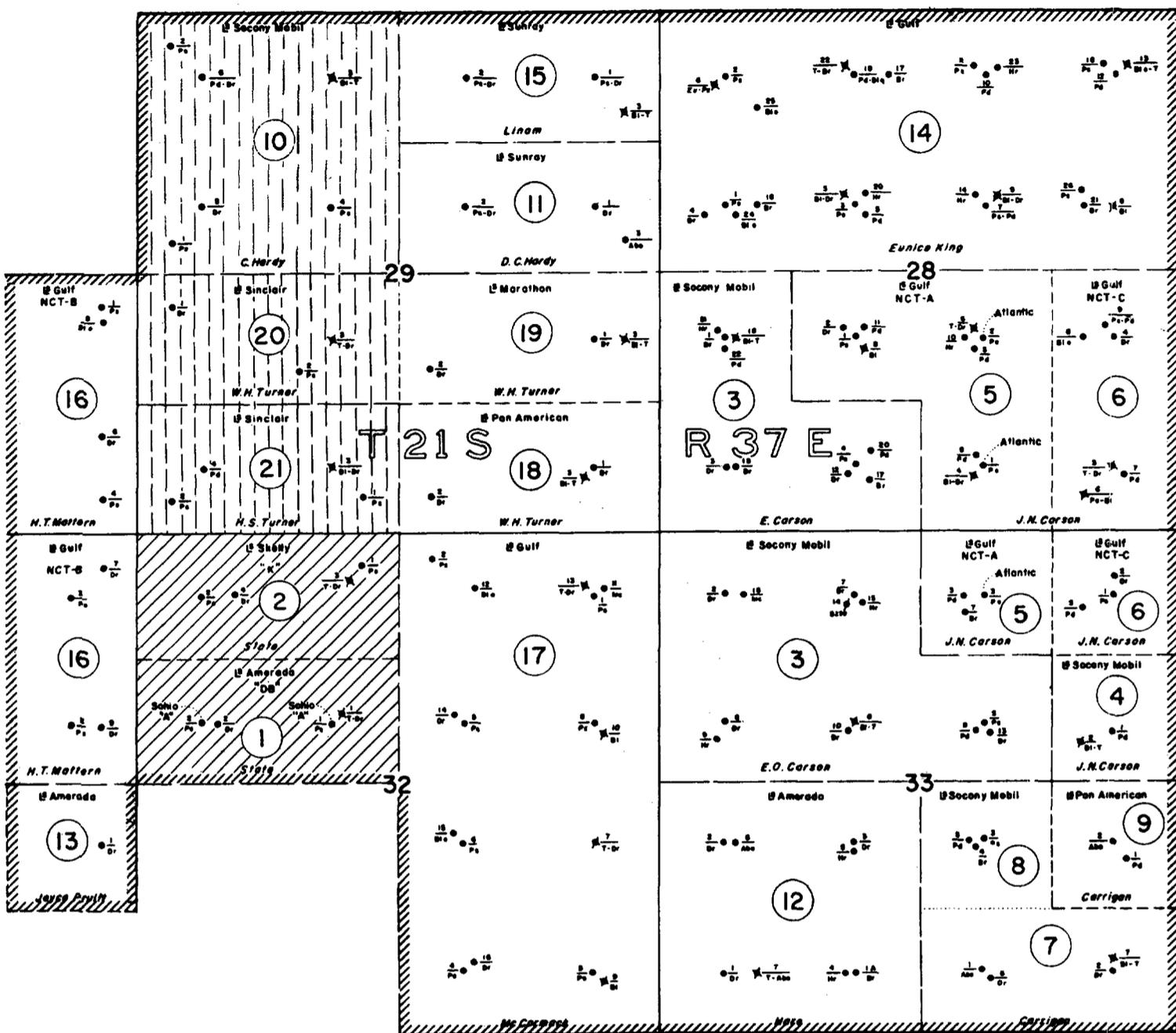


EXHIBIT A

CENTRAL DRINKARD UNIT
Lea County, New Mexico

- LEGEND -

////// Unit Boundary

② Tract Number

 State Lease

 Fee Lease

 Tracts Not Committed As Of Unit Effective Date

EXHIBIT "B"
CENTRAL DRINKARD UNIT
LEA COUNTY, NEW MEXICO

TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	SERIAL NO. AND LEASE DATE	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENTAGE	PER CENT PARTICIPATION OF TRACT IN UNIT	
							PRIMARY PHASE	SECONDARY PHASE
1	S/2 NW/4 Sec. 32-21S-37E (80.00 Acres)	B-85 (State) 7-23-31	State of New Mexico 12.5000%	Sohio Petroleum Co. & William Fleming Est.	None	Amerada Petroleum Corp. 100.0000%	3.9722	3.6683
2	N/2 NW/4 Sec. 32-21S-37E (80.00 Acres)	B-1327 (State) 11-16-32	State of New Mexico 12.5000%	Skelly Oil Company	None	Skelly Oil Company 100.0000%	7.7575	4.8528
3	NW/4 SW/4, S/2 SW/4 Sec. 28; NW/4 SW/4 NE/4 Sec. 33-21S-37E (320.00 Acres)	Fee Lease 6-2-34	David Donoghue, Agent 1.000000% Margaret W. Faught 0.195311% Lura Flanagan 0.390633% Fluor Corporation, Ltd. The 0.78125% S. P. Johnson, Jr., Exr. of Est. of S. P. Johnson, Decd. 0.195311% Donald L. Jones 0.195311% Marjorie Cone Kastman, Gdn. of Est. of S. E. Cone 0.48828% Midwest Oil Corporation 0.58594% North Central Oil Corp. 0.78125% Hallie Carlton Posey 0.19532% G. L. Reese, Jr. 0.87890% John J. Reynolds 5.25000% Sabine Royalty Corp. 0.78125% June D. Speight 0.78125% Total 12.50000%	F. J. Danglade et ux	None	Socony Mobil Oil Co. Inc. 100.0000%	13.6436	12.2259
4	SE/4 NE/4 Sec. 33-21S-37E Less 1 square acre out of southeast corner thereof (40.00 Acres)	Fee Lease 2-25-29	Warren D. Anderson 0.04687% Vicki Sara Anderson 0.04688% Jones 0.04688% John Pearl Carson 2.50000% Verna Chambers 0.05938% Ilamae Forbes 0.11875% Total 0.38566%	W. H. Carson et ux	None	Socony Mobil Oil Co. Inc. 100.0000%	0.0000	1.5807

TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	SERIAL NO. AND LEASE DATE	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENTAGE	PER CENT PARTICIPATION OF TRACT IN UNIT	
							PRIMARY PHASE	SECONDARY PHASE
4 (Cont'd)			Grace Carson Gladwin 1.25000%					
			H. L. Huffman 0.01875%					
			Dr. Edwin G. Manovill 0.05937%					
			Velma Roring 0.11875%					
			Sabine Royalty Corp. 6.25000%					
			Samedan Oil Corp. 1.78125%					
			Smith Spradling 0.11875%					
			M. E. Tate and Inez Tate 0.11875%					
			Jane Johnson Wilson 0.01250%					
			<u>Total</u> 12.50000%					
5	NE/4 SW/4, W/2 SE/4 Sec. 28; NW/4 NE/4 Sec. 33-21S-37E (160.00 Acres)	Fee Lease 10- 9-35		F. J. Danglade	None	Gulf Oil Corporation 100.00000%	2.3915	7.8215
			Vicki Sara Anderson 0.0234%					
			Warren D. Anderson 0.0234%					
			John Pearl Carson 1.2500%					
			Mrs. Verna Chambers 0.0297%					
			David Donoghue, Agent 1.5000%					
			Ilanne Forbes 0.0593%					
			Grace Carson Gladwin 0.6250%					
			H. L. Huffman 0.0094%					
			Edwin G. Manovill 0.0297%					
			John J. Reynolds 7.8750%					
			Velma Roring 0.0594%					
			Sabine Royalty Corp. 3.1250%					
			Samedan Oil Corp. 0.8906%					
			Smith Spradling 0.0594%					
			M. E. Tate & Inez Tate 0.0594%					
			Jane Johnson Wilson 0.0063%					
			<u>Total</u> 12.5000%					

TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	LEASE DATE	SERIAL NO.	PER CENT PARTICIPATION OF TRACT IN UNIT	
				PRIMARY PHASE	SECONDARY PHASE
6	E/2 SE/4 Sec.28; NE/4 NE/4 Sec.33-21S-37E (120.00 Acres)	Fee Lease 10- 9-35		3.2202	4.4556
				WORKING INTEREST OWNER AND PERCENTAGE	
				Gulf Oil Corporation 100.00000%	
				LESSOR OF RECORD	
				F. J. Danglade	
				OVERRIDING ROYALTY	
				None	
				BASIC ROYALTY	
				Vicki Sara Anderson 0.0234%	
				Jones 0.0234%	
				Warren D. Anderson 0.0234%	
				John Pearl Carson 1.2500%	
				Mrs. Verna Chambers 0.0297%	
				David Donoghue, Agent 1.7500%	
				Ilanne Forbes 0.0594%	
				Grace Carson Gladwin 0.6250%	
				H. L. Huffman 0.0094%	
				Edwin G. Manovill 0.0297%	
				John J. Reynolds 9.1875%	
				Velma Roring 0.0594%	
				Sabine Royalty Corp. 3.1250%	
				Samedan Oil Corp. 0.8906%	
				Smith Spradling 0.0594%	
				M.E. Tate & Inez Tate 0.0593%	
				Jane Johnson Wilson 0.0063%	
				Total 17.1875%	
7	S/2 SE/4 Sec.33-21S-37E (80.00 Acres)	Fee Lease 9-26-34		3.0847	2.6156
				WORKING INTEREST OWNER AND PERCENTAGE	
				Socony Mobil Oil Co. Inc. 100.00000%	
				LESSOR OF RECORD	
				F. J. Danglade	
				OVERRIDING ROYALTY	
				None	
				BASIC ROYALTY	
				Amerada Petroleum Corp. 1.56250%	
				Constance E. Byers 0.19531%	
				George H. Coates 2.08333%	
				Wright E. Cowden 1.56250%	
				Ida Beth Oliver 1.56250%	
				Fluor Corporation 1.95313%	
				Mattie H. James 0.19531%	
				Fay R. Power 0.78125%	
				Sabine Royalty Corp. 1.04167%	
				Virginia P. Selby, Inc. & Exec. 1.56250%	

TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	SERIAL NO. AND LEASE DATE	GAS ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENTAGE	PER CENT PARTICIPATION OF TRACT IN UNIT	
							PRIMARY PHASE	SECONDARY PHASE
8	NW/4 SE/4 Sec. 33-21S-37E (40.00 Acres)	Fee Lease 9-26-34	Amerada Petroleum Corp. 1.56250% Constance E. Byers 0.19531% George H. Coates 0.08333% Wright E. Cowden 0.6250% Ida Beth Oliver 0.6250% Floyd Corporation Ltd., The 2.73438% Mattie H. James 0.19531% Sabine Royalty Corp. 1.04167% Virginia P. Selby, Inc. & Exec. 1.56250% <u>12.50000%</u>	F. J. Danglade	None	Socoony Mobil Oil Co. Inc. 100.0000%	0.0000	0.8588
9	NE/4 SE/4 Sec. 33-21S-37E (40.00 Acres)	Fee Lease 1-7-40	Amerada Petroleum Corp. 3.12500% Constance E. Byers 0.39062% George H. Coates 4.16667% Wright E. Cowden 3.12500% Fluor Corporation, Ltd., The 0.78125% Hugh Corrigan III 2.34374% J. Patrick Corrigan 2.34375% Mattie H. James 0.39063% Ida Beth Oliver 3.12500% Sabine Royalty Corp. 1.04167% Virginia P. Selby, Inc. & Exec. 1.56250% <u>22.39583%</u>	Neville G. Penrose Inc.	Wm. Fleming 2.60417%	Pan American Petroleum Corp. 100.0000%	0.0000	0.7943
10	NW/4 Sec. 29-21S-37E (160.00 Acres)	Fee Lease 8-22-34	Frank Bateman 0.09766% Constance E. Byers 0.08789% Effie Carter 0.48828% Powhatan Carter Jr. 0.24414% Anderson Carter 0.24414% F. E. Chartler 0.01953 Virginia Hardy 0.89843 Cockran	Wesley McCallister et ux	None	General Crude Oil Co. 12.5000% General American Oil Co. of Texas 24.7184% Socoony Mobil Oil Co. Inc. 62.5000% Mrs. Exor Megan, Gdn. of Est. of Mrs. Maude Eagle Pfouts 0.0090% Royalty Roundup Inc. 0.0124% Jack Stieren 0.2602% <u>100.0000%</u>	Not Committed On Unit Effective Date	

TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	SERIAL NO. AND LEASE DATE	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENTAGE	PER CENT PARTICIPATION OF TRACT IN UNIT		
							PRIMARY PHASE	SECONDARY PHASE	
10 (Cont'd)			First National Bank of Nevada, Exr. Est. Allie M. Lee, Dec'd 0.19531% General Crude Oil Co. 1.56250% Helen Koenig Graves 0.00701% Lanier Hardy 0.89844% Felix Hardy 0.39063% Delma Hardy 0.89844% Neval Hardy 0.89844% Harvey A. Heller and Harvey A. Heller, Jr. 0.08789% Dena Ida Koenig 0.01402% Palmer E. Koenig 0.00701% C.S. Longscope 0.01953% Frank O. Long 0.00224% Mrs. Exor Megan, Gdn. of Est. of Mrs. Maude Eagle Pfouts 0.00112% Neville G. Penrose, Trustee 0.29296% Elizabeth Hudson Penn 1.52833% Nancy Elizabeth Penson 0.76391% Robert Lee Penn 0.76391% Royalty Roundup, Inc. 0.00380% J.E. Simmons 0.19532% June D. Speight 0.19531% Jack Stieren 0.03253% Nora Walker 0.00112% Florence Louise Woods 0.09766% Total 10.93750%				First National Bank of Nevada, Exr. Est. Allie M. Lee, Dec'd 1.5625% Sunray DX Oil Company 100.0000%	5.3847	4.5933
11	S/2 NE/4 Sec. 29-21S-37E (80.00 Acres)	Fee Lease 4-12-26	Roy G. Barton 0.13021% Constance E. Byers 0.08789% Effie Carter 0.19531% Powhatan Carter, Jr. 0.09766%	Llano Oil Company	First National Bank of Roswell, Emmett D. White and Ralph A. Stugart, Trustee under Will of Harry Leonard Dec'd 1.5625% Mabel F. Leonard 1.5625%	100.0000%	5.3847	4.5933	

TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	SERIAL NO. AND LEASE DATE	BASIC ROYALTY	INRSSE OF RECORD	OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENTAGE	PER GRNT PARTICIPATION OF TRACT IN UNIT	
							PRIMARY PHASE	SECONDARY PHASE
11								
(Cont'd)								
			Anderson Carter					
			0.09766%					
			First National Bank of Nevada, Trustee under Will of Alida M. Lee					
			0.78125%					
			Dec d. New Mexico Bank & Trust Co., Trustee under Will of James Virgil Lham, Dec d.					
			0.97656%					
			First National Bank of Fort Worth, Trustee for benefit of Raynard See Makin, Jr.					
			0.06511%					
			First National Bank of Fort Worth, Trustee for benefit of Roger Frederic Makin					
			0.06510%					
			First National Bank of Roswell, Emmett D. White and Ralph A. Shugart, Trustee under Will of Harry Leonard, Dec d.					
			0.19531%					
			General Crude Oil Co.					
			1.56250%					
			Harvey A. Heller and Harvey A. Heller Jr					
			0.08789%					
			Dena I. Koenig, Ind. Exec. of Estate of Ernest Jacob Koenig, Dec d.					
			0.02804%					
			Mabel F. Leonard					
			0.19531%					
			Robert J. Leonard					
			0.39062%					
			Patrick J. Leonard					
			0.39063%					
			Timothy T. Leonard					
			0.39063%					
			Kitman, Inc.					
			0.78125%					
			Mrs. Thelma A. Lham					
			0.97656%					
			C.S. Longcope					
			0.01953%					
			Frank O. Long					
			0.00224%					
			Mobil Oil Co. a Division of Socony Mobil Oil Co., Inc.					
			1.56250%					
			Mrs. Exor Megan Cdn. of Person & Est. of Mrs. Maude Eagle Pfouts, NCM					
			0.00112%					
			C.S. Neal					
			0.13021%					
			Mrs. Elizabeth Hudson Penn					
			1.52833%					
			Nancy Elizabeth Penston					
			0.76391%					

TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	SERIAL NO. AND LEASE DATE	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENTAGE	PER CENT PARTICIPATION OF TRACT IN UNIT	
							PRIMARY PHASE	SECONDARY PHASE
11 (Cont'd)			Robert Lee Penn 0.76391% Royalty Roundup, Inc. 0.003880% J. E. Simmons 0.19531% Jack Stieren 0.03253% Nora Walker 0.00112% Total 12.500007%					
12	SW/4 Sec. 33-21S-37E (160.00 Acres)	Fee Lease 9-26-34 10-25-34 10-29-34 10-30-34 11-28-34	George H. Coates 2.08333% Wright E. Cowden 1.56250% Fluor Corporation Ltd. The 1.95313% Mattie H. James 0.19531% Ida Beth Oliver 1.56250% Fay R. Power 0.19531% Sabine Royalty Corp. 1.04166% H. Dillard Schenk 0.39063% Virginia P. Selby, Ind. & Exec. 1.56250% J. E. Simmons 0.78125% June D. Speight 0.78125% Hattie C. Williams 0.39063% Total 12.500007%	Amerada Petroleum Corporation	None	Amerada Petroleum Corp. 100.00000%	8.2284	6.7165
13	NE/4 SE/4 Sec. 31-21S-37E (40.00 Acres)	Fee Lease 10-17-34 11-2-34 6-27-39	The Atlantic Refining Co. 3.12500% Citizens National Bank of Decatur for Account of J. L. Bennett 1.56250% Boyce Rush Davis 0.19531% First Trust Co. of St. Paul, as Trustee for Grace D. Gale 0.19531% Fluor Corporation Ltd., The 3.12500%	Amerada Petroleum Corporation	The Atlantic Ref. Co. 3.12500% on Oil payable out of working interest of Broseco Corp., Wm. Fleming Est., John B. Rich and Sohio Petroleum Co.	Amerada Petroleum Corp. 75.00000% Broseco Corporation 3.95833% William Fleming Est 12.50000% John B. Rich 0.2084% Sohio Petroleum Co. 8.33333% TOTAL 100.00000%	4.5884 0.2422 0.7647 0.0128 0.5098 6.1179	2.0192 0.1066 0.3365 0.0056 0.2244 2.6923

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							PRIMARY PHASE	SECONDARY PHASE
13 (Cont'd)			B.T. Gale 0.19531% Sue Saunders Graham 0.13020% C.C. Harmon 0.39063% Clarence E. Hinkle 0.39063% R.E. Hubbard, R.E. Hubbard, Jr. & Morgan Hubbard, Ind. Execs. of Will & Estate of G.E. Hubbard, Dec'd. 0.78125% R.E. Hubbard 0.78125% W.W. Lechner 0.78125% Mrs. Elyse Saunders Patterson 0.13021% Lulu S. Rush 0.39063% Sally S. Toles 0.13021% Ruth Rush Weaver 0.19531% Total <u>12.50000%</u>	Gypsy Oil Company	None	Gulf Oil Corporation 100.0000%	15,0998	17,5941
14	N/2 Sec. 28-21S-37E (320.00 Acres)	Fee Lease 5-24-26	Warren D. Anderson 0.0586% Vicki Sara Anderson Jones 0.0587% Mrs. Verna Chambers 0.0742% Citiles Service Oil Co. 2.0833% First National Bank of Rochester Trustee of Rochester 0.1953% First National Bank of Roswell, Emmett D. White & Ralph, A. Shugart, Trustees under Last Will & Testament of Harry Leonard 0.1953% Fluor Corp., Ltd. of Chicago 3.1250% Foster Petroleum Corp. 1.0417% Ilaeae Forbes 0.1484% H.L. Huffman 0.0234% Mabel F. Leonard 0.1954% Patrick J. Leonard 0.3906% Robert J. Leonard 0.3906% Timothy T. Leonard 0.3906%	Gypsy Oil Company	None	Gulf Oil Corporation 100.0000%	15,0998	17,5941

TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	LEASE DATE	SERIAL NO. AND	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENTAGE	PER CENT PARTICIPATION OF TRACT IN UNIT	
								PRIMARY PHASE	SECONDARY PHASE
14	(Cont'd)			Edwin G. Manoy 111 0.0742%					
				Lyla M. Olson 0.1953%					
				Velma Roring 0.1485%					
				Samedan Oil Corp. 2.2266%					
				Smith Spradling 0.1484%					
				Maybelle K. Stewart 0.7813%					
				M.E. Tate & Inez Tate 0.1484%					
				Emmett D. White 0.3906%					
				Jane Johnson 0.0156%					
				Total 12.5000%					
15	N/2 NE/4 Sec. 29-21S-37E (80.00 Acres)	8-23-46	Fee	Roy G. Barton 0.13020%	Barnsdall Oil Co.	General Crude Oil Company 1.36720%	Sunray DX Oil Company 62.5000%	4.4011	3.3172
				Constance E. Byers 0.08790%			Socoxy Mobil Oil Co. Inc. 37.5000%	2.6407	1.9903
				Powhatan Carter, Jr. 0.09766%			TOTAL 100.0000%	7.0418	5.3075
				Effie Carter 0.19531%					
				Anderson Carter 0.09766%					
				The First National Bank of Nevada, Exec. of the Estate of Allie M. Lee, Dec'd. 0.78130%					
				The First National Bank of Fort Worth, Trustee for benefit of Raynard See Makin, Jr. 0.06510%					
				The First National Bank of Fort Worth, Trustee for benefit of Roger Frederic Makin 0.06510%					
				The First National Bank of Roswell, Emmett D. White & Ralph A. Shugart, Trustees under the Last Will & Testament of Harry Leonard, Dec'd. 0.19532%					
				General Crude Oil Co. 1.56250%					
				Harvey A. Heller & Harvey A. Heller, Jr. 0.08793%					
				Kitman, Inc. 0.78130%					

TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	SERIAL NO. AND LEASE DATE	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENTAGE	PER CENT PARTICIPATION OF TRACT IN UNIT	
							PRIMARY PHASE	SECONDARY PHASE
15 (Cont'd)			Dena I. Koenig, Ind. Exec. of the Estate of Ernest Jacob Koenig, Dec'd. 0.02800%					
			Mabel F. Leonard 0.19532%					
			Robert J. Leonard 0.39060%					
			Patrick J. Leonard 0.39060%					
			Timothy T. Leonard 0.39060%					
			New Mexico Bank and Trust Co.; Tr. under the Will of Virgil Linnam, Dec'd. 0.97655%					
			Frank O. Long 0.00220%					
			C.S. Longcope 0.01950%					
			Thelma A. Linnam 0.97655%					
			Mrs. Exor Megan, Gdn. of Estate of Mrs. Maude Eagle Pfohl, NCM 0.00110%					
			Mobil Oil Co., a Division of Socony Mobil Oil Co., Inc. 1.56250%					
			C.S. Neal 0.13020%					
			Elizabeth Hudson Penn 1.52834%					
			Robert Lee Penn 0.76390%					
			Nancy Elizabeth Pengon 0.76400%					
			Royalty Roundup, Inc. 0.00386%					
			J.E. Simmons 0.19530%					
			Jack Stieren 0.03250%					
			Nora Walker 0.00110%					
			Total 12.50000%					
16	E/2 SE/4 Sec.30; E/2 NE/4 Sec.31-21S-37E (160.00 Acres)	Fee Lease 9-22-28	Charles H. Price II 2.1012%	Gypsy Oil Co.	None	Gulf Oil Corporation 100.0000%	4.6119	3.1177
			Charles H. Price II, Atty-In-Fact for Linwood Securities Co. 3.3742%					
			Charles H. Price II, Atty-In-Fact for Main Street Holding Co. 1.1248%					
			Charles H. Price II, Atty-In-Fact for Maple Dunbar Earp 0.3502%					

TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	SERIAL NO. AND LEASE DATE	BASIC ROYALTY	LEASEE OF RECORD	OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENTAGE	PER CENT PARTICIPATION OF TRACT IN UNIT		
							PRIMARY PHASE	SECONDARY PHASE	
16 (Cont'd)			Charles H. Price II, Atty-In-Fact for Harry F. Montgomery 0.3502% Charles H. Price II, Atty-In-Fact for Peoples Security Co. 3.3742% Charles H. Price II, Atty-In-Fact for David E. Price 0.3502% Charles H. Price II, Atty-In-Fact for Edward C. Price 0.3502% Charles H. Price II, Atty-In-Fact for Westport Bank 1.1248% Total 12.5000%						
17	E/2 Sec. 32-21S-37E (320.00 Acres)	Fee Lease 5- 3-26	The Atlantic Refining 3.1250% Raymond R. Anderson 0.1065% Roy G. Barton 0.1065% Charles F. Bedford 0.1250% Edwin M. Bedford 0.1250% Rachel Bedford Bowen 0.1250% Henry DeGraffenreid Bedford 0.1250% Leonora K. Hagemayer 0.0356% Guy H. Hooper 0.8878% John Brown Kimberly III 0.0355% J.M. Richardson Lyeth, Jr. & Munro Longyear Lyeth 2.8125% Inez R. Rheas 0.3196% Onez Norman Kooney 2.8125% H. Dillard Schenck 0.1065% June D. Speight 0.7813% Lamar Kimberly Whitmore 0.0355% Dorothy May Wilhite 0.0355% Ellen Ann Williams 0.1250% Florence Louise Woods 0.6037% Total 17.5000%	Gypsy Oil Co.	None	Gulf Oil Corporation 100.0000%	11.5978	13.1024	

TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	LEASE DATE AND SERIAL NO.	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENTAGE	PER CENT PARTICIPATION OF TRACT IN UNIT	
							PRIMARY PHASE	SECONDARY PHASE
18	S/2 SE/4 Sec, 29-21S-37E (80.00 Acres)	Fee Lease 4-13-26	B.A. Christmas, Jr. & Joyce C. Brown, Co-Execs. of Estate of Annie L. Christmas 0.62500% Wayne Cowden 0.15625% Felmont Oil Corp. 0.28076% First Trust Co. of St. Paul for A/C Grace D. Gale 1.56250% First Trust Co. of St Paul for A/C B T Gale 1.56250% Julian W. Glass, Trustee under Will of J. Wood Glass, Dec'd 0.03662% The Pennsylvania Bank & Trust Co., Trustee of Estate of A.W. Goal, Dec'd. 0.03662% Graridge Corp. 1.25000% Jack Hazeltime 1.17188% Mattie H. James 0.19531% Newmont Oil Co. 0.78125% Phillips Investment Corp. 0.03662% Fay R. Power 0.19531% Sabine Royalty Corp. 0.39053% Southern Minerals Corp. 2.50000% Sparks Healey Company 0.93750% Estrella E. Withers 0.78125% Total 12.50000%	Llano Oil Company	Kurt Lekisch 0.62500%* Martha Madge 0.31250%* L.S. Melzer 0.15625%* Sadie Watson 1.56250%* Charles F. Henderson 0.15625%* Sara A. Link, Life Estate Remaindermen, Frances Link Matthews and Sarah Lew Link Grimes 0.31250%* * Overriding royalty increases from 1/32 to 1/16 when daily average exceeds 30 bbls. per well/day for 3.1250% indicated. J.C. Clower 5.46857%# # Production payment \$80,000 out of 1/16 of 7/8 of production.	Pan American Petroleum Corp. 100.00000%	4.9205	4.2285
19	N/2 SE/4 Sec, 29-21S-37E (80.00 Acres)	Fee Lease 4-13-26	Joyce C. Brown & B.A. Christmas, Jr. as Jt. Exrs. under the Will of Annie L. Christmas, Dec'd. 1.25000% Verna Chambers 0.07422% Wayne Cowden 0.31250% Ilaeae Forbes 0.14844%	Marathon Oil Company	None	Marathon Oil Company 100.00000%	2.9275	3.7742

TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	SERIAL NO. AND LEASE DATE	BASIC ROYALTY	LESSOR OF RECORD	OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENTAGE	PER CENT PARTICIPATION OF TRACT IN UNIT	
							PRIMARY PHASE	SECONDARY PHASE
19								
(Cont'd)								
			Mattie H. James 0.39063%					
			Marathon Oil Co 0.16537%					
			Mrs. Edwin G. Manovillil 0.02474%					
			Marlene M. Fitzmaurice 0.02474%					
			Newmont Oil Company 1.56250%					
			Fay R. Power 0.39062%					
			Velma Roring 0.14844%					
			Sabine Royalty Corp. 0.78125%					
			Samedan Oil Corporation 2.22655%					
			Smith Spradling 0.14844%					
			M.E. Tate & Inez Tate 0.14844%					
			Harvey Elliott Turner 0.78125%					
			Republic National Life Ins.Co. 2.34375%					
			Jane Johnson Wilson 0.01562%					
			Estella E. Withers 1.56250%					
			Total 12.50000%					
20	N/2 SW/4 Sec. 29-21S-37E (80.00 Acres)	Fee Lease 10-3-35						
			Warren D. Anderson 0.05859%	Ropollo Oil Co.	None	Sinclair Oil & Gas Co. 100.0000%	Not Committed On Unit Effective Date.	
			H.L. Huffman 0.02344%					
			Jane Johnson Wilson 0.01563%					
			Joyce C. Brown & B.A. Christmas, Jr. Execs. of Est. Annle L. Christmas, Decd. 1.25000%					
			Verna Chambers 0.07421%					
			Rosemary Anderson Chapman 0.05859%					
			Wayne Cowden 0.31250%					
			I lamae Forberg 14844%					
			Mattie H. James 339063%					
			Edwin Eugene Manovillil & Rocco J. Natale, Execs. of Est. Edwin G. Manovillil, Decd. 0.07422%					

TRACT NO.	DESCRIPTION OF LAND (NO. OF ACRES)	SERIAL NO. AND LEASE DATE	BASIC ROYALTY	LESSEE OR RECORD	OVERRIDING ROYALTY	WORKING INTEREST OTHER AND PERCENTAGE	PER CENT PARTICIPATION OF TRACT IN UNIT	
							PRIMARY PHASE	SECONDARY PHASE
20 (Cont'd)			Newmont Oil Co. 1.56250% Fay R. Power 0.39062% Republic National Life Insurance Co. 2.34375% Velma Roring 0.14844% Sabine Royalty Corp 0.78125% Samedan Oil Corp 2.22657% Smith Spradling 0.14843% M.E. & Inez Tate 0.14844% Harvey Elliott Turner 0.78125% Estella E. Withers 1.56250% Total 12.50000%					
21	S/2 SW/4 Sec. 29-21S-37E (80.00 Acres)	Fee Lease 10-22-35	Humble Oil & Refining Co. 12.50000%	Ropollo Oil Co.		None	Stinclair Oil & Gas Co. 100.00000%	Not Committed On Unit Effective Date.
		STATE LANDS	COMMITTED	160.00 Acres	6.1538%			100.00000%
		FEE LANDS	COMMITTED	2,120.00 Acres	81.5385%			100.00000%
			UNCOMMITTED	320.00 Acres	12.3077%			
		TOTAL FEE LANDS		2,440.00 Acres	93.8462%			
		TOTAL		2,600.00 Acres	100.0000%			

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER

CENTRAL DRINKARD UNIT

LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the Central Drinkard Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on January 11, 1965, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

Date: _____

Date: _____

Corporation

AMERADA PETROLEUM CORPORATION

By

Senior Vice President



ATTEST: _____
Assistant Secretary

Date: March 3, 1965

STATE OF _____
COUNTY OF _____

||
||

The foregoing instrument was acknowledged before me this _____ day of _____, 1965, by _____.

My Commission Expires: _____

Notary Public

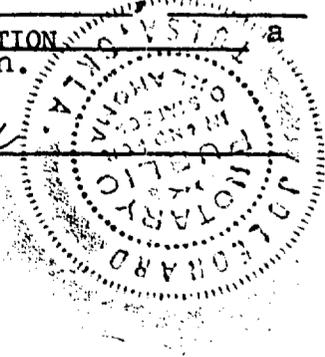
STATE OF OKLAHOMA
COUNTY OF TULSA

||
||

The foregoing instrument was acknowledged before me this 3rd day of March, 1965, by John P. Hammond, Senior Vice President of AMERADA PETROLEUM CORPORATION, a Delaware corporation, on behalf of said corporation.

Jo Leonard
Notary Public

My Commission Expires:
My Commission Expires February 8, 1969



The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

BROSECO CORPORATION



ATTEST:
Katherine G. Parks
Secretary
Date: February 23, 1965

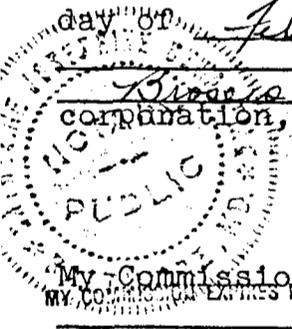
By John B. Rich
President
Address: 718 Mercantile Trust Building
Baltimore, Maryland 21202

Date: February 23, 1965

John B. Rich
John B. Rich
Address: 718 Mercantile Trust Building
Baltimore, Maryland 21202

THE STATE OF Maryland
COUNTY OF Baltimore

The foregoing instrument was acknowledged before me this 23rd
day of February, 1965, by John B. Rich of
Broseco Corporation, a Maryland
corporation, on behalf of said corporation.

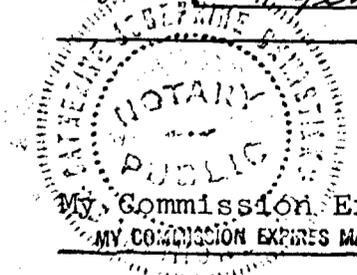


Catherine Josephine Chwastick
Notary Public

My Commission Expires: MY COMMISSION EXPIRES MAY 3, 1965

THE STATE OF Maryland
COUNTY OF Baltimore

The foregoing instrument was acknowledged before me this 23rd
day of February, 1965, by John B. Rich



Catherine Josephine Chwastick
Notary Public

My Commission Expires: MY COMMISSION EXPIRES MAY 3, 1965

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Mary D. Fleming Walsh (MDFW)
Individually

ESTATE OF WM. FLEMING, deceased

BY Bessie M. Fleming (BMF)

BY Mary D. Fleming Walsh (MDFW)

BY Richard F. Walsh (RFW)

BY Harry C. Weeks (HCW)

Address: Independent Executors of the Estate of
Wm. Fleming, deceased

~~ADDRESS~~

Date: February 8, 1965

Bessie M. Fleming (BMF)
Individually

Date: February 8, 1965

Address: 1302 First National Bank Building,
Fort Worth, Texas 76102

THE STATE OF TEXAS

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this _____
day of February, 1965, by Mary D. Fleming Walsh and Richard F. Walsh of
Independent Executors of the Estate of Wm. Fleming, deceased, and
~~corporation, partnership, or sole proprietorship.~~
Mary D. Fleming Walsh, Individually.

W. L. Zachary
Notary Public

My Commission Expires:
June 1, 1965

THE STATE OF TEXAS

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 8th
day of February, 1965, by Bessie M. Fleming
and Harry C. Weeks, Independent Executors of the Estate of Wm. Fleming, deceased,
and Bessie M. Fleming, Individually.

Frances Crow
Notary Public

My Commission Expires:
June 1, 1965

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

MARATHON OIL COMPANY

ATTEST:

By I. G. Burrell
I. G. Burrell
Division Manager
Address: P. O. Box 3128
Houston, Texas 77001

FORM C.
97
Iron

Date: January 21, 1965

Date: _____

Address: _____

THE STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 21st
day of January, 1965, by I. G. Burrell, Division Manager of
Marathon Oil Company, an Ohio
corporation, on behalf of said corporation.

IRMA GREEN
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1965

Irma Green
Notary Public

My Commission Expires: _____

THE STATE OF _____

COUNTY OF _____

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

Notary Public

My Commission Expires: _____

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
CENTRAL DRINKARD UNIT
LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated January 1, 1965, entitled "Unit Agreement, Central Drinkard Unit, Lea County, New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated January 1, 1965, entitled "Unit Operating Agreement, Central Drinkard Unit, Lea County, New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Central Drinkard Unit as initially constituted, depending upon whether such tracts qualify for inclusion therein as provided in said agreement; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement,

NOW, THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned tracts identified by said Exhibits, thereby becoming a party thereto.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

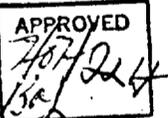
Date: FEB 23 1965

PAN AMERICAN PETROLEUM CORPORATION

By: *C. F. Bedford*

Its:

Attorney-in-Fact



ATTEST:
A. Smith
ASSISTANT Secretary

THE STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 22 day of February, 1965, by C. F. BEDFORD, ATTORNEY-IN-FACT of PAN AMERICAN PETROLEUM CORPORATION, a Delaware corporation, on behalf of said corporation.

Thora Prater THORA PRATER
Notary Public

My Commission Expires:

6-1-65

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

*Form
OK
Kendall*



SKELLY OIL COMPANY

ATTEST:
R. Kendall Sherrill
Assistant Secretary

By C. L. Blacksher
Vice President

Date: 3-23-65

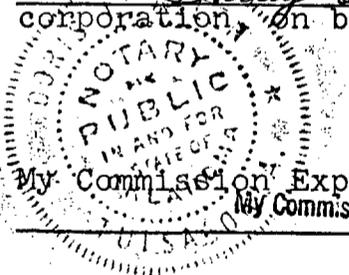
Address: P. O. Box 1650, Tulsa, Oklahoma 74102

Date: _____

Address: _____

THE STATE OF Oklahoma
COUNTY OF Tulsa

The foregoing instrument was acknowledged before me this 22nd
day of March, 1965, by C. L. Blacksher, Vice President of
Skelly Oil Company, a Delaware
corporation, on behalf of said corporation.



Don L. Allen
Notary Public

My Commission Expires: May 31, 1967

THE STATE OF _____
COUNTY OF _____

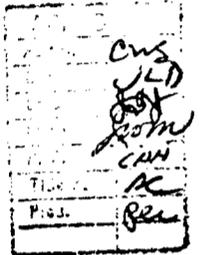
The foregoing instrument was acknowledged before me this _____
day of _____, 19____, by _____.

Notary Public

My Commission Expires: _____

The foregoing 21 pages and Exhibits A and B incorporated therewith marked Final Draft constituting the Unit Agreement for the Central Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly ratified and adopted by the undersigned as the owner of either a working interest or a royalty interest, all as more fully shown in Exhibit B, with the following exception: Paragraph 1.2 is modified to expressly state that the Unitized Formation is the Drinkard formation such that the Unitized Formation shall be described as follows:

That portion of the Drinkard formation which was encountered in the drilling of Gulf Oil Corporation's J. N. Carson (NCT-A) Well No. 7 between the depths of 6,440 feet and 6,590 feet which said well is situated 810 feet from the North line and 2,180 feet from the East line of Section 33, Township 21 South, Range 37 East, N.M.P.M., Lea County, New Mexico.



SOCONY MOBIL OIL COMPANY, INC.

ATTEST:

Date: _____

Date: _____

By *R. D. Hanley*
Attorney in Fact

Address: _____

Address: _____

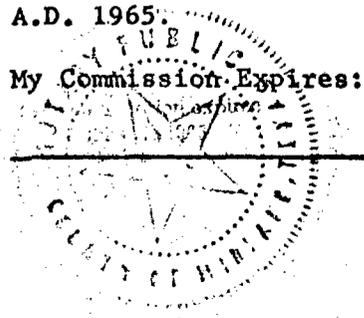
THE STATE OF TEXAS

COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this day personally appeared *R. D. Hanley*, as Attorney in Fact for SOCONY MOBIL OIL COMPANY, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed said instrument as the act of SOCONY MOBIL OIL COMPANY, INC., and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1 day of February, A.D. 1965:

My Commission Expires: _____



Clyde T. Cole
Notary Public in and for
Midland County, Texas

CLYDE T. COLE, Notary Public
in and for Midland County, Texas

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

SOHIO PETROLEUM COMPANY

ATTEST:

By *Cecil C. Irby*

Date: _____

Address: 970 First National Office Building
Oklahoma City, Oklahoma 73102

Irby

Date: _____

Address: _____

THE STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

The foregoing instrument was acknowledged before me this 21st
day of April, 1965, by CECIL C. IRBY
AGENT AND ATTORNEY-IN-FACT of
SOHIO PETROLEUM COMPANY, an Ohio
corporation, on behalf of said corporation.

My Commission Expires:

October 5, 1968

Nancy J. [Signature]
Notary Public

THE STATE OF _____

COUNTY OF _____

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

Notary Public

My Commission Expires:

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

SUNRAY DX OIL COMPANY

~~Assistant Secretary~~

J. H. Douma
~~Vice President~~

1000 Ave...
W&R
Attorney

Box 2039, Tulsa, Oklahoma 74102

By _____

Address: _____

ATTEST:
Mirna Penfrows
Assistant Secretary
Dated, February 25, 1965

Date: _____

Address: _____

THE STATE OF OKLAHOMA
COUNTY OF TULSA

§
§

The foregoing instrument was acknowledged before me this 25th
day of February, 19 65, by J. H. Douma
Vice President of
Sunray DX Oil Company, a Delaware
corporation, on behalf of said corporation.

Betty J. Sampson
Notary Public

My Commission Expires:
October 26, 1968

THE STATE OF _____
COUNTY OF _____

§
§

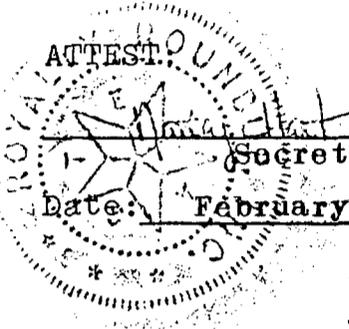
The foregoing instrument was acknowledged before me this _____
day of _____, 19____, by _____

Notary Public

My Commission Expires:

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ROYALTY ROUNDUP, INC.
P. O. Box 5615
Midland, Texas



By Jack L. Hart
President
Address: _____

Secretary
Date: February 1, 1965

Date: _____

Address: _____

THE STATE OF TEXAS X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 1st
day of February, 1965, by Jack L. Hart
Royalty Roundup, Inc., President of
a Texas
corporation, on behalf of said corporation.

W. D. Mahin
Notary Public

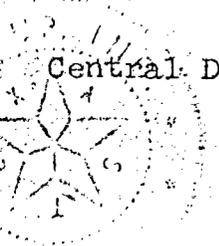
My Commission Expires:
June 1, 1965

THE STATE OF _____ X
COUNTY OF _____ X

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

Notary Public

My Commission Expires:



Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

June D. Speight

June D. Speight, dealing in her sole and
separate property

ATTEST:

By _____

Date: March 17, 1965

Address: Drawer 1687

Lovington, New Mexico

Date: _____

Address: _____

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires: _____

THE STATE OF New Mexico

§

COUNTY OF Lea

§

The foregoing instrument was acknowledged before me this 17th
day of March, 1965, by _____
June D. Speight, dealing in her sole and separate property

Floris Henderson
Notary Public

My Commission Expires: _____

1-27-69

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Jack Shieren

ATTEST:

By _____

Date: _____

Address: _____

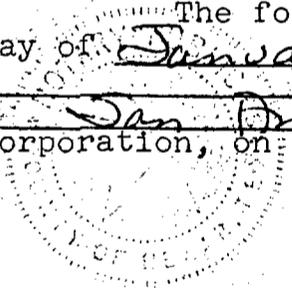
Date: _____

Address: _____

THE STATE OF Texas
COUNTY OF Bexar

§
§

The foregoing instrument was acknowledged before me this 28th
day of January, 1965, by Jack Shieren of
San Antonio, a
corporation, on behalf of said corporation.



Thomas M. Staleski
Notary Public

My Commission Expires:
May 1965

THE STATE OF _____
COUNTY OF _____

§
§

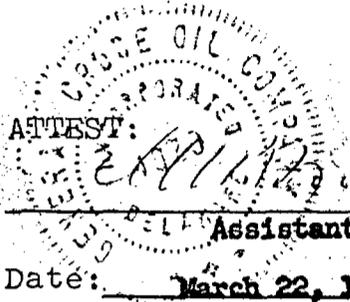
The foregoing instrument was acknowledged before me this _____
day of _____, 19____, by _____.

Notary Public

My Commission Expires:

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

GENERAL CRUDE OIL COMPANY



By _____

J. W. Cutbirth

J. W. Cutbirth, Vice-President

Date: March 22, 1965

Address: P. O. Box 2252
Houston, Texas 77001

Date: _____

Address: _____

THE STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 22nd
day of March, 1965, by J. W. Cutbirth
Vice-President of
General Crude Oil Company, a Delaware
corporation, on behalf of said corporation.



CHRISTENE THOMPSON

Christene Thompson
Notary Public

My Commission Expires:
June 1, 1965

THE STATE OF _____

COUNTY OF _____

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

Notary Public

My Commission Expires:

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Billie N. Anderson, wife

Raymond R. Anderson

Billie N. Anderson
Raymond R. Anderson

1806 Breckon Dr. - Hobbs, N. M. 88240

ATTEST:

By _____

Date: _____

Address: _____

Date: _____

Address: _____

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires:

THE STATE OF New Mexico

§

COUNTY OF Lea

§

The foregoing instrument was acknowledged before me this 28th
day of January, 1965, by Billie N. & Raymond R. Anderson

Clyde E. Trayler

Notary Public

My Commission Expires:
August 10, 1968

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated therewith marked Final Draft constituting the Unit Agreement for the Central Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly ratified and adopted by the undersigned as the owner of either a working interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____

Date: _____

Address: _____

Date: 2-24-65

Warren D. Anderson

Address: Box 136, MIDLAND, TEXAS

THE STATE OF _____ §

COUNTY OF _____ §

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

Notary Public

My Commission Expires: _____

THE STATE OF Texas §

COUNTY OF Midland §

The foregoing instrument was acknowledged before me this 24 day of February, 1965, by Warren D. Anderson.



My Commission Expires: _____

Celeste Royal
Notary Public

CELESTE ROYAL - NOTARY PUBLIC
IN AND FOR MIDLAND COUNTY, TEXAS

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Roy G. Barton
Roy G. Barton
Opal Barton
Opal Barton

ATTEST:

_____ By _____

Date: _____ Address: _____

Date: _____ Address: _____

THE STATE OF _____
COUNTY OF _____

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

Notary Public

My Commission Expires:

THE STATE OF New Mexico
COUNTY OF Lea

The foregoing instrument was acknowledged before me this 15th
day of February, 1965, by Roy G. Barton and wife,
Opal Barton

[Signature]
Notary Public

My Commission Expires:
Dec 8, 1967

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Charles F Bedford

ATTEST:

By _____

Date: _____

Address: _____

Date: _____

Address: _____

THE STATE OF _____

¶

COUNTY OF _____

¶

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

Notary Public

My Commission Expires:

THE STATE OF Texas

¶

COUNTY OF Tarrant

¶

The foregoing instrument was acknowledged before me this 14
day of April, 1965, by C. F. BEDFORD

Thora Prater THORA PRATER
Notary Public

My Commission Expires:
6-1-65

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Edwin Matthews Bedford

ATTEST:

By _____

Date: _____

Address: _____

Date: _____

Address: _____

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires:

THE STATE OF CALIFORNIA

§

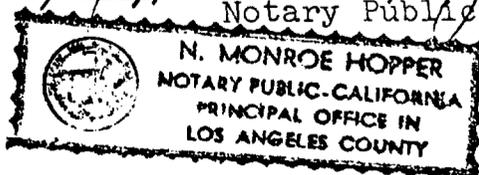
COUNTY OF LOS ANGELES

§

The foregoing instrument was acknowledged before me this _____
day of JANUARY 27, 1965, by EDWIN MATTHEWS BEDFORD

N. Monroe Hopper
Notary Public

My Commission Expires:
My Commission Expires May 19, 1966



Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Henry de Graffenried Bedford

ATTEST:

By _____

Date: _____

Address: _____

Date: _____

Address: _____

THE STATE OF _____

l

COUNTY OF _____

l

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

Notary Public

My Commission Expires:

THE STATE OF California

l

COUNTY OF Orange

l

The foregoing instrument was acknowledged before me this 25th
day of Jan, 1965, by
Henry de Graffenried Bedford, A SINGLE MAN

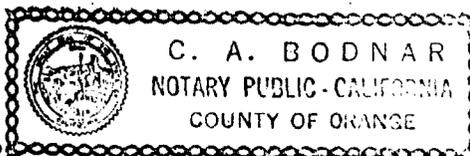
C A Bodnar

C A Bodnar

Notary Public

My Commission Expires:
Sept 27 1966

Central Drinkard Unit Agreement



Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By Rachel Bedford Bowen, a widow

Date: _____

Address: _____

Date: _____

Address: _____

THE STATE OF _____
COUNTY OF _____

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

Notary Public

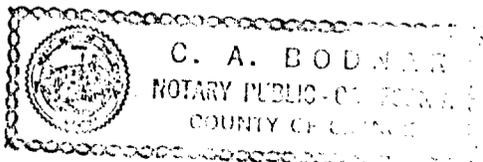
My Commission Expires: _____

THE STATE OF Calif
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 29th
day of Jan, 1965, by Rachel Bedford Bowen

C A Bodnar
C A Bodnar Notary Public

My Commission Expires: Sept 27 1966



Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Constance E. Byers
Constance E. Byers, a widow.
Two Niles Road
Austin, Texas 78703

ATTEST:

By _____

Date: _____

Address: _____

Date: _____

Address: _____

THE STATE OF _____ §

COUNTY OF _____ §

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

Notary Public

My Commission Expires:

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me this 26th
day of April, 19 65, by Constance E. Byers, a widow.

Lynwood Mark Rhodes
Notary Public

Lynwood Mark Rhodes, Notary Public in
and for Travis County, Texas

My Commission Expires:
June 1, 1965

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____
Date: _____ Address: _____

John Pearl Carson
Willie M. Carson
Date: 2-8-65 Address: Box 15
Midland Tex

THE STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____
day of _____, 19____, by _____ of
_____, a _____
corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

THE STATE OF Lea
COUNTY OF Midland
The foregoing instrument was acknowledged before me this 8
day of February, 1965, by John Pearl Carson
and wife, Willie M. Carson

John E. Upfold
Notary Public

My Commission Expires:
6-1-65

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____

Date: _____

Address: _____

Anderson Carter

Gerldine Carter

Date: _____

Address: _____

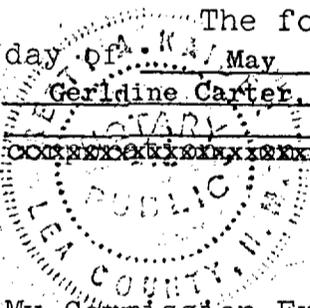
THE STATE OF New Mexico

¶

COUNTY OF Lea

¶

The foregoing instrument was acknowledged before me this 20th
day of May, 1965, by Anderson Carter and
Gerldine Carter, his wife, _____ of
_____, & _____
~~corporation, a limited liability corporation.~~



Betty A. Kaiser
Notary Public

My Commission Expires:
August 29, 1966

THE STATE OF _____

¶

COUNTY OF _____

¶

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

Notary Public

My Commission Expires:

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____

Date: _____

Address: _____

Effie Carter

Date: _____

Address: _____

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires:

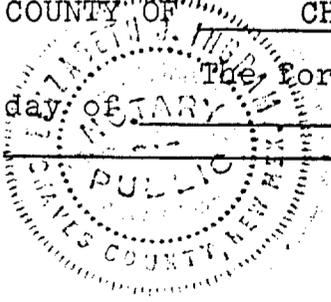
THE STATE OF NEW MEXICO

§

COUNTY OF CHAVES

§

The foregoing instrument was acknowledged before me this 27th
day of May, 1965, by Effie Carter, a widow



[Signature]

Notary Public

My Commission Expires:

My Commission Expires August 15, 1966

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

Date: _____

By _____
Address: _____

Powhatan Carter, Jr.
Beverly T. Carter

Date: _____

Address: Box 328
Ft. Sumner, New Mexico

THE STATE OF _____ §
COUNTY OF _____ §

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

Notary Public

My Commission Expires:

THE STATE OF New Mexico §
COUNTY OF De Baca §

The foregoing instrument was acknowledged before me this 22nd
day of February, 1965, by Powhatan Carter, Jr.
and his wife, Beverly T. Carter

F. E. Lund
Notary Public

My Commission Expires:
December 26, 1966

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

Date: Jan. 20, 1965

By Verna Chambers (widow)
Address: 715 N. University
Seminole Okla.

Date: _____

Address: _____

THE STATE OF _____

COUNTY OF _____

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

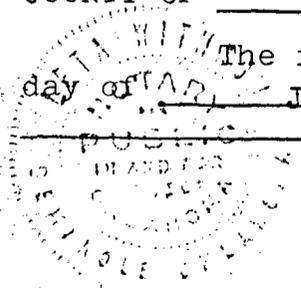
Notary Public

My Commission Expires:

THE STATE OF Okla.

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 20
day of January, 19 65, by Verna Chambers (widow)



[Signature]
Notary Public

My Commission Expires:
April 7, 1965

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Rosemary Anderson Chapman
Earl Chapman Jr

ATTEST:

By _____

Date: _____

Address: _____

Date: _____

Address: _____

THE STATE OF _____

I

COUNTY OF _____

I

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

Notary Public

My Commission Expires:

THE STATE OF TEXAS

I

COUNTY OF GARZA

I

The foregoing instrument was acknowledged before me this 2nd
day of March, 19 65, by Rosemary Anderson Chapman
and her husband WEarl Chapman Jr.

Pat N. Walker
Notary Public

Pat N. Walker, Notary Public, Garza
County, Texas

My Commission Expires:
June 1, 1965

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

B. A. Christmas, Jr., and Joyce Christmas Brown, Joint
Executors of Estate of Annie L. Christmas, dec'd; and indi-
vidually as Heirs at Law; and B. A. Christmas, Jr., father
and natural guardian of minor heirs, Terri, Bradford, Candy
and Helen Jane Christmas.

ATTEST:

(1) Joyce Christmas Brown

(2) B. A. Christmas, Jr.

Date: 3/10/65

Address: (1) 909 N. Alameda, Las Cruces, N. M.
(2) Chico Route, Raton, New Mexico

Date: _____

Address: _____

THE STATE OF _____ §

COUNTY OF _____ §

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

Notary Public

My Commission Expires:

THE STATE OF NEW MEXICO §

COUNTY OF GRANT §

The foregoing instrument was acknowledged before me this 10th
day of March, 19 65, by B. A. Christmas, Jr., and
Joyce Christmas Brown.

H. O. Robertson
Notary Public

My Commission Expires:
4/14/66

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

CITIES SERVICE OIL COMPANY

ATTEST:

By *Mark R. Taylor*
Attorney-in-Fact

Date: March 1, 1965

Address: _____

Date: _____

Address: _____

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires:

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

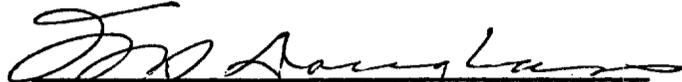
My Commission Expires:

STATE OF OKLAHOMA)
) SS
COUNTY OF Washington)

Attorney-in-Fact

On this 1st day of March, 196⁵4, before me personally appeared Mark F. Payton, to me known to be the person who executed the foregoing instrument as Attorney-in-Fact in behalf of Cities Service Oil Company, and acknowledged that he executed the same as the free act and deed of said Cities Service Oil Company.

My Commission Expires:
March 10, 1968


M. S. Douglass, Notary Public



STATE OF _____)
) SS
COUNTY OF _____)

Corporation

On this the _____ day of _____, 1964 personally appeared _____ to me personally known, who being by me duly sworn did say that he is the _____ President of _____ and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledges said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires:

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

Individual

On this _____ day of _____, 1964 before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires:

Notary Public

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

*The Citizens National Bank of Decatur
a National Banking Association, for
account of J. L. Bennett

ATTEST:

Dale Willets
Cashier
Date: Feb. 4, 1965

By F. C. Ransom
Vice President
Address: 236 North Water Street
Decatur, Illinois

Date: _____

Address: _____

THE STATE OF Illinois §
COUNTY OF Macon §

The foregoing instrument was acknowledged before me this 4th
day of February, 1965, by F. C. Ransom
and Dale Willets, Vice President & The Cashier of
The Citizens National Bank of Decatur, a national banking
~~corporation~~ on behalf of said ~~corporation~~
~~association~~ association

Margaret L. Muller
Notary Public

My Commission Expires:
February 9 1966

THE STATE OF _____ §
COUNTY OF _____ §

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

Notary Public

My Commission Expires:

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

J. C. Clower

ATTEST:

By _____

Date: _____

Address: _____

Date: _____

Address: _____

THE STATE OF _____

℥

COUNTY OF _____

℥

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

Notary Public

My Commission Expires:

THE STATE OF TEXAS

℥

COUNTY OF WICHITA

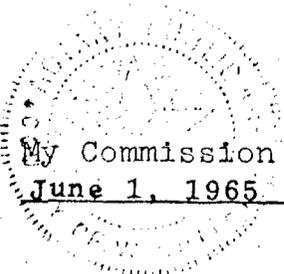
℥

The foregoing instrument was acknowledged before me this 17th
day of March, 1965, by J. C. Clower

E. W. Arwood
Notary Public
E. W. Arwood

My Commission Expires:

June 1, 1965



The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

George H. Coates

By:

Date: January 25, 1965

Address: 1610 Milam Building, San Antonio, Texas 78205

Elizabeth H. Coates

Date: January 25, 1965

Address: 1610 Milam Building, San Antonio, Texas 7820

THE STATE OF _____ §

COUNTY OF _____ §

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

Notary Public

My Commission Expires:

THE STATE OF TEXAS §

COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this 25th
day of January, 1965, by GEORGE H. COATES and
ELIZABETH H. COATES, husband and wife

Bernice S. Friesenhahn
Notary Public

BERNICE S. FRIESENHAHN
Notary Public, Bexar County, Texas

My Commission Expires:
May 31, 1965.

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Hugh Corrigan, III
Ann U. Corrigan

ATTEST:

~~By~~ _____

Date: February 17, 1965

Address: _____

Date: _____

Address: _____

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires:

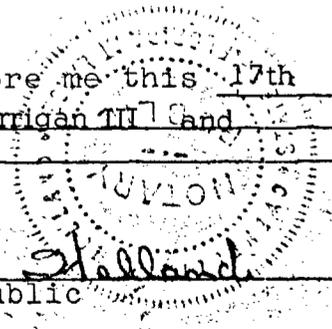
THE STATE OF FLORIDA

§

COUNTY OF INDIAN RIVER

§

The foregoing instrument was acknowledged before me this 17th
day of February, 19 65, by Hugh Corrigan III and
Ann U. Corrigan



Duane P. Stallard
Notary Public

My Commission Expires:
March 12, 1966

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____

Date: _____

Address: _____

J. Patrick Corrigan
Patricia P. Corrigan

Date: February 18, 1965

Address: Station 1, Drawer CR
Vero Beach, Florida 32960

THE STATE OF _____ §

COUNTY OF _____ §

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

Notary Public

My Commission Expires:

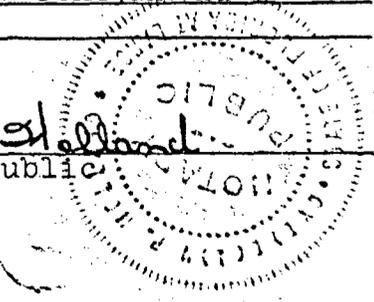
THE STATE OF FLORIDA §

COUNTY OF INDIAN RIVER §

The foregoing instrument was acknowledged before me this 18th
day of February, 1965, by J. Patrick Corrigan and
Patricia P. Corrigan

Sumedha P. Shelton
Notary Public

My Commission Expires:
March 12, 1966



Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Wayne Cowden
Ollie Cowden

ATTEST:

By _____

Date: _____

Address: _____

Date: _____

Address: _____

THE STATE OF _____ §
COUNTY OF _____ §

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

Notary Public

My Commission Expires:

THE STATE OF N. M. §
COUNTY OF Lddy §

The foregoing instrument was acknowledged before me this 7
day of February, 1965, by
Wayne Cowden and his wife Ollie Cowden.

[Signature]

Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
JULY 25, 1967.

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____

Date: _____

Address: _____

Wright E. Cowden

Date: February 2, 1965

Address: P. O. Box 482
Midland, Texas

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires:

THE STATE OF TEXAS

§

COUNTY OF MIDLAND

§

The foregoing instrument was acknowledged before me this 2nd
day of February, 1965, by Wright E. Cowden

Velma Flannery (Velma Flannery)
Notary Public in and for
Midland County, Texas

My Commission Expires:
June 1, 1965

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____

Date: _____

Address: _____

Willard L. Davis

Mrs. Bryce Ruth Davis

Date: February 10, 1965

Address: P.O. Box 16
Lake Hamilton, Arkansas

THE STATE OF _____

|

COUNTY OF _____

|

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

Notary Public

My Commission Expires:

THE STATE OF Arkansas

|

COUNTY OF Garland

|

The foregoing instrument was acknowledged before me this 10th
day of February, 1965, by Willard L. Davis
and Mrs. Bryce Ruth Davis

Bonnie L. Allen
Notary Public

My Commission Expires:
December 12, 1966

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

FELMONT OIL CORPORATION

ATTEST:

Midred M. Honick
Assistant Secretary

By Ray A. Hugos
Ray A. Hugos, Manager, Western Division
Address: P. O. Box 1855
Midland, Texas 79701

Date: February 24, 1965

Date: _____

Address: _____

THE STATE OF TEXAS

COUNTY OF MIDLAND

The foregoing instrument was acknowledged before me this 24th
day of February, 1965, by Ray A. Hugos of
Felmont Oil Corporation, Manager, Western Division of
corporation, on behalf of said corporation.

NEEDA BREWER, Notary Public
My Commission Expires June 1, 1965
My Commission Expires:
June 1, 1965

Needa Brewer
Notary Public (Needa Brewer)

THE STATE OF _____

COUNTY OF _____

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

My Commission Expires:

Notary Public

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

[Signature]
Assistant Cashier

Date: MAR 26 1965

The First National Bank of Fort Worth

By *[Signature]*
Vice President & Trust Officer
Trustee for the B/O Raynard See Makin, Jr.
Address: _____

CORPORATION ACKNOWLEDGEMENT

THE STATE OF TEXAS,

County of TARRANT }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
H. T. WEBSTER, Vice President & Trust Officer,
known to me to be the person and officer
whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said
THE FIRST NATIONAL BANK OF FORT WORTH
a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein
expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of March

A. D. 1965.

My Commission Expires June 2, 1965

(L.S.)

[Signature]

DONATHEA ROBSON, Notary Public
Tarrant County, Texas

Notary Public in and for TARRANT County, Texas.

Form 101

Notary Public

My Commission Expires:

THE STATE OF _____

COUNTY OF _____

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

Notary Public

My Commission Expires:

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

[Signature]
Assistant Cashier
Date: MAR 26 1965

The First National Bank of Fort Worth
By *[Signature]*
Vice President & Trust Officer
Trustee for the B/o Roger Frederic Makin
Address: _____

THE STATE OF TEXAS,
County of TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
H. T. WEBSTER,
Vice President & Trust Officer
, known to me to be the person and officer
whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said
THE FIRST NATIONAL BANK OF FORT WORTH
a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein
expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of March A. D. 19 65
My Commission Expires June 1, 1965
[Signature] DOROTHEA ROBSON, Notary Public
Tarrant County, Texas
Notary Public in and for TARRANT County, Texas.

Form 101

My Commission Expires:

Notary Public

THE STATE OF _____
COUNTY OF _____

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

My Commission Expires:

Notary Public

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

Date: _____

Henry Ward Fitzmaurice

By *Marlene Gayle Fitzmaurice*

Address: *19 Ridgewood Lane*
Scotia, New York 12302

Date: _____

Address: _____

THE STATE OF _____

COUNTY OF _____

Y
Y

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

Notary Public

My Commission Expires: _____

THE STATE OF *New York*

COUNTY OF *Schenectady*

Y
Y

The foregoing instrument was acknowledged before me this *15th*
day of *March*, 19*65*, by *Henry Ward Fitzmaurice*
Marlene Gayle Fitzmaurice

George A. Kernan
Notary Public

My Commission Expires: _____

GEORGE A. KERNAN
Notary Public for the State of New York
Qualified in Schenectady County
My Commission Expires Mar. 30, 19*67*

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

Margaret Johnson

By _____

Date: _____

Address: _____

Date: 3-19-65

David Donoghue Agent

Address: Ft. Worth National Bldg.
Fort Worth, Texas

THE STATE OF _____ §

COUNTY OF _____ §

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

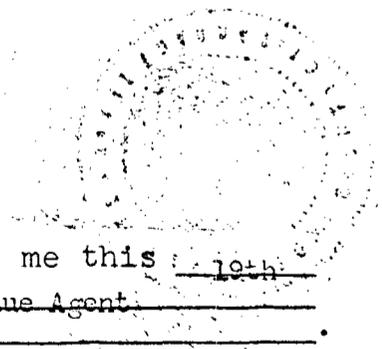
Notary Public

My Commission Expires:

THE STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 10th
day of March, 1965, by David Donoghue Agent



Margaret Johnson
Notary Public

My Commission Expires:
6-1-65

The foregoing 21 pages and Exhibits A and B incorporated therewith marked Final Draft constituting the Unit Agreement for the Central Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly ratified and adopted by the undersigned as the owner of either a working interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

H. J. Nelson
Secretary

Date: _____

THE FLUOR CORPORATION, LTD.

BY J. S. Fluor
The Chairman of the Board of Directors

Address: 615 Midland Tower Bldg.
Midland, Texas

The interest shown to Continental Illinois National Bank and Trust Company of Chicago has been assigned as security for indebtedness, and this instrument is executed in behalf of it without covenant or warranty of any kind, expressed or implied, regardless of any provision hereof.

ATTEST:

W. J. Garver
asst Cashier

Date: 2-19-65

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

BY W. J. Garver
Vice President

Address: 231 So. LaSalle Street
Chicago, Illinois 60690

ATTEST:

E. L. Rota
Secretary

Date: 3-3-65

PATRICK OIL COMPANY

BY J. L. Rota
Vice President

Address: ~~XXXXXX~~
~~New York NY New York~~
~~Chicago Chicago Chicago~~

100 West Tenth Street
Wilmington, Delaware

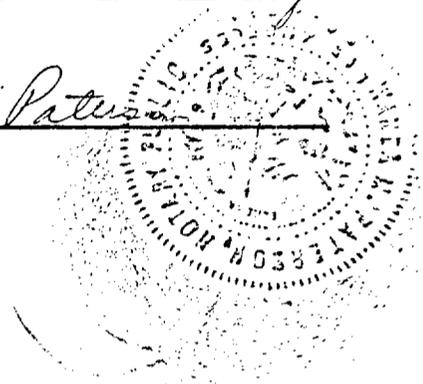
STATE OF CALIFORNIA X

COUNTY OF LOS ANGELES X

BEFORE ME, Wanda M. Paterson, a Notary Public in and for said County and State, on this day personally appeared J. S. Fenov of THE FLUOR CORPORATION, LTD., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that same was the act of said corporation and that he executed the same as the act of said corporation for the purposes and considerations therein expressed.

Given Under My Hand and Seal of Office, This 11th day of February, 1965.

Wanda M. Paterson



My Commission Expires:

WANDA M. PATERSON
My Commission Expires June 2, 1967

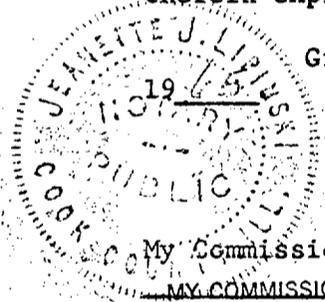
STATE OF ILLINOIS X

COUNTY OF COOK X

BEFORE ME, JEANETTE J. LIPINSKI, a Notary Public in and for said County and State, on this day personally appeared W. W. Wilson, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the VICE PRESIDENT of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed and as the act of said association.

Given under my hand and seal of office, this 19th day of FEBRUARY,

Jeanette J. Lipinski



My Commission Expires:

MY COMMISSION EXPIRES
MARCH 16, 1968

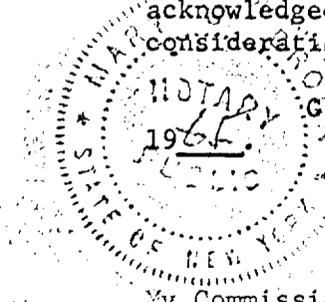
STATE OF New York X

COUNTY OF New York X

BEFORE ME, Mary G. Brown, a Notary Public, on this day personally appeared FRED L. HEYES, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the VICE President of PATRICK OIL COMPANY, a Delaware Corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed and as the act of said corporation.

Given under my hand and seal of office, this 3rd day of March,

Mary G. Brown

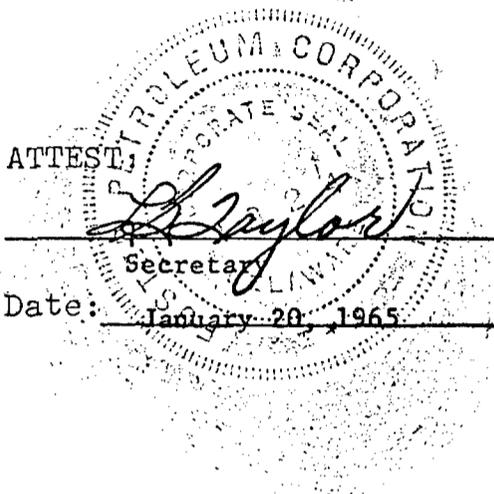


MARY G. BROWN
NOTARY PUBLIC, State of New York
No. 43-5432005
Qualified in Richmond County
Auto filed in New York County
Commission Expires March 30, 1968

My Commission Expires:
March 30, 1966

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

FOSTER PETROLEUM CORPORATION



ATTEST:

By Charles F. Doornbos

Charles F. Doornbos
Executive Vice-President

Address: P. O. Box 729 - Bartlesville, Oklahoma 74004

Date: January 20, 1965

Date: _____

Address: _____

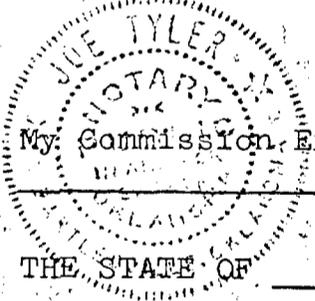
THE STATE OF OKLAHOMA

§

COUNTY OF WASHINGTON

§

The foregoing instrument was acknowledged before me this 20th
day of January, 1965, by Charles F. Doornbos, Executive Vice-President of
Foster Petroleum Corporation, a Delaware
corporation, on behalf of said corporation.



Joe Tyler
Notary Public

My Commission Expires: _____

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires: _____

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____

Date: _____

Address: _____

Date: 2/6/65

x B. F. Gale
x _____
Address: _____

THE STATE OF _____
COUNTY OF _____

§
§

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

Notary Public

My Commission Expires:

THE STATE OF _____
COUNTY OF _____

§
§

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

Notary Public

My Commission Expires:

44F-10K
MAR

FIRST TRUST COMPANY OF SAINT PAUL

CHARLES J. CURLEY
CHAIRMAN OF THE BOARD



HARRY L. HOLTZ
PRESIDENT

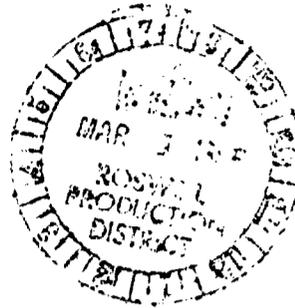
SAINT PAUL, MINNESOTA 55101

OLIVER W. HEDEEN
SENIOR VICE PRESIDENT

February 25, 1965

888

Gulf Oil Corporation
P. O. Drawer 1938
Roswell, New Mexico 88201



Attention: M. I. Taylor

Re: Central Drinkard Unit Agreement
Lea County, New Mexico

Gentlemen:

I refer to your letter of February 2, 1965 addressed to B. T. Gale in our care. Enclosed are three copies of the Instrument of Ratification signed only by B. T. Gale.

Mr. Gale is under doctor's care and it is difficult for him to get to a Notary Public. He has sent these forms to me with the instruction that I send them along to you in this form. He advises that if you are unable to accept them in this form that you can simply mark your records that he declines to execute them.

I refer to similar letters addressed to this Company for the account of Mr. Gale and for the account of Grace D. Gale. Because we act in those accounts only under Mr. Gale's direction, we will not execute the Ratification as to those interests unless Mr. Gale's enclosed forms are acceptable to you. If you find that you can accept them, please let me know and I will see that the ratifications for the other interests are forwarded by return mail.

I should mention specifically that Mr. Gale is married but he is just as specific in that connection that he will not ask her to join in executing the papers.

I hope you will find it possible to work something out from your end.

Sincerely yours,

Senior Vice President

OWH:jt
Enclosures
23036-1

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

FIRST TRUST COMPANY OF SAINT PAUL

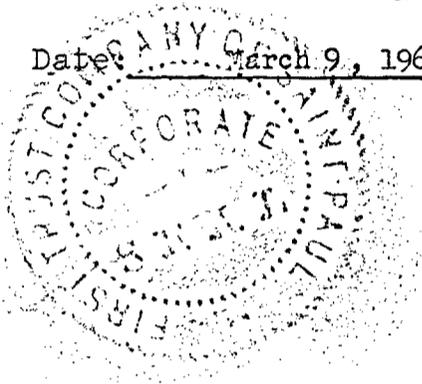
O. W. Hedeem

By O. W. Hedeem

Senior Vice President for
Account of B. T. Gale

Date: March 9, 1965

Address: W-555 First National Bank Bldg.
St. Paul, Minnesota 55101



Date: _____

Address: _____

THE STATE OF MINNESOTA

§

COUNTY OF RAMSEY

§

The foregoing instrument was acknowledged before me this 9th
day of March, 19 65, by O. W. Hedeem
Senior Vice President of
First Trust Company of Saint Paul, a Minnesota
corporation, on behalf of said corporation.

Jean Thompson
Notary Public

My Commission Expires:
August 8, 1971

JEAN THOMPSON,
Notary Public, Ramsey County, Minn.
My Commission Expires Aug. 9, 1971

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires:

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

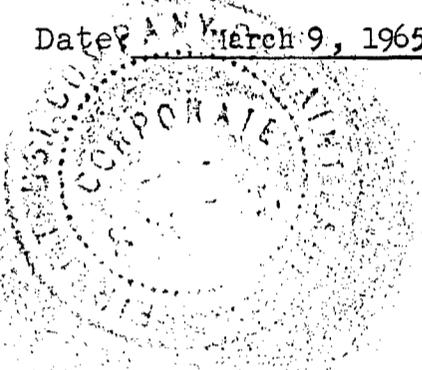
FIRST TRUST COMPANY OF SAINT PAUL

[Signature]

By *[Signature]*

Date March 9, 1965

Senior Vice President, Trustee for
Grace D. Gale, Deceased
Address: W-555 First National Bank Bldg.
St. Paul, Minnesota



Date: _____

Address: _____

THE STATE OF MINNESOTA

§

COUNTY OF RAMSEY

§

The foregoing instrument was acknowledged before me this 9th
day of March, 1965, by O. W. Hedeen
Senior Vice President of
First Trust Company of Saint Paul, a Minnesota
corporation, on behalf of said corporation.

My Commission Expires:
August 9, 1971

[Signature]
Notary Public

JEAN THOMPSON
Notary Public, Ramsey County, Minn
My Commission Expires Aug. 9, 1971



THE STATE OF _____

§

COUNTY OF _____

§

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

My Commission Expires:

Notary Public

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

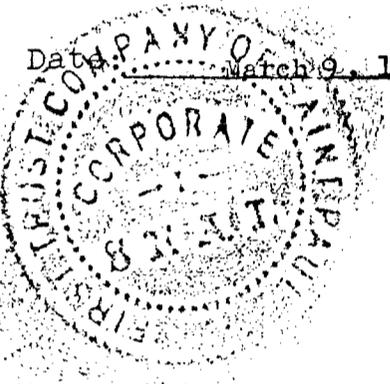
ATTEST:

FIRST TRUST COMPANY OF SAINT PAUL

H. Sodeman By O. W. Hedeem
Senior Vice President for account of Grace D. Gale

Date: March 9, 1965

Address: W-555 First National Bank Building
St. Paul, Minnesota 55101



Date: _____

Address: _____

THE STATE OF MINNESOTA

COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me this 9th
day of March, 19 65, by O. W. Hedeem
Senior Vice President of
First Trust Company of Saint Paul, a Minnesota
corporation, on behalf of said corporation.

My Commission Expires:
August 8, 1971

Jean Thompson
Notary Public

JEAN THOMPSON,
Notary Public, Ramsey County, Minn.
My Commission Expires Aug. 8, 1971



THE STATE OF _____

COUNTY OF _____

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

My Commission Expires: _____

Notary Public

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Grae Carson Gladwin

ATTEST:

By _____

Date: _____

Address: 5826 Pineridge Rd. San Antonio, Texas

Orin A. Gladwin

Date: _____

Address: 8826 Pineridge Rd. San Antonio, Texas

THE STATE OF Texas

§

COUNTY OF Brewer

§

The foregoing instrument was acknowledged before me this 9th
day of February, 1965, by Grae Carson Gladwin of
_____, a _____
corporation, on behalf of said corporation.

Harold Linze

HAROLD LINZE

Notary Public, Bexar County, Texas

My Commission Expires:

June 1, 1965

THE STATE OF Texas

§

COUNTY OF Brewer

§

The foregoing instrument was acknowledged before me this 9th
day of February, 1965, by Orin A. Gladwin

Harold Linze

HAROLD LINZE

Notary Public, Bexar County, Texas

My Commission Expires:

June 1, 1965

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____

Date: _____

Address: _____

Julian W. Glass, Jr.
Julian W. Glass, Jr., Trustee under the Will
of J. Wood Glass, Deceased

Date: January 25, 1965

Address: P.O. Box 587
Nowata, Oklahoma 74048
I.D. No. 73-0669795

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires:

THE STATE OF OKLAHOMA

§

COUNTY OF NOWATA

§

The foregoing instrument was acknowledged before me this 25th
day of January, 1965, by Julian W. Glass, Jr., Trustee
~~as his free and voluntary act and deed as such Trustee, for the purposes and consideration~~
~~therein expressed.~~

James A. Arnold
Notary Public
James A. Arnold

My Commission Expires:
January 11, 1968

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By

Sue Saunders Graham

Date:

Address:

P.O. Drawer 2168
Roswell, New Mexico 88201

Robert L. Graham

(Husband of Sue S. Graham)

Date:

Address:

P.O. Drawer 2168
Roswell, New Mexico 88201

THE STATE OF _____

X

COUNTY OF _____

X

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

Notary Public

My Commission Expires: _____

THE STATE OF New Mexico

X

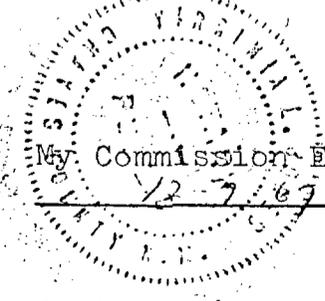
COUNTY OF Chaves

X

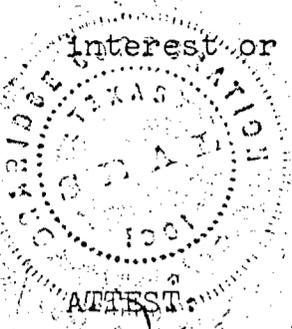
The foregoing instrument was acknowledged before me this 4th
day of February, 1965, by Sue Saunders
Graham and Robert L. Graham, her husband.

Jugines L. Jones
Notary Public

My Commission Expires: _____



The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.



GRARIDGE CORPORATION

By

R. L. Elliot

Date:

JAN 27 1965

Address:

BOX 752

BRECKENRIDGE, TEXAS

APPROVED
AS TO FORM

AS TO CONTENT

AS TO INTEREST

ADMINISTRATION

Date:

Address:

THE STATE OF

Texas

COUNTY OF

Stephens

The foregoing instrument was acknowledged before me this 3rd
day of February, 1965, by R. L. Elliot of
Graridge Corporation, Vice President of
corporation, on behalf of said corporation, a Texas

Charles L. Elliot
Notary Public

My Commission Expires:

June 1, 1965

THE STATE OF

COUNTY OF

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

Notary Public

My Commission Expires:

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____

Date: _____

Address: _____

C. C. Harmon

C. C. Harmon, S. S. A/c #441-16-4358

Julia J. Harmon

Julia J. Harmon, his wife

Date: January 20, 1965

Address: P. O. Box 386
Nowata, Oklahoma 74048

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires:

THE STATE OF OKLAHOMA

§

COUNTY OF NOWATA

§

The foregoing instrument was acknowledged before me this 20th
day of January, 1965, by _____
C. C. Harmon and Julia J. Harmon, his wife

Norma J. Harmon

Notary Public

My Commission Expires:
11/2/67

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By Leonora K. Hegameyer

Address: 520 N. Mashta Dr.
K24 Biscayne, Fla.

Date: _____

[Signature]

Date: _____

Address: _____

THE STATE OF _____

COUNTY OF _____

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

Notary Public

My Commission Expires:

THE STATE OF Florida

COUNTY OF Blade

The foregoing instrument was acknowledged before me this 17th
day of February, 1965, by Leonora K. Hegameyer
William A. [Signature]

Frances V. Blum
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My commission expires April 18, 1965

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Harvey A. Heller

~~ATTEST:~~

Mary Ann Heller

Date: January 26, 1965

Address: 707 Petroleum Club Building
Tulsa, Oklahoma 74119

Harvey A. Heller, Jr.

Frances Herndon Heller

Date: January 26, 1965

Address: 707 Petroleum Club Building
Tulsa, Oklahoma 74119

THE STATE OF _____ §

COUNTY OF _____ §

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

Notary Public

My Commission Expires:

THE STATE OF OKLAHOMA §

COUNTY OF TULSA §

The foregoing instrument was acknowledged before me this 26th
day of January, 1965, by Harvey A. Heller and Mary
Ann Heller, his wife, and Harvey A. Heller, Jr. and Frances Herndon Heller, his wife.

Tilma L. Cottogim
Notary Public

My Commission Expires:
July 15, 1965

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____

Date: _____

Address: _____

Clarence E. Hinkle

Lillian T. Hinkle

Date: January 20, 1965

Address: P. O. Box 2002
Roswell, New Mexico

THE STATE OF NEW MEXICO }
County of CHAVES }

The foregoing instrument was acknowledged before me this
20 day of January, 1965, by Clarence E. Hinkle and Lillian T. Hinkle,
his wife.

Clarence E. Hinkle

Notary Public



My Commission Expires:
My Commission Expires Oct. 31, 1968

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____
Date: _____ Address: _____

Larry H. Hooper
and wife
Mabel E. Hooper

Date: 4-6-65 Address: 15 Riverside Dr., Roswell, New Mexico
P.O. Box 733

THE STATE OF New Mexico X
COUNTY OF Chuska X

The foregoing instrument was acknowledged before me this 6th
day of April, 1965, by Larry H. Hooper of
Dominion Station,
Chuska, New Mexico, a
corporation, on behalf of said corporation.

Ursula Bernette Christie
Notary Public

My Commission Expires: 05-14-65

THE STATE OF _____ X
COUNTY OF _____ X

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

Notary Public

My Commission Expires: _____

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____
Date: _____ Address: _____

H. L. Huffman
Nell M. Huffman

Date: February 25, 1965
Address: 815 First National Bank Building
Midland, Texas

THE STATE OF _____ §
COUNTY OF _____ §

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

Notary Public

My Commission Expires:

THE STATE OF TEXAS §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 25th
day of February, 19 65, by H. L. Huffman and
wife, Nell M. Huffman

Norma Gentry
Notary Public
NORMA GENTRY

My Commission Expires:
June 1, 1965

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Mattie H. James

ATTEST:

By _____

Date: Feb 11-1965

Address: _____

Date: _____

Address: _____

THE STATE OF Texas
COUNTY OF Travis

§
§

The foregoing instrument was acknowledged before me this 11th
day of February, 1965, by Mattie H. James
Royalty Owner
corporation, on behalf of said corporation.

Agnes J. Johnson
Notary Public

My Commission Expires:
June 1, 1965

THE STATE OF _____
COUNTY OF _____

§
§

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

Notary Public

My Commission Expires:

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

S. P. Johnson
Executor of the Estate of S. P. Johnson

ATTEST:

Patricia J. Christenson

By _____

Date: _____

Address: _____

Date: _____

Address: _____

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires: _____

THE STATE OF New Mexico

§

COUNTY OF Chaves

§

The foregoing instrument was acknowledged before me this 6
day of March, 1965, by _____
S. P. Johnson, Jr., Executor of the Estate of S. P. Johnson

Coast Johnson

Notary Public

My Commission Expires: _____

April 12 1968

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____

Date: _____

Address: _____

Date: Jan 20 1965

Donald Lopez
Lottie D. Jones (wife)
Address: 3208-41
Lubbock Texas

THE STATE OF _____

COUNTY OF _____

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

Notary Public

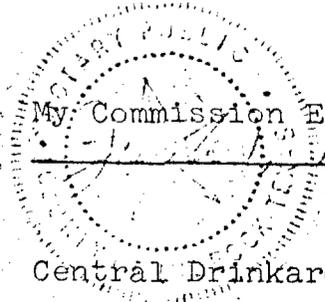
My Commission Expires:

THE STATE OF Texas
COUNTY OF Lubbock

The foregoing instrument was acknowledged before me this 20th
day of January, 1965, by Donald L. Jones and
wife Mrs Lottie D. Jones.

Dorothy H. Evans
Notary Public
Lubbock City, Texas

My Commission Expires:
Jan 1 1965



Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Vicki Anderson Jones
Vicki Anderson Jones
Ben L. Jones
Ben L. Jones

ATTEST:

_____ By _____

Date: _____ Address: _____

Date: _____ Address: _____

THE STATE OF _____
COUNTY OF _____

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

Notary Public

My Commission Expires:

THE STATE OF TEXAS
COUNTY OF Midland

The foregoing instrument was acknowledged before me this 1st
day of February, 1965, by Vicki Anderson Jones
and husband, Ben L. Jones

W. L. Popejoy
Notary Public
Midland County, Texas

My Commission Expires:

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Marjorie Cone Kastman

ATTEST:

By Marjorie Cone Kastman, Guardian of
the Estate of S. E. Cone
Address: 2806 34th Street
Lubbock, Texas

Date: January 28, 1965

Date: _____

Address: _____

THE STATE OF _____ §
COUNTY OF _____ §

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

Notary Public

My Commission Expires:

THE STATE OF Texas §
COUNTY OF Lubbock §

The foregoing instrument was acknowledged before me this 29th
day of January, 1965, by Marjorie Cone
Kastman Guardian of the Estate of S. E. Cone

Clara Mae Judd
Notary Public

My Commission Expires:
January 1, 1965

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By John B. Kimbly JR
Address: Box 385 Gloucester Virginia

Date: 4/5/65

Mary C. Kimbly
Box 385
Address: Gloucester, Virginia

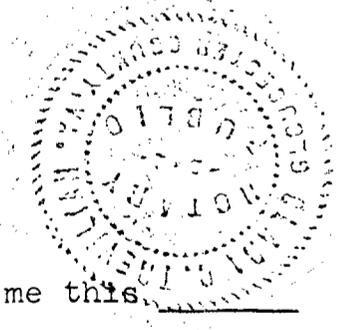
Date: 4/5/65

THE STATE OF Virginia i
COUNTY OF Gloucester i

The foregoing instrument was acknowledged before me this 5th
day of April, 1965, by John B. Kimbly JR
and Mary C. Kimbly, Husband and wife of
corporation, on behalf of said corporation.

Clara C. Ingle
Notary Public

My Commission Expires:
6-7-66



THE STATE OF _____ i
COUNTY OF _____ i

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

Notary Public

My Commission Expires:

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

*No new water shall be used for secondary
recovery operations.*

KITMAN, INC
BY: Kyle Adams
Vice President

ATTEST
Jenna Proddack
Its Secretary
Date: April 21, 1965

Address: Box 202
Brownfield, Texas

Date: _____

Address: _____

THE STATE OF TEXAS

§

COUNTY OF TERRY

§

The foregoing instrument was acknowledged before me this 21st
day of April, 19 65, by Kyle Adams of
Kitman, Inc., a Texas corporation, on behalf of said corporation.

Lee Smith
Notary Public

My Commission Expires:
June 1, 1965

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires:

The foregoing 21 pages and Exhibits A and B incorporated therewith marked Final Draft constituting the Unit Agreement for the Central Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly ratified and adopted by the undersigned as the owner of either a working interest or a royalty interest, all as more fully shown in Exhibit B.

W. W. Lechner
W. W. Lechner
Ruth N. Lechner
Ruth N. Lechner (wife)

ATTEST:

_____ By _____

Date: _____ Address: _____

Date: _____ Address: _____

THE STATE OF _____ §
COUNTY OF _____ §

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

Notary Public

My Commission Expires: _____

THE STATE OF Texas §
COUNTY OF Dallas §

The foregoing instrument was acknowledged before me this 2nd day of March, 19 65, by W. W. Lechner and Ruth N. Lechner (wife).

Kathryn L. Webb
Notary Public

My Commission Expires: June 1, 1965

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

FIRST NATIONAL BANK OF NEVADA, RENO, NEV.
Trustee U/W of Allie M. Lee

By *R. O. Kwapil*
Sr. Vice Pres. & Senior Trust Officer

ATTEST:

E. Liannotti

By _____

Date: March 15, 1965

Address: 1 East First St.
Reno, Nevada

Date: _____

Address: _____

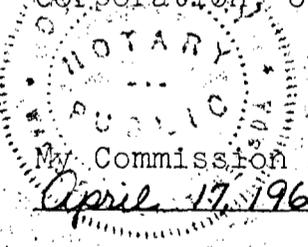
THE STATE OF Nevada

§

COUNTY OF Washoe

§

The foregoing instrument was acknowledged before me this 15th
day of March, 1965, by R. O. Kwapil
Sr. Vice Pres. & Sr. Trust Officer of
First National Bank of Nevada, a national banking association
corporation, on behalf of said corporation.



Donna Perry
Notary Public

My Commission Expires:
April 17, 1965

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires:

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Les Edward Donn Leisch

ATTEST:

By _____

Date: _____

Address: _____

Date: _____

Address: _____

THE STATE OF _____

∩

COUNTY OF _____

∩

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

Notary Public

My Commission Expires:

THE STATE OF Texas

∩

COUNTY OF Midland

∩

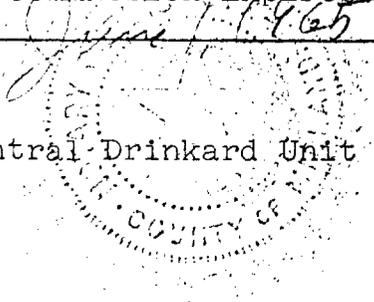
The foregoing instrument was acknowledged before me this 28
day of Jan, 1965, by Les Edward Donn Leisch
& Dona Leisch, his wife

Lorne Miller
Notary Public

My Commission Expires:
August 1, 1965

Central Drinkard Unit Agreement

Final Draft



The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Ralph A. Shugart
Ralph A. Shugart

ATTEST:

BY *Emmett D. White*
Emmett D. White

Date: _____

~~Address:~~ THE FIRST NATIONAL BANK OF ROSWELL

ATTEST:

J. E. Martin
Assistant Cashier:

BY *William J. Williamson*
Vice President and Trust Officer

Date: _____

Trustees under the Last Will and
Testament of Harry Leonard,
deceased

Address: P. O. Box 1977
Roswell, New Mexico

THE STATE OF New Mexico

COUNTY OF Chaves

The foregoing instrument was acknowledged before me this 14
day of February, 1965, by William J. Williamson,
Vice President and Trust Officer of The First National Bank of Roswell,
on behalf of said Bank, and ~~xxxx~~ Emmett D. White and Ralph A.
~~xxxx~~ Shugart, Trustees under the
Last Will and Testament of Harry Leonard, deceased.

Wilma M. Sherman
Notary Public

My Commission Expires:
Mar. 4, 1965

THE STATE OF _____

COUNTY OF _____

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

Notary Public

My Commission Expires:

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____

Date: _____

Address: _____

Mabel F. Leonard
a widow

Date: _____

Address: _____

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires:

THE STATE OF New Mexico

§

COUNTY OF Chaves

§

The foregoing instrument was acknowledged before me this 25th
day of January, 19 65, by Mabel F. Leonard, a widow

Margaret McCutchen
Notary Public

My Commission Expires:
March 14, 1967

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Patrick J. Leonard

ATTEST:

By _____

Date: _____

Address: _____

Date: _____

Address: _____

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires:

THE STATE OF New Mexico

§

COUNTY OF Chaves

§

The foregoing instrument was acknowledged before me this 9th
day of February, 1965, by Patrick J. Leonard
a single man

Margaret McCutchen
Notary Public

My Commission Expires:

March 14, 1967

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By *Robert J. Leonard*
Address: P.O. Box 400- Roswell, N.M.

Date: January 20, 1965

Marion M. Leonard
Date: January 20, 1965
Address: P.O. Box 400- Roswell, N.M.

THE STATE OF _____ §
COUNTY OF _____ §

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

Notary Public

My Commission Expires:

THE STATE OF New Mexico §
COUNTY OF Chaves §

The foregoing instrument was acknowledged before me this 20th
day of January, 19 65, by Robert J. Leonard and
Marion M. Leonard, his wife

Margaret McCutchen
Notary Public

My Commission Expires:
March 14, 1967

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Timothy T. Leonard

ATTEST:

By _____

Date: February 2, 1965

Address: P.O. Box 400 - Roswell, N.M.

Date: _____

Address: _____

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires:

THE STATE OF New Mexico

§

COUNTY OF Chaves

§

The foregoing instrument was acknowledged before me this 2nd
day of February, 19 65, by Timothy T. Leonard

Margaret McCutchen
Notary Public

My Commission Expires:
March 14, 1967

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Sarah L. Link

ATTEST:

_____ By _____

Date: _____ Address: _____

Date: 3-1-65 Address: Box 752, Midland, Texas

THE STATE OF TEXAS |
COUNTY OF MIDELAND |

The foregoing instrument was acknowledged before me this 1st
day of March, 1965, by _____ of
_____, a _____
corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

THE STATE OF TEXAS |
COUNTY OF MIDELAND |

The foregoing instrument was acknowledged before me this 1st
day of March, 1965, by the undersigned
Sarah L. Link authority _____.

Tommy Patton

Notary Public
In and for Mideand County, Texas

My Commission Expires:

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____

Date: _____

Address: _____

C. S. Longcope

Vivianne R. Longcope

Date: _____

Address: _____

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires:

THE STATE OF TEXAS

§

COUNTY OF BROWN

§

The foregoing instrument was acknowledged before me this 10th
day of February, 1965, by C. S. Longcope
and Vivianne R. Longcope, husband and wife.

J. C. Atkinson

Notary Public

My Commission Expires:
January 1st, 1965

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By Marilyn Madril
Address: 3700 W. I. Hines
Midland Texas

Date: 2/15/65

Date: _____

Address: _____

THE STATE OF Texas §
COUNTY OF Midland §

The foregoing instrument was acknowledged before me this 15
day of February, 1965, by Marilyn Madril of
3700 W. I. Hines, Midland, Texas, a _____ of
corporation, on behalf of said corporation.

Margaret C. Wright
Notary Public

My Commission Expires: _____

THE STATE OF _____ §
COUNTY OF _____ §

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

Notary Public

My Commission Expires: _____

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

[Signature]

Date: 1/26/65

Edwin E. Maxwell
By Executor Estate of Edwin E. Maxwell, Inc.

Address: 5225 Hamilton Dr.
North Central, Okla.

Edwin E. Maxwell

Carolyn A. Maxwell

Date: 1/26/65

Address: 5225 Hamilton Dr.
North Central, Okla.

THE STATE OF _____
COUNTY OF _____

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

Notary Public

My Commission Expires: _____

THE STATE OF Ohio
COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me this 7th
day of Jan, 1965, by EDWIN E. MAXWELL
+ CAROLYN A. MAXWELL

[Signature]
Notary Public

My Commission Expires: _____

5, 1967

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By Mrs Edwin G. Manovill

Date: Feb 18, 1965

Address: 3013-89 St. Jackson Heights, 11369
New York

Date: _____

Address: _____

THE STATE OF _____ §
COUNTY OF _____ §

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

Notary Public

My Commission Expires:

THE STATE OF New York §
COUNTY OF Queens §

The foregoing instrument was acknowledged before me this 18th
day of February, 1965, by MRS. Edwin G. MANOVILL.

Stelen Rubin

Notary Public

My Commission Expires:
March 30, 1965

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

[Signature]
Date: 1/26/65

By Edwin E. Marshall
Address: 5225 Hauwoken Dr
210th Central Ave

Date: 1/26/65

Edwin E. Marshall
Carolyn A. Marshall
Address: 5225 Hauwoken Dr
210th Central Ave

THE STATE OF Ohio X
COUNTY OF Cuyahoga X

The foregoing instrument was acknowledged before me this 26th
day of Jan, 1965, by _____ of
_____, a _____
corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

THE STATE OF Ohio X
COUNTY OF Cuyahoga X

The foregoing instrument was acknowledged before me this 26th
day of Jan, 1965, by Edwin E. Marshall
& Carolyn A. Marshall.

[Signature]
Notary Public

My Commission Expires:

Notary Public
Mar 5, 1967

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

~~ATTEST.~~

By L.S. Melzer
Date: 3-9-65 Address: 1005 Shell ave
Midland, Texas

Date: 3-9-65 Address: 1005 Shell ave
Midland, Texas

THE STATE OF _____

COUNTY OF _____

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

Notary Public

My Commission Expires:

THE STATE OF TEXAS

COUNTY OF Midland

The foregoing instrument was acknowledged before me this 9th
day of MARCH, 1965, by L.S. MELZER and
DOROTHY B. MELZER

Dorothy Breighton
Notary Public

My Commission Expires:
6-1-65

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

MIDWEST OIL CORPORATION

ATTEST:

[Signature]
Secretary

By [Signature]
Vice President

012
20

Date: March 8, 1965

Address: 1700 Broadway
Denver, Colorado

Date: _____

Address: _____

THE STATE OF Colorado i
COUNTY OF Denver i

The foregoing instrument was acknowledged before me this 15
day of March, 1965, by [Signature]
Midwest Oil Corp., Vice President of
corporation, on behalf of said corporation.

[Signature]
Notary Public
MARY WELCH

My Commission Expires:
My Commission expires June 23, 1967

THE STATE OF _____ i
COUNTY OF _____ i

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

Notary Public

My Commission Expires:

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____

Date: _____

Address: _____

CS Neal

Elizabeth R Neal

Date: _____

Address: _____

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires:

THE STATE OF New Mexico

§

COUNTY OF Eddy

§

The foregoing instrument was acknowledged before me this _____
day of Dec, 1965, by CS Neal
and Elizabeth R. Neal, his wife

Blanche Nifong

Notary Public

My Commission Expires:
Jan 24, 1967

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

NEWMONT OIL COMPANY

ATTEST:

Robert S. O'Dell
Assistant Secretary

By Robert S. Moehlman 74
President

Date: March 11, 1965

Address: Suite 1135, 1300 Main at Polk
Houston, Texas 77002

Date: _____

Address: _____

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me this 11th
day of March, 1965, by Robert S. Moehlman
President of
Newmont Oil Company, a Delaware
corporation, on behalf of said corporation.

H.A. King (H.A. King)
Notary Public
in and for Harris County, Texas

My Commission Expires:
June 1, 1965

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires:

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

Date: _____

By _____
Address: _____

Donald M. Oliver
Ida Elizabeth Oliver

Date: January 28, 1965

Address: P. O. Box 1755
Midland, Texas

THE STATE OF TEXAS §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 28th
day of January, 19 65, by _____ of
_____, a _____
corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

THE STATE OF TEXAS §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 28th
day of January, 19 65, by _____
Ida Elizabeth Oliver and Donald M. Oliver, her husband

Velma Flannery (Velma Flannery)
Notary Public in and for
Midland County, Texas

My Commission Expires:
June 1, 1965

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Elyse Saunders Patterson
R. M. Patterson

ATTEST:

Date: February 19, 1965

By _____

Address: _____

Date: _____

Address: _____

THE STATE OF MISSOURI

COUNTY OF JACKSON

The foregoing instrument was acknowledged before me this 19th
day of February, 1965, by _____ of
_____, a _____
corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

THE STATE OF MISSOURI

COUNTY OF JACKSON

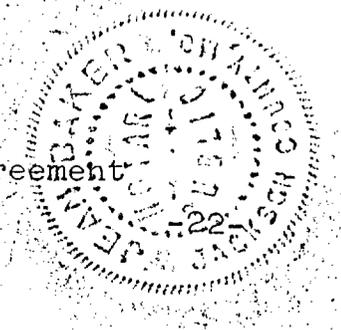
The foregoing instrument was acknowledged before me this 19th
day of February, 1965, by Elyse Saunders
Patterson and R. M. Patterson, her husband

Jean Baker
Notary Public

My Commission Expires:
April 20, 1968

Central Drinkard Unit Agreement

Final Draft



The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Elizabeth Hudson Peem
(a widow)

ATTEST:

By _____

Date: Jan. 20, 1965

Address: 1465 Hartford Building
Dallas 1, Texas

Date: _____

Address: _____

THE STATE OF _____ §
COUNTY OF _____ §

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

Notary Public

My Commission Expires: _____

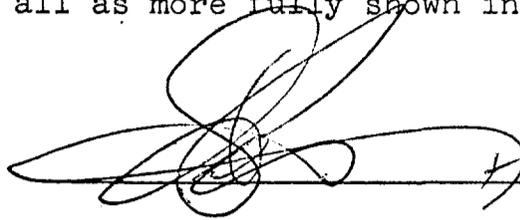
THE STATE OF Texas §
COUNTY OF Dallas §

The foregoing instrument was acknowledged before me this 20th
day of January, 1965, by Elizabeth Hudson Peem

Frances L. Casen
Notary Public

My Commission Expires: April 14, 1965

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.



ATTEST:

By Robert Lee Penn

Date: Jan 22, 1965

Address: 1065 Hartford Building
Dallas 1, Texas

Date: _____

Address: _____

THE STATE OF _____
COUNTY OF _____

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

Notary Public

My Commission Expires:
Jan 1, 1965

THE STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 22nd
day of January, 1965, by Robert Lee Penn.

Frances L. Cason
Notary Public

My Commission Expires:

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____

Date: _____

Address: _____

Nancy Elizabeth Penson
John G. Penson (custodian)

Date: February 17, 1965

Address: 1065 Hartford Building
Dallas 1, Texas

THE STATE OF _____ §

COUNTY OF _____ §

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

Notary Public

My Commission Expires:

THE STATE OF Texas §

COUNTY OF Dallas §

The foregoing instrument was acknowledged before me this 17th
day of February, 1965, by _____
Nancy Elizabeth Penson and John G. Penson

James L. Casen
Notary Public

My Commission Expires:
June 1, 1965

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

PHILLIPS INVESTMENT CORPORATION

ATTEST:

James A. Phillips
Secretary

BY Donald M. Phillips
President

Date: February 3, 1965

Address: 806 South Denver
Tulsa, Okla. 74119

Date: _____

Address: _____

THE STATE OF Oklahoma

ℓ

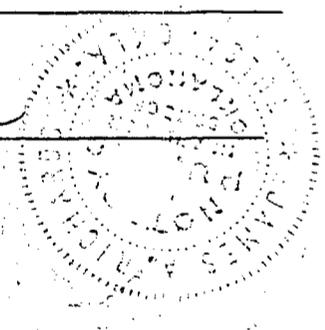
COUNTY OF Tulsa

ℓ

The foregoing instrument was acknowledged before me this 3rd
day of February, 19 65, by Donald M. Phillips, President of
Phillips Investment Corporation, a
corporation, on behalf of said corporation.

James A. Richards
Notary Public

My Commission Expires:
March 20, 1967



THE STATE OF _____

ℓ

COUNTY OF _____

ℓ

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

Notary Public

My Commission Expires:

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

x Hallie Carleton Posey
W.S. Posey

ATTEST:

By _____

Date: _____

Address: _____

Date: _____

Address: _____

THE STATE OF _____ §

COUNTY OF _____ §

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

Notary Public

My Commission Expires:

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

The foregoing instrument was acknowledged before me this 21st
day of January, 1965, by _____
Hallie Carleton Posey, joined herein by her husband, W. S. Posey.

Mary Lee Wisser MARY LEE WISER
Notary Public

My Commission Expires:

June 1, 1965

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____

Date: _____

Address: _____

Fay R. Power, a widow

Date: February 4, 1965

Address: Box 54
Lovington, New Mexico

THE STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this 4th
day of ~~February~~, 19 65, by ~~Fay R. Power, a widow~~
_____, a _____ of _____
corporation, on behalf of said corporation.

Notary Public

My Commission Expires: _____

THE STATE OF NEW MEXICO §

COUNTY OF LEA §

The foregoing instrument was acknowledged before me this 4th
day of February, 19 65, by Fay R. Power, a widow

Florine Henderson
Notary Public

My Commission Expires: Jan. 27, 1969

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Charles H. Price II
Charles H. Price II, Attorney-in-Fact for
Westport Bank

ATTEST:

By _____

Date: February 25, 1965

Address: 2 West 39th Street
Kansas City, Missouri 64111

Date: _____

Address: _____

THE STATE OF MISSOURI

∩

COUNTY OF JACKSON

∩

The foregoing instrument was acknowledged before me this 26th
day of February, 1965, by Charles H. Price II of
_____, a _____
corporation, on behalf of said corporation.

Notary Public

My Commission Expires:
April 8, 1968

THE STATE OF MISSOURI

∩

COUNTY OF JACKSON

∩

The foregoing instrument was acknowledged before me this 26th
day of February, 1965, by Charles H. Price II

Robert Lee Mory
Notary Public

My Commission Expires:
April 8, 1968

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Charles H. Price II

Charles H. Price II, Individually and as Attny.
in fact for Linwood Securities Co; Peoples Securities
Co.; Main Street Holding Co.; Charles H. Price II;
By Harry F. Montgomery; David E. Price; Edw. C. Price;
and Maple Dunbar Earp

ATTEST:

Date: February 16, 1965

Address: 2 West 39th Street, Kansas City, Missouri

Date: _____

Address: _____

THE STATE OF _____ §
COUNTY OF _____ §

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

Notary Public

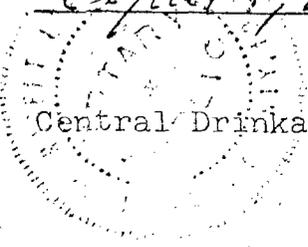
My Commission Expires:
April 8, 1968

THE STATE OF Missouri §
COUNTY OF Jackson §

The foregoing instrument was acknowledged before me this 16th
day of February, 1965, by Charles H. Price II

Robert Lee Mors
Notary Public

My Commission Expires:
April 8, 1968



Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

G. L. Reese, Jr.

Lila Reese

ATTEST:

By _____

Date: _____

Address: _____

Date: _____

Address: _____

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires:

THE STATE OF NEW MEXICO

§

COUNTY OF CHAVES

§

ss.

The foregoing instrument was acknowledged before me this 21
day of January, 1965, by G. L. Reese, Jr.,
and Lila Reese. husband and wife

Carroll Blair

Notary Public

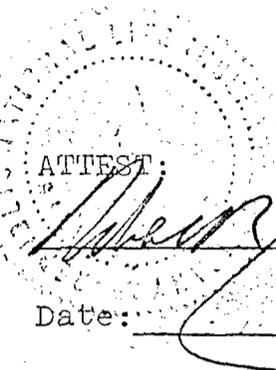
My Commission Expires:
11-21-66

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

REPUBLIC NATIONAL LIFE INSURANCE COMPANY



ATTEST:
[Signature]
Secretary
Date: 8, 1965

BY [Signature]
Vice President
Address: 3988 W. Central Exp. Hwy.
Dallas Texas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF DALLAS }

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared SAMUEL P. SMOOT, Vice President
of Republic National Life Insurance Company, known to me to be the person and officer
whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said
Republic National Life Insurance Company
a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein
expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 8th day March, A. D. 19 65.

(L. S.)

[Signature]
Norma Pond
Notary Public, Dallas County, Texas
My Commission Expires June 1, 19 65.

MARTIN Stationery Co., Dallas

Notary Public

My Commission Expires:

THE STATE OF _____
COUNTY OF _____

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

Notary Public

My Commission Expires:

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

[Signature]

Date: _____

By [Signature]
Address: 330 Madison Avenue
New York, N. Y. 10017

Date: _____

Address: _____

THE STATE OF _____
COUNTY OF _____

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

My Commission Expires: _____
Notary Public

THE STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me this 12
day of February, 1965, by [Signature]

My Commission Expires: 2/20/65
Notary Public

HELEN KELLY
NOTARY PUBLIC, State of New York
No. 05-207827a
Qualified in Bronx County
Commission Expires March 30, 1968

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____

Date: _____

Address: _____

W.B. Rhee (husband)
Irene R. Rhee (wife)
Address: Wagon Creek
Tulsa

Date: January 22, 1965

THE STATE OF Oklahoma

§

COUNTY OF Tulsa

§

The foregoing instrument was acknowledged before me this 22nd
day of January, 19 65, by W.B. Rhee of
_____, a _____
corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

THE STATE OF Oklahoma

§

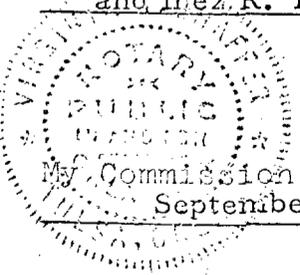
COUNTY OF Tulsa

§

The foregoing instrument was acknowledged before me this 22nd
day of January, 19 65, by W. B. Rhee (husband)
and Irene R. Rhee (wife)

Virginia N. Rapp
Notary Public

My Commission Expires:
September 12, 1967



The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____

Date: _____

Address: _____

Onez Norman Rooney
William A. Rooney

Date: January 27, 1965

Address: 2915 Liberty Bank Building
 Oklahoma City, Okla. 73102

THE STATE OF _____

COUNTY OF _____

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

Notary Public

My Commission Expires:

THE STATE OF Oklahoma

COUNTY OF Oklahoma

The foregoing instrument was acknowledged before me this 27th
day of January, 1965, by Onez Norman Rooney and
William A. Rooney, her husband.

Grace Wickel
Notary Public

My Commission Expires:

January 3, 1967

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Lulu S. Rush a fine sole

ATTEST:

By _____

Date: 3-9-65

Address: 1107 Kirby Blvd Dallas Tex

Date: _____

Address: _____

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires: _____

THE STATE OF Texas

§

COUNTY OF Tallas

§

The foregoing instrument was acknowledged before me this 9
day of March, 1965, by Lulu S. Rush

Lenora M. [Signature]
Notary Public

My Commission Expires: _____

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

SABINE ROYALTY CORPORATION

ATTEST:

Helen Johnson, Secretary

By

E. C. McCarty
E. C. McCarty, President

Date: January 22, 1965

Address: 1210 Mercantile Bank Building
Dallas 1, Texas

Date: _____

Address: _____

THE STATE OF TEXAS

§

COUNTY OF DALLAS

§

The foregoing instrument was acknowledged before me this 22nd
day of January, 1965, by E. C. McCARTY
President of
SABINE ROYALTY CORPORATION, a Texas
corporation, on behalf of said corporation.

My Commission Expires:
June 1, 1965

LaVerne W. Santerre
Notary Public in and for
Dallas County, Texas
LaVerne W. Santerre

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires:

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____

Date: _____

Address: _____

H. Dillard Schenck

L. Kirby Schenck

Date: 1-18-1965

Address: Box 1225
Hoxington - N.M.

THE STATE OF _____ §

COUNTY OF _____ §

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

Notary Public

My Commission Expires: _____

THE STATE OF NEW MEXICO §

COUNTY OF LEA §

The foregoing instrument was acknowledged before me this 18th
day of January, 19 65, by
H. Dillard Schenck and L. Kirby Schenck, husband and wife.

Lester B. Miller
Notary Public

My Commission Expires: _____

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

J.E. Simmons Box 548
Beulah H. Simmons Lovington, New Mexico

ATTEST:

_____ By _____

Date: _____ Address: _____

Date: _____ Address: _____

THE STATE OF _____ §
COUNTY OF _____ §

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

Notary Public

My Commission Expires:

THE STATE OF New Mexico §
COUNTY OF Lea §

The foregoing instrument was acknowledged before me this 29th
day of January, 1965, by J.E. SIMMONS and
WIFE Beulah H. SIMMONS.

[Signature]

Notary Public

[Stamp]
My Commission Expires 12/31/1968

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____

Date: _____

Address: _____

SPARKS HEALEY COMPANY, A Co-Partnership

By:

Otho O. Sparks
Otho O. Sparks, Attorney-In-Fact

Date: January 25, 1965

Address: P. O. Box 12382
Fort Worth, Texas 76116
ID# - 75-0942339

THE STATE OF TEXAS

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 25th
day of JANUARY, 19 65, by Otho O. Sparks, Attorney-In-Fact
of
_____, a
corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

THE STATE OF TEXAS

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 25th
day of January, 19 65, by Otho O. Sparks, individually and as
Attorney-In-Fact for Sparks Healey Company, a Co-Partnership, known to me to be the person
whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed
the same for the purposes and consideration therein expressed and in the capacity therein
stated.

M. Goepfinger
M. Goepfinger Notary Public

My Commission Expires:
June 1, 1965

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____

Date: _____

Address: _____

Smith Spradling
Verda Spradling

Date: 2-9-65

Address: POST OFFICE BOX 5
FORT WORTH 1, TEXAS

THE STATE OF _____ §

COUNTY OF _____ §

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

Notary Public

My Commission Expires:

THE STATE OF Texas §

COUNTY OF Tarrant §

The foregoing instrument was acknowledged before me this _____
day of _____, 1965, by Smith Spradling
and wife, Verda Spradling.

Fleming
Notary Public

My Commission Expires:
1965

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Maybelle K. Stewart

ATTEST:

By _____

Date: _____

Address: _____

Date: _____

Address: _____

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires:

THE STATE OF NEW MEXICO

§

COUNTY OF CHAVES

§

The foregoing instrument was acknowledged before me this 21st
day of January, 1965, by _____
Maybelle K. Stewart, a widow

Margaret McEachern
Notary Public

My Commission Expires:

March 14, 1967

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____

Date: _____

Address: _____

Harvey Elliott Turner
Harvey Elliott Turner - Dealing with his sole &
separate property

Date: March 17, 1965

Address: Box 86
Quinn, N. M.

THE STATE OF _____ §
COUNTY OF _____ §

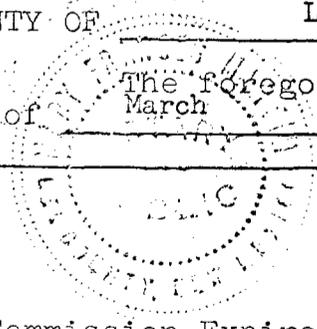
The foregoing instrument was acknowledged before me this _____
day of _____, 19____, by _____ of
_____, a _____
corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

THE STATE OF New Mexico §
COUNTY OF Lea §

The foregoing instrument was acknowledged before me this 17
day of March, 1965, by Harvey Elliott Turner



Mary Frances D. Martin
Notary Public

My Commission Expires:
8-22-68

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Ladie Watson
(a widow)

ATTEST:

By _____
Date: _____ Address: _____

Date: _____ Address: _____

THE STATE OF _____
COUNTY OF _____

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

Notary Public

My Commission Expires: _____

THE STATE OF Nevas
COUNTY OF Medland

The foregoing instrument was acknowledged before me this 29th
day of January, 1965, by Ladie Watson
a widow

Fannie Ross Taylor
Notary Public

My Commission Expires: 6-1-65

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____

Date: _____

Address: _____

Emmett D. White
Blanche V. White

Date: FEB 15 1965

Address: _____

THE STATE OF _____

∩

COUNTY OF _____

∩

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

Notary Public

My Commission Expires:

THE STATE OF NEW MEXICO

∩

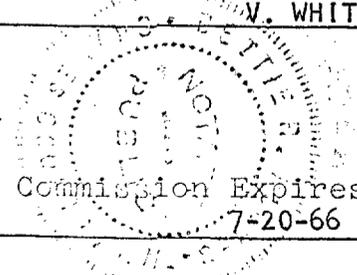
COUNTY OF CHAVES

∩

The foregoing instrument was acknowledged before me this 15th
day of February, 1965, by EMMETT D. WHITE and BLANCHE
V. WHITE, his wife.

Betty B. Hughes
Notary Public

My Commission Expires:
7-20-66



The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Laman Kimberly Whitmore
William Harvey Whitmore, Jr.

ATTEST:

By _____

Date: _____

Address: 2068 HUNTERS TRAIL
NORFOLK, VIRGINIA

Date: _____

Address: _____

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires: _____

THE STATE OF Virginia

§

COUNTY OF Norfolk

§

The foregoing instrument was acknowledged before me this 29
day of January, 1965, by Laman Kimberly Whitmore and William Harvey Whitmore, Jr.

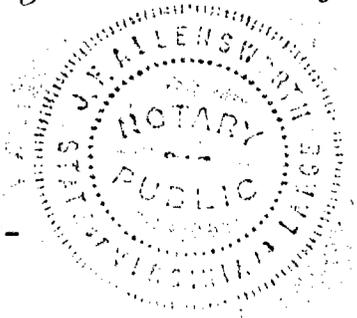
J. A. Allensworth
Notary Public

My Commission Expires: _____

My Commission Expires Feb. 27, 1965
Notary Public State of Va. at large

Central Drinkard Unit Agreement

Final Draft



The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Dorothy May Wilhite

ATTEST:

By _____

Date: 2/19/65

Address: 1820 Bell
Waco, Texas

Alvis Randle Wilhite Sr.

Date: 2/19/65

Address: 1820 Bell
Waco, Texas

THE STATE OF Texas

COUNTY OF McLennan

The foregoing instrument was acknowledged before me this 19
day of February, 1965, by _____,
_____, a _____ of _____
corporation, on behalf of said corporation.

Charles D. Davis
Notary Public

My Commission Expires:

June 1, 1965

THE STATE OF Texas

COUNTY OF McLennan

The foregoing instrument was acknowledged before me this 19
day of February, 1965, by _____,
Dorothy May Wilhite and Alvis Randle Wilhite, Sr., her husband

Charles D. Davis
Notary Public

My Commission Expires:

June 1, 1965

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By

Ellen Ann W. Williams

Date: 1 February 1965

Address: 1840 Shreve Lane
Glendale, California 91208

J. C. Elliott

Date: 1 February 1965

Address: _____

THE STATE OF _____

COUNTY OF _____

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

Notary Public

My Commission Expires: _____

THE STATE OF California

COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me this 1st
day of February, 1965, by Ellen Ann W. Williams
and John R. Williams, her husband.

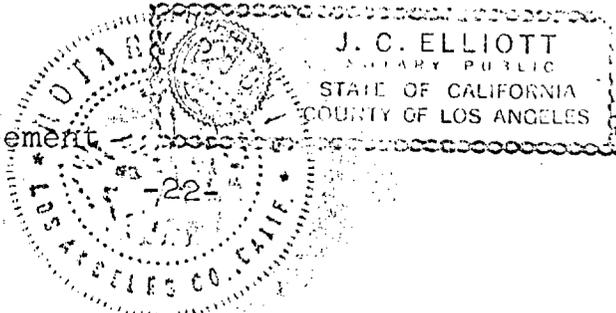
Notary Public

My Commission Expires: _____

J. C. ELLIOTT

My Commission Expires October 5, 1968

Central Drinkard Unit Agreement



Final Draft

The foregoing 21 pages and Exhibits A and B incorporated therewith marked Final Draft constituting the Unit Agreement for the Central Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly ratified and adopted by the undersigned as the owner of either a working interest or a royalty interest, all as more fully shown in Exhibit B.

Hattie C. Williams

ATTEST:

By _____

Date: Feb. 19, 1965

Address: 3208 - 29th St.
Lubbock, Texas

Val Williams

Date: Feb. 19, 1965

Address: 3208 - 29th St.
Lubbock, Texas

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires: _____

THE STATE OF Texas

§

COUNTY OF Lubbock

§

The foregoing instrument was acknowledged before me this 19th day of February, 1965, by Hattie C. Williams & Val Williams

Ernestine Mullins
Notary Public

My Commission Expires: Jan 1, 1965

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Jane Johnson Wilson

ATTEST:

Charles F. Wilson

Date: _____

Address: _____

Date: _____

Address: _____

THE STATE OF _____

§

COUNTY OF _____

§

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

Notary Public

My Commission Expires:

THE STATE OF TEXAS

§

COUNTY OF MIDLAND

§

The foregoing instrument was acknowledged before me this 27th
day of March, 1965, by Jane Johnson Wilson
and Charles F. Wilson

Virginia Travolta
Notary Public

My Commission Expires:
January 1, 1965

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

Estella E. Withers

ATTEST:

Quinnia Chavez

By Estella E. Withers

Date: January 26, 1965

Address: P.O. Box 216
Carrizozo, New Mexico 88301

Date: _____

Address: _____

THE STATE OF _____ §

COUNTY OF _____ §

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

Notary Public

My Commission Expires:

THE STATE OF NEW MEXICO §

COUNTY OF LINCOLN §

The foregoing instrument was acknowledged before me this 23th
day of January, 1965, by Estella E. Withers, a
single woman

H. E. [Signature]
Notary Public

My Commission Expires:
June 3, 1967

Central Drinkard Unit Agreement

Final Draft

The foregoing 21 pages and Exhibits A and B incorporated there-
with marked Final Draft constituting the Unit Agreement for the Central
Drinkard Unit, Lea County, New Mexico, dated January 1, 1965, are expressly
ratified and adopted by the undersigned as the owner of either a working
interest or a royalty interest, all as more fully shown in Exhibit B.

ATTEST:

By _____

Date: _____

Address: _____

Florence Louise Woods

FL Woods

Date: Jan. 19, 1965

Address: P.O. Box 1867
Armore, Oklahoma

THE STATE OF _____

∩

COUNTY OF _____

∩

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

Notary Public

My Commission Expires:

THE STATE OF Oklahoma

∩

COUNTY OF Lea

∩

The foregoing instrument was acknowledged before me this 29
day of January, 19 65, by Florence Louise Woods
Armore, Oklahoma, wife and next of kin.

W. J. Prastuf

Notary Public

My Commission Expires:
1-27-68

Central Drinkard Unit Agreement

Final Draft