

**UNIT AGREEMENT**  
**NORTH VACUUM ABO UNIT**  
**LEA COUNTY, NEW MEXICO**

RECORDED  
OIL & GAS  
LEA COUNTY, N.M.  
APR 20 1960

UNIT AGREEMENT  
FOR THE DEVELOPMENT AND OPERATION  
OF THE  
NORTH VACUUM ABO UNIT  
COUNTY OF LEA  
STATE OF NEW MEXICO

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FOR THE DEVELOPMENT AND OPERATION  
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STATE OF NEW MEXICO

THIS AGREEMENT entered into as of the first day of July,  
1972, by and between the parties subscribing, ratifying, or  
consenting hereto, and herein referred to as the "parties hereto,"

W I T N E S S E T H:

WHEREAS, the parties hereto are the owners of working, royalty,  
or other oil and gas interests in the Unit Area subject to this agreement;  
and

WHEREAS, the Commissioner of Public Lands of the State of New  
Mexico is authorized by law (Volume 2, Chapter 7, Article 11, New Mexico  
Statutes, 1953 Annotated) to consent to and approve the development or  
operation of State lands under agreements made by lessees of State land  
jointly or severally with other lessees where such agreements provide for  
the unit operation or development of part of or all of any oil or gas pool,  
field or area; and

WHEREAS, the Commissioner of Public Lands of the State of New  
Mexico is authorized by an Act of the Legislature (Sec. 1, Chap. 162, Laws  
of 1951; Chap. 7, Art. 11, Sec. 41, N. M. Stats. 1953 Annot.) to amend, with  
the approval of lessee, evidenced by the lessee's execution of such agree-  
ment or otherwise, any oil and gas lease embracing State lands so that the  
length of the term of said lease may coincide with the term of such agree-  
ments for the unit operation and development of part or all of any oil or  
gas pool, field or area; and

WHEREAS, the Oil Conservation Commission of the State of New  
Mexico 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; and

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

WHEREAS, it is the purpose of the parties hereto to enable institution and consummation of additional recovery operations, to conserve natural resources, prevent waste and secure other benefits obtainable through development and operation of the North Vacuum Abo Unit subject to this agreement under the terms, conditions and limitations herein set forth.

NOW, THEREFORE, in consideration of the premises and the promises herein contained, the parties hereto commit to this agreement their respective interests in the "Unit Area" and the "Unitized Formation" lying thereunder (as those terms are defined hereinafter) and agree severally among themselves as follows:

1. ENABLING ACT AND REGULATIONS. The oil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations not inconsistent with the terms hereof or the laws of the State of New Mexico are hereby accepted and made a part of this Agreement.

2. DEFINITIONS. For the purpose of this agreement, the following terms and expressions as used herein shall mean:

(a) "Commission" means the Oil Conservation Commission of the State of New Mexico.

(b) "Commissioner" means the Commissioner of Public Lands of the State of New Mexico.

(c) "Paying Quantities" is defined as production of Unitized Substances in quantities sufficient to pay for the cost of producing same from wells completed in the Unitized Formation.

(d) "Royalty Interest" or "Royalty" means an interest other than a Working Interest in or right to receive a portion of the Unitized Substances or the proceeds thereof and includes the royalty interest reserved by the lessor by an oil and gas lease and any overriding royalty interest, oil payment interest, net profits contract, or any other payment or burden which does not carry with it the right to search for and produce Unitized Substances.

(e) "Royalty Owner" means the owner of a Royalty Interest.

(f) "Tract" means each parcel of land described as such and given a Tract number in Exhibit B.

(g) "Tract Participation" means the percentage of Unitized Substances allocated to a Tract under this agreement as shown in Exhibit B.

(h) "Unit Area" means that land shown on Exhibit A, and described by Tracts in Exhibit B, which is qualified for unit participation under Section 14 of this agreement, or as to which this agreement may be extended, as herein provided.

(i) "Tract Current Production" means the number of barrels of oil actually produced from the Unitized Formation of the affected Tract for the period January 1, 1971 through July 31, 1971.

(j) "Total Current Production" means the number of barrels of oil actually produced from the Unitized Formation from all Tracts within the Unit Area for the period January 1, 1971 through July 31, 1971, which are effectively committed to this agreement.

(k) "Tract Net Pore Volume" is defined as the net pore volume underlying each tract as heretofore approved by the Working Interest Owners.

(l) "Total Net Pore Volume" is defined as summation of the Tract Net Pore Volume of those Tracts which are effectively committed to this Agreement.

(m) "Tract Remaining Primary Reserves" is defined as the number of barrels of oil heretofore approved by the Working Interest Owners as the estimated economic remaining primary oil reserves of such Tract as of August 1, 1971.

(n) "Total Remaining Primary Reserves" is defined as summation of the Tract Remaining Primary Reserves of those Tracts which are effectively committed to the Agreement.

(o) "Unit Operating Agreement" means any agreement or agreements, whether one or more, entered into either separately or collectively by and between the Unit Operator and the Working Interest Owners, as provided in Section 9, ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT, and shall be styled "Unit Operating Agreement for the Development and Operation of the North Vacuum Abo Unit Area, County of Lea, State of New Mexico."

(p) "Unit Participation" means the sum of all Tract Participations or portions thereof which a party is entitled to receive. See Exhibit B.

(q) "Unitized Formation" means that continuous stratigraphic interval commonly known as the Abo zone of the Permian Formation underlying the Unit Area, which occurs between the logged depths, measured from the Kelly bushing, of 8310 feet and 9070 feet in the Mobil Oil Corporation Bridges-State No. 126 as shown on the Pan Geo Atlas Corporation induction electric log of said well, which is located 1980 feet from the south line and 1830 feet from the east line of Section 11, Township 17 South, Range 34 East, Lea County, New Mexico.

(r) "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.

(s) "Unit Operator" means the Working Interest Owner designated by Working Interest Owners under the Unit Operating Agreement to develop and operate the Unitized Formation, acting as Operator and not as a Working Interest Owner.

(t) "Usable Well" means a well completed in the Unitized formation with the Unitized Formation effectively separated from other producing formations as required by the Commission, and which well is in condition to permit production of Unitized Substances.

(u) "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.

(v) "Working Interest Owner" means any party hereto owning a Working Interest, including a carried working interest owner, holding an interest in Unitized Substances by virtue of a lease, operating agreement, fee title or otherwise, which interest is chargeable with and obligated to pay or bear, either in cash or out of production, or otherwise, all or a portion of the cost of drilling, developing and producing the Unitized Substances from the Unitized Formation and the operation thereof hereunder. The owner of oil and gas rights which are free of lease or other instrument conveying the Working Interest to another shall be regarded as a Working Interest Owner to the extent of seven-eighths (7/8) of his interest in Unitized Substances, and a Royalty Owner with respect to his remaining one-eighth (1/8) interest therein.

(w) "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 operation of the Unitized Formation for the production of Unitized Substances.

(x) "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.

(y) "Unit Expense" means all costs, expenses, 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.

3. EXHIBITS. Attached hereto as Exhibit A is a map showing to the extent known to Unit Operator, the Unit Area and the boundaries and identity of Tracts and leases in said Unit Area. Attached hereto as Exhibit B is a schedule shown, to the extent known to Unit Operator, the acreage comprising each Tract and the ownership of each interest owner in each Tract, the Tract Participation of each Tract and the Working Interest percent in each Tract. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown in said map or schedule as being owned by such party.

It is hereby agreed by all parties to this agreement that Unit Operator is empowered to correct any mathematical or clerical errors which may exist in the pertinent exhibits to this agreement; provided, however, that correction of any error other than correction of a mathematical or clerical error shall be made by Unit Operator only after first having obtained approval of Working Interest Owners and the Commission.

Exhibits A and B shall be revised by Unit Operator whenever changes render such revision necessary, and at least two copies of such revision shall be filed with the Commissioner.

4. EXPANSION OF UNIT AREA. The Unit Area may, when practicable, be expanded to include therein any additional tract or tracts regarded as reasonably necessary or advisable for the purposes of this agreement, whenever such expansion is necessary or advisable to conform with the purposes of this agreement. Tract Participations resulting from such expansion shall be on a negotiated basis and, after agreement between the affected parties has been reached, such expansion shall be effected in the following manner:

(a) With the approval of three or more Working Interest Owners owning a total of at least 90 per cent of the then committed Working Interest and after preliminary concurrence by the Commissioner and the Commission, Unit Operator shall prepare a notice of proposed expansion describing the contemplated changes in the boundaries of the Unit Area, the reasons therefor, and the proposed effective date thereof, preferably the first day of a month subsequent to the date of notice.

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

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

(d) After due consideration of all pertinent information the expansion shall, upon approval by the Commissioner and the Commission, become effective as of the date prescribed in the notice thereof.

In any approved expansion of the Unit Area, the revised Tract Participations of those Tracts which were committed prior to each such expansion shall remain in the same ratio one to another.

5. UNITIZED LAND AND UNITIZED SUBSTANCES. All oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid and liquefiable hydrocarbons in the lands committed to this agreement are, as to the Abo Formation, as above described, unitized under the terms of this agreement (and are herein called "Unitized Substances") and said lands shall constitute lands sometimes referred to herein as "land subject to this agreement."

6. UNIT OPERATOR. Mobil Oil Corporation is hereby designated as the Unit Operator and by signature hereto as Unit Operator agrees and consents to accept the duties of Unit Operator for the development and production of Unitized Substances as herein provided. Whenever reference is made herein to the "Unit Operator," such reference means the Unit Operator acting in that capacity and not as an owner of interest in Unitized Substances, and the term "Working Interest Owner" when used herein shall include or refer to Unit Operator as the owner of a Working Interest when such interest is owned by it.

7. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the right to resign at any time, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and terminate Unit Operator's rights as such for a period of six (6) months after notice of intention to resign has been served by Unit Operator on all Working Interest Owners and the Commissioner and the Commission, and until all wells then subject hereto are placed in satisfactory condition for suspension or abandonment, whichever is required by the Commission as to State lands, unless a new Unit Operator shall have been selected and approved and shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

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

The Unit Operator may, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by affirmative vote of Working Interest Owners owning a total of at least ninety per cent (90%) of the then committed Working Interest, exclusive of the Working Interest of Unit Operator. Such removal shall be effective upon notice thereof to the Commission.

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

The resignation or removal of Unit Operator under this agreement shall not terminate its right, title or interest as the owner of a Working Interest or other interests in Unitized Substances, but upon the resignation or removal of Unit Operator becoming effective, such Unit Operator shall deliver possession of all equipment, materials, and appurtenances used in conducting the Unit operations and owned by the Working Interest Owners to the new duly qualified successor Unit Operator, or to the owner thereof if no such new Unit Operator is elected, to be used for the purpose of conducting Unit operations hereunder. Nothing herein shall be construed as authorizing removal of any material, equipment and appurtenances needed for the preservation of any wells.

8. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall tender his or its resignation as Unit Operator, or shall be removed as hereinabove provided, 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 Working Interest Owners owning a total of at least eighty per cent (80%) of the then committed Working Interest, exclusive of the Working Interest of the Unit Operator that was removed. Such selection shall not become effective until (a) a Unit Operator so selected shall accept, in writing the duties and responsibilities of Unit Operator, and (b) the selection shall have been approved by the Commissioner. If no successor Unit Operator is selected and qualified as herein provided, the Commissioner, at his election, may declare this Unit Agreement terminated.

9. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT. All costs and expenses incurred by Unit Operator in conducting Unit operations hereunder shall be apportioned among, borne and paid by the Working Interest Owners, all in accordance with this agreement and the Unit Operating Agreement. The

Unit Operating Agreement shall also provide the manner in which the Working Interest Owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing in conformity with their underlying operating agreements, leases, or other independent contracts and such other rights and obligations as between Unit Operator and the Working Interest Owners as they may agree upon. However, the Unit Operating Agreement shall not be deemed either to modify the terms and conditions of this Unit Agreement or to relieve the Unit Operator of any right or obligation established under this Unit Agreement; in case of any inconsistency or conflict between the Unit Agreement and the Unit Operating Agreement, this agreement shall prevail. One true copy of any Unit Operating Agreement shall be filed with the Commissioner.

10. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR. Except as otherwise specifically provided herein, the exclusive right, privilege, and duty of exercising any and all rights of the parties hereto (including surface rights) which are necessary or convenient for the prospecting for, producing, storing, allocating, and distributing the Unitized Substances, are hereby granted and delegated to and shall be exercised by the Unit Operator as herein provided. Upon request therefor, acceptable evidence of title to said rights shall be deposited with said Unit Operator and, together with this agreement, shall constitute and define the rights, privileges, and obligations of Unit Operator. Nothing herein, however, shall be construed to transfer title to any land, lease, Working Interest, Royalty Interest, operating agreement or communitization agreement, it being understood that under this agreement the Unit Operator, in its capacity as Unit Operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein specified.

11. EQUIPMENT AND FACILITIES NOT FIXTURES ATTACHED TO REALTY. Each Working Interest Owner has heretofore placed and used on its Tract or Tracts committed to this agreement, various well and lease equipment and other property, equipment and facilities. It is also recognized that additional equipment and facilities may hereafter be placed and used upon the Unit Area as now or hereafter constituted. Therefore, for all purposes of this agreement

any and all such equipment shall be considered to be personal property and not fixtures attached to realty. Accordingly, said well and lease equipment and personal property is hereby severed from the mineral estates affected by this agreement, and it is agreed that any and all such equipment and personal property shall be and remain personal property for all purposes.

12. PLAN OF FURTHER DEVELOPMENT AND OPERATION. It is recognized and agreed by the parties hereto that the object and purpose of this agreement is to formulate and to put into effect an additional recovery project in order to effect the optimum recovery of Unitized Substances, prevent waste and conserve natural resources. The parties hereto agree that the Unit Operator may, subject to the consent and approval of a plan of operation by the Working Interest Owners, the Commissioner and the Commission, inject into the Unitized Formation, through any well or wells completed therein, brine, water, air, gas, oil, liquefied petroleum gas, or any other substance or a combination of any of said substances, whether produced from the Unitized Formation or not, and that the location of input wells and the rates of injection therein and the rate of production shall be governed by standards of good geologic and petroleum engineering practices and conservation methods. This agreement is and shall be subject to the conservation laws of the State of New Mexico, to the valid rules, regulations and orders of the Commissioner and the Commission and to all other applicable federal, state and municipal laws, rules, regulations and orders. The parties hereto, subject to prior rights, if any, grant to Unit Operator the use of brine or water or both from any formation in and under the land subject to this agreement for injection into the Unitized Formation. After commencement of additional recovery operations, Unit Operator shall furnish the commissioner monthly injection and production reports for each well in the Unit Area. The Working Interest Owners and the Commissioner shall be furnished periodic reports on the progress of the plan of operation and any revisions or changes thereto necessary to meet changed conditions or to protect the interests of all parties to this agreement; provided, however, that any major revisions of the plan of operation involving a basic deviation from the initial plan of operation shall be subject to the consent and approval of the Working Interest Owners, the Commissioner and the Commission.

13. PARTICIPATION. Exhibit B shows the percentages of participation to which each Tract shall be entitled if all Tracts set forth thereon are committed as of the effective date of this agreement (the qualifications necessary for commitment of a Tract being set forth in Section 14 hereof). If less than all Tracts within the Unit Area are committed, as of the effective date of this agreement, Unit Operator, as soon as practicable after the effective date of this agreement, shall file with the Commissioner and the Commission a schedule of committed Tracts as of said effective date, which said schedule shall be designated "Revised Exhibit B" and considered for all purposes as a part of this agreement. Such revised Exhibit B shall set forth opposite each such committed Tract the revised Tract Participation therefor (which shall be calculated by using the same Tract factors and formula which were used to arrive at the Tract Participation of each Tract as set out in Exhibit B attached hereto, but applying the same only to the committed Tracts). Such revised Exhibit B, unless disapproved by the Commissioner and the Commission within thirty (30) days after filing, shall supersede, effective as of the effective date hereof, the Tract Participations set forth in Exhibit B attached hereto until a further revision or revisions thereof is approved by the Commissioner and the Commission. The Tract Participations shown on Exhibit B attached hereto, or as may be shown on the revised Exhibit B as above provided, shall govern the allocation of Unitized Substances on and after the effective date of this Unit Agreement as set forth in Section 3 hereof, and until the allocation schedule is revised pursuant to this agreement and the revised Tract Participations are approved by the Commissioner and the Commission.

The Tract Participation of each Tract is shown on Exhibit B and was determined in accordance with the following formula:

$$\text{Tract Percentage Participation} = 100 \times (\text{Times}) \\ 65\% \frac{A}{B} + (\text{Plus}) 17 \frac{1}{2}\% \frac{C}{D} + (\text{Plus}) 17 \frac{1}{2}\% \frac{E}{F}$$

Symbols used represent the following:

A = Tract Net Pore Volume in the Unitized Formation Underlying such Tract as defined in Section 2 (k) herein.

- B = Total Net Pore Volume underlying all Tracts in the Unitized Formation as defined in Section 2 (l) herein.
- C = Tract Remaining Primary Reserves underlying such Tract in the Unitized Formation as of August 1, 1971, as defined in Section 2 (m) herein.
- D = Total Remaining Primary Reserves underlying all Tracts in the Unitized Formation as of August 1, 1971, as defined in Section 2 (n) herein.
- E = Tract Current Production is the number of barrels of oil produced from the Unitized Formation from such Tract during the period commencing January 1, 1971, and ending July 31, 1971, and as such number of barrels of oil is agreed upon by the Working Interest Owners as defined in Section 2 (i) herein.
- F = Total Current Production is the summation of the number of barrels of oil produced from the Unitized Formation from all Tracts during the period commencing January 1, 1971, and ending July 31, 1971 as defined in Section 2 (j) herein.

14. TRACTS QUALIFIED FOR UNIT PARTICIPATION. On and after the effective date hereof and until the enlargement or reduction thereof the Tracts within the Unit Area that shall be entitled to participate in the production of the Unitized Substances therefrom shall be those Tracts more particularly described in Exhibit B that corner or have a common boundary (Tracts separated only by a public highway or railroad right of way shall be considered to have a common boundary), and that otherwise qualify as follows:

(a) Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest therein have become parties to this agreement and as to which Royalty Owners owning seventy-five per cent (75%) or more of the Royalty Interest therein have become parties to this agreement.

(b) Each Tract as to which Working Interest Owners owning one hundred per cent (100%) of the Working Interest therein have become parties to this agreement, and as to which Royalty Owners owning less than seventy-five per cent (75%) of the Royalty Interest have become parties to this agreement, and as to which (1) 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 (2) seventy-five per cent (75%) of the combined voting interests of Working Interest Owners in all Tracts that meet the requirements of Section (a) have voted in favor of the inclusion of such Tract. For the purpose of this Section (b), the voting interest of a Working Interest Owner shall be equal to the ratio that its Unit Participation attributable to Tracts that qualify under Section (a) bears to the total Unit Participation of all Working Interest Owners attributable to all Tracts that qualify under Section (a).

(c) Each Tract as to which Working Interest Owners owning less than one hundred per cent (100%) of the Working Interest therein have become parties to this agreement, regardless of the percentage of Royalty Interest therein that is committed hereto; and as to which (1) the Working Interest Owner who operates the Tract and 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 Interest 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 (2) seventy-five per cent (75%) of the combined voting interest of Working Interest Owners in all Tracts that meet the requirements of Sections (a) and (b) have voted in favor of the inclusion of such tract and to accept the indemnity agreement. For the purpose of this Section (c), the voting interest of each Working Interest Owner shall be equal to the ratio that its Unit Participation attributable to Tracts that qualify under Sections (a) and (b) bears to the total Unit Participation of all Working Interest Owners attributable to all Tracts that qualify under Sections (a) and (b). Upon the inclusion of such a Tract in the Unit Area, the Unit Participation that would have been attributed to the nonsubscribing 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 Interest in the Tract.

If on the effective date of this agreement, there is any Tract or Tracts which have not been effectively committed to or made subject to this agreement by qualifying as above provided, then such Tract or Tracts shall not be entitled to participate hereunder. Unit Operator shall, when submitting this agreement for final approval by the Commissioner, file therewith a schedule of those Tracts which have been committed and made subject to this agreement and are entitled to participate in the production from the Unit Area

hereunder. Said schedule shall set forth opposite each such committed Tract, the lease number, assignment number, the owner of record and percentage participation of such Tract which shall be computed according to the participation formula set out above. This schedule shall become revised Exhibit B and upon approval thereof by the Commissioner, shall become a part of this agreement and shall govern the allocation of production of Unitized Substances until a new schedule is filed and approved by the Commissioner.

15. ALLOCATION OF UNITIZED SUBSTANCES. All Unitized Substances produced and saved (less, save and except any part of such Unitized Substances used in conformity with good operating practices within the Unit Area for drilling, operating, camp and other production or development purposes and for pressure maintenance or unavoidable loss) shall be apportioned among and allocated to the several Tracts within the Unit Area in accordance with the respective Tract Participations as set forth in Exhibit B. The amount of Unitized Substances so allocated to each Tract, and only that amount, regardless of whether it be more or less than the amount of the actual production of Unitized Substances from the well or wells, if any, on such Tract shall, for all intents, uses, and purposes, be deemed to have been produced from such Tract.

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

Nothing herein contained shall be construed as retroactively affecting the ownership of, or as requiring any retroactive adjustment for, production of oil or gas obtained prior to the effective date of this agreement, or prior to the effective date of the joinder of any Tract, or the commitment of any interest hereto.

No Tract committed to this agreement and qualified for participation as above provided shall be subsequently excluded from participation hereunder on account of the depletion of Unitized Substances from such Tract, and nothing herein contained shall be construed as requiring any retroactive adjustment for production obtained prior to the effective date of the joinder of any Tract.

If any Working Interest or Royalty Interest in any Tract is or becomes divided and owned in severalty as to different parts of the Tract, the percentage participation attributable to such interest, in the absence of a recordable instrument executed by the owners of the divided interest and furnished to the Unit Operator providing for a different division, shall be divided among the separate owners in proportion to the surface acres of their respective parts of the Tract.

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. Each Working Interest Owner and the parties entitled thereto shall have the continuing right to receive such production in kind at a common point within the Unit Area and to sell or dispose of the same as it sees fit. Such party shall have the right to construct, maintain, and operate within the Unit Area all necessary facilities for that purpose, provided the same are so constructed, maintained, and operated not to interfere with operations carried on pursuant hereto. Subject to Section 17 hereof, "Royalty Settlement," any extra expenditure incurred by Unit Operator by reason of the delivery in kind of any portion of the Unitized Substances shall be borne by the party receiving the same 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; 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. Notwithstanding the foregoing, Unit Operator shall not make a sale into interstate commerce of any Working Interest Owner's share of gas production without first giving such other Working Interest Owner sixty (60) days notice of such intended sale. The proceeds of the Unitized Substances so disposed of by Unit Operator shall be paid to the Working Interest Owners for distribution to the parties entitled thereto.

Any party receiving in kind or separately disposing of all or any part of the Unitized Substances allocated to any Tract, or receiving the proceeds therefrom if the same is sold or purchased by Unit Operator, shall be responsible for the payment of all royalties, overriding royalties, oil payments, net profit contracts, and all payments out of or burdens on the lease or leases and Tracts contributed by it and received into the Unit Area and each such party shall hold each other party hereto harmless against all claims, demands, and causes of action for such royalties, overriding royalties, oil payments, net profit contracts, and other payments out of or burdens on the lease or leases and Tracts contributed by it to the Unit Area.

If, after the effective date of this agreement, there is any Tract or Tracts that are subsequently committed hereto, as above provided in Section 4, "Expansion of Unit Area", or any Tract or Tracts within the Unit Area not effectively committed hereto as of the effective date hereof but which are subsequently committed hereto under the provisions of Section 29, "Nonjoinder and Subsequent Joinder," or if any Tract is excluded from the Unit Area as provided for in Section 28, "Loss of Title," the schedule of participation as shown in Exhibit B shall be revised by the Working Interest Owners to show the new percentage participation of all of the then effectively committed Tracts and the revised Exhibit B, upon approval by the Commissioner, shall govern the allocation of Unitized Substances from and after the effective date thereof until a new schedule is so approved.

16. BALANCING OF PRODUCTION. Unit Operator shall make a proper and timely gauge of all lease and other tanks located on each committed Tract in order to ascertain the amount of merchantable oil in such tanks, above the

pipe line connections, as of 7:00 a.m. on the effective date hereof. All Unitized Substances which are a part of the prior allowable of the well or wells from which the same were produced shall be and remain the property of the Working Interest Owners entitled thereto as if the Unit has not been formed and such Working Interest Owners shall promptly remove same. Any such Unitized Substances not so removed may be sold by the Unit Operator for the account of such Working Interest Owners, subject to the payment of all royalty to Royalty Owners under the terms and provisions of the applicable lease or leases and other contracts. All such Unitized Substances which are in excess of the prior allowable of the well or wells from which the same were produced shall be regarded and treated the same as Unitized Substances produced after the effective date hereof. If, as of the effective date hereof, any committed Tract is over-produced with respect to the allowable of the well or wells on that Tract and the amount of such over-production has been sold or otherwise disposed of, such over-production shall be regarded and included as a part of the Unitized Substances produced after the effective date hereof and the amount thereof charged to such Tract as having been delivered to the persons entitled to Unitized Substances allocated to such Tract.

17. ROYALTY SETTLEMENT. The State of New Mexico and all Royalty Owners who, under existing contracts, are entitled to take in kind a share of the Unitized Substances produced from any committed Tract, shall hereafter be entitled to take in kind their share of the Unitized Substances allocated to such Tract, and Unit Operator shall make deliveries of such Royalty share taken in kind in conformity with the applicable contracts, laws and regulations. Settlement for Royalty Interests not taken in kind shall be made by Working Interest Owners responsible therefor under existing contracts, laws and regulations, on or before the last day of each month for Unitized Substances produced during the preceding calendar month; provided, however, that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any royalties due under their leases except that said royalties shall be computed in accordance with the terms of this agreement.

If dry gas obtained from lands or formations not subject to this agreement is introduced into the Unitized Formation for use in pressure maintenance, stimulation of production, or increasing ultimate recovery, which shall be in conformity with a plant first approved by the Commissioner and the Commission, a like amount of gas, less appropriate deductions for loss from any cause, may be withdrawn from the formation into which the gas was introduced, royalty free as to dry gas, but not as to the products extracted therefrom; provided that such withdrawal shall be pursuant to such conditions and formulae as may be prescribed or approved by the Commissioner; provided further, that such right of withdrawal shall terminate on the termination of this agreement. If liquefied petroleum gases obtained from lands or formations not subject to this agreement be injected into the Unitized Formation for the purpose of increasing ultimate recovery, which shall be in conformance with a plan first approved by the Commissioner, part or all of such liquefied petroleum gases may be withdrawn royalty free pursuant to such conditions and formulae as may be prescribed or approved by the Commissioner.

Royalty due on account of State lands shall be computed and paid on the basis of all Unitized Substances allocated to such lands.

18. RENTAL SETTLEMENT. Rentals on State of New Mexico lands subject to this agreement shall be paid at the rate specified in the respective leases, or may be reduced or suspended under order of the Commissioner pursuant to applicable laws and regulations.

19. CONSERVATION. Operations hereunder and production of Unitized Substances shall be conducted so as to provide for the most economical and efficient recovery of such substances to prevent waste as defined by State laws or regulations.

20. DRAINAGE. Unit Operator shall take appropriate and adequate measures to prevent drainage of Unitized Substances from the committed Tracts by wells on land not subject to this agreement, or, with consent of the Commissioner and pursuant to applicable regulations, pay a fair and reasonable compensatory royalty as determined by the Commissioner.

21. LEASES AND CONTRACTS CONFORMED AND EXTENDED. The terms, conditions

and provisions of all leases, subleases, unit agreements and other contracts relating to exploration, drilling, development, or operation for oil or gas on lands committed to this agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect, and the parties hereto hereby consent that the Commissioner shall, and by his approval hereof, or by the approval hereof by his duly authorized representative, does hereby establish, alter, change, or revoke the drilling, producing, rental, minimum royalty, or royalty requirements of State leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this agreement. Without limiting the generality of the foregoing, all leases, subleases, and contracts are particularly modified in accordance with the following:

- (a) The development and operation of lands subject to this agreement under the terms hereof shall be deemed full performance of all obligations for development and operation with respect to each and every part or separately owned Tract subject to this agreement, regardless of whether there is any development of any particular part or Tract of the Unit Area, notwithstanding anything to the contrary in any lease, operating agreement, or other contract by and between the parties hereto, or their respective predecessors in interest, or any of them.
- (a) Drilling, producing, or additional recovery operations performed hereunder upon any Tract of Unitized Land will be accepted and deemed to be performed upon and for the benefit of each and every Tract of Unitized Land, and no lease shall be deemed to expire by reason of failure to drill or produce wells situated on land therein embraced.
- (c) Suspension of drilling or producing operations on all Unitized Lands pursuant to direction or consent of the Commissioner, or his duly authorized representative, shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every Tract of Unitized Lands.
- (d) Each lease, sublease, unit agreement, or contract relating to the exploration, drilling, development, or operation for oil and gas which by its terms might expire prior to the termination of this agreement is hereby extended beyond any

such term so provided therein, so that it shall be continued in full force and effect for and during the term of this agreement.

- (e) Termination of this agreement shall not affect any lease which, pursuant to the terms thereof or any applicable laws, shall continue in force and effect thereafter.
- (f) 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.
- (g) 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 land committed and as to the land not committed and the terms of such leases shall apply separately as to such segregated portions commencing as of the effective date hereof; provided, however, that notwithstanding any of the provisions of this agreement to the contrary, such lease shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease if oil or gas is, or has heretofore been, discovered in paying quantities on some part of the lands embraced in such lease committed to this agreement for so long as a portion of the Unitized Substances produced from the Unit Area is, under the terms of this agreement, allocated to the portion of the lands covered by such lease committed to this agreement, or, at any time during the term hereof, as to any lease that is then valid and subsisting and upon which the lessee or the Unit Operator is then engaged in bona fide drilling, reworking, or additional recovery operations on any part of the lands embraced in such lease, then the same as to all lands embraced therein shall remain in full force and effect so long as such operations are diligently prosecuted, and if they result in the production of oil or gas, said lease shall continue in full force and effect as to all of the lands embraced therein, so long thereafter as oil or gas in paying quantities is being produced from any portion of said lands.

22. COVENANTS RUN WITH LAND. The covenants herein shall be construed to be covenants running with the land with respect to the interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in interest. No assignment or transfer of any Working Interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, photostatic or certified copy of the instrument of transfer; and no assignment or transfer of any Royalty Interest shall be binding upon the Working Interest Owner responsible therefor until the first day of the calendar month after said Working Interest Owner is furnished with the original, photostatic or certified copy of the instrument of transfer.

23. EFFECTIVE DATE AND TERM. This agreement shall become binding upon each party who executes or ratifies it as of the date of execution or ratification by such party and shall become effective as of 7:00 a.m. on the first day of the calendar month next following:

(a) The execution or ratification of this agreement and the Unit Operating Agreement by Working Interest Owners owning a combined Unit Participation of at least eighty per cent (80%) in the lands described in Exhibit B hereto, and the execution or ratification of this agreement by Royalty Owners owning a combined interest of at least seventy-five per cent (75%) of the Royalty Interest therein;

(b) The approval of this agreement by the Commissioner and the Commission;

(c) The filing of at least one counterpart of this agreement for record in the records of Lea County, New Mexico, by Unit Operator; and provided further, that if the requirements of Paragraph 23 (a), (b), and (c) hereof are not accomplished on or before October 1, 1972, this agreement shall ipso facto terminate on said date (hereinafter called "termination date") and thereafter be of no further force or effect, unless prior thereto this agreement has been executed or ratified by Working Interest Owners owning a

combined Unit Participation of at least seventy-five per cent (75%) in the lands described in Exhibit B hereto, and Working Interest Owners owning a combined Unit Participation of at least seventy-five per cent (75%) therein have decided to extend said termination date for a period not to exceed six (6) months. If said termination date is so extended and the requirements of said Paragraph 23 (a), (b), and (c) are not accomplished on or before said extended termination date, this agreement shall ipso facto terminate on said extended termination date and thereafter be of no further force or effect. Unit Operator shall, within thirty (30) days after the effective date of this agreement, file for the record in the office or offices where a counterpart of this agreement is recorded, a certificate to the effect that this agreement has become effective according to its terms and stating further the effective date.

The term of this agreement shall be for and during the time that Unitized Substances are produced in paying quantities from the Unit Area and as long thereafter as drilling, reworking, or other (including additional recovery) operations are prosecuted thereon without cessation of more than ninety (90) consecutive days, unless sooner terminated by Working Interest Owners in the manner hereinafter provided. This agreement may be terminated by Working Interest Owners owning a total of at least ninety per cent (90%) of the then committed Working Interest, whenever such Working Interest Owners determine that Unit Operations are no longer profitable, feasible or in the interest of conservation, with the approval of the Commissioner. Notice of any such approval shall be given by Unit Operator to all parties hereto.

Upon termination of this agreement, the further development and operation of the Unit Area as a unit shall be abandoned, Unit operations shall cease, and thereafter the parties hereto shall be governed by the terms and provisions of the leases and contracts affecting the separate committed Tracts just as if this agreement had never been entered into.

If not otherwise covered by the leases unitized under this agreement, Royalty Owners hereby grant Working Interest Owners a period of six (6) months after termination of this agreement in which to salvage, sell, distribute, or otherwise dispose of the personal property and facilities used in connection with Unit operations.

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

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

26. NO WAIVER OF CERTAIN RIGHTS. Nothing in this agreement contained shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State of New Mexico, or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive.

27. UNAVOIDABLE DELAY. All obligations under this agreement requiring the Unit Operator to commence or continue drilling or to operate on or to produce Unitized Substances from any of the land subject to this agreement shall be suspended while, but only so long as, the Unit Operator, despite the exercise of due care and diligence, is prevented from complying with such obligations, in whole or in part, by strikes, acts of God, Federal, State, or municipal law or agencies, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary materials in open market, or other matters beyond the reasonable control of the Unit Operator, whether similar to matters herein enumerated or not.

28. LOSS OF TITLE. If any Tract of land subject to this agreement ceases to have sufficient Working Interest or Royalty Interest committed hereto to meet the conditions of Section 14 because of failure of title of any party hereto, such Tract shall be regarded as not committed hereto as of 7:00 a.m. on the first day of the calendar month in which such failure of title is finally determined; provided, however, that no such Tract shall be so regarded if same can be requalified under said Section 14 within ninety (90) days after the date on which such title failure was finally determined. If any such Tract cannot be so requalified, Unit Operator shall recompute the Tract Participation of each remaining Tract of land subject to this agreement so that such Tract Participations shall remain in the same ratio one to another. Thereafter, Unit Operator shall revise Exhibit B conformably with such recomputation. Each such revised exhibit shall be effective at 7:00 a.m. on the first day of the calendar month in which such failure of title is finally determined.

If title to a Working Interest fails, the rights and obligations of Working Interest Owners by reason of such failure shall be governed by the Unit Operating Agreement. If title to a Royalty Interest fails, but the Tract to which it relates remains subject to this agreement, the Royalty Owner whose title failed shall not be entitled to participate hereunder insofar as its participation is based on such lost Royalty Interest.

In the event of a dispute as to the title to any Working or Royalty Interest, or other interest subject hereto, payment or delivery on account thereof may be withheld without liability or interest until the dispute is finally settled; provided, that as to State lands or leases, no payments of funds due the State of New Mexico shall be withheld; such funds of the State shall be deposited as directed by the Commissioner, all to be held as unearned money pending final settlement of the title dispute and then applied as earned or returned in accordance with such final settlement.

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

29. NONJOINER AND SUBSEQUENT JOINER. Any oil or gas interest in the Unitized Formation in lands within the Unit Area not committed hereto prior to submission of this agreement to the Commissioner for final approval, may thereafter be committed hereto upon compliance with the applicable provisions of Section 14 hereof, at any time up to the effective date hereof, on the same basis of participation as provided for in Section 13 by the owner or owners thereof executing a joinder to this agreement and, if the interest is a Working Interest, by the owner of such interest also executing a joinder to the Unit Operating Agreement.

It is understood and agreed, however, that after the effective date hereof, the right of subsequent joinder as provided in this section shall be subject to such requirements or approvals and on such basis as may be agreed upon by Working Interest Owners owning a total of at least seventy-five per cent (75%) of the then committed Working Interest. Such joinder by a Royalty Owner must be evidenced by his execution or ratification of this Unit Agreement and must be consented to in writing by the Working Interest Owner responsible for the payment of any benefits that may accrue hereunder in behalf of such Royalty Owner. Except as may otherwise herein be provided, all subsequent joinders to this agreement, as hereinabove specified, shall be effective at 7:00 a.m. as of the first day of the month following the filing with the Commissioner of duly executed counterparts of all such subsequent joinders and other necessary papers and approval thereof by the Commissioner.

30. COUNTERPARTS. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or it may be ratified or consented to by separate instrument in writing specifically referring hereto and shall be binding upon all those parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all such parties had signed the same document and regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands within the above described Unit Area.

31. TAXES. The Working Interest Owners shall render and pay for their account and the account of the Royalty Owners all valid taxes on or measured by the Unitized Substances in and under or that may be produced, gathered and sold from the land subject to this agreement after the effective date of this agreement, or upon the proceeds or net proceeds derived therefrom. The Working Interest Owners in each Tract may charge the proper proportion of said taxes to the Royalty Owners having interests in said Tract, and may currently retain and deduct sufficient of the Unitized Substances or derivative products, or net proceeds thereof, from the allocated share of each Royalty Owner to secure reimbursement for the taxes so paid. No such taxes shall be charged to the State of New Mexico or to any lessor who has a contract with his lessee which requires the lessee to pay such taxes.

In order to avoid title failures which might incidentally cause the title to a Working Interest or Royalty Interest to fail, the owners of (1) the surface rights to each committed Tract, (2) severed mineral or Royalty Interest in said Tracts and improvements located on said Tracts not utilized for Unit Operations shall individually be responsible for the rendition and assessment, for ad valorem tax purposes, of all such property, and for the payment of such taxes, except as otherwise provided in any contract or agreement between such owners and a Working Interest Owner or Owners. If any ad valorem taxes are not paid by such owner responsible therefor when due, Unit Operator may, at any time prior to tax sale, pay the same, redeem such property and discharge such tax liens as may arise through nonpayment. In the event Unit Operator makes any such payment or redeems any such property from tax sale, Unit Operator shall be reimbursed therefor by the Working Interest Owners in proportion to their respective Unit Participations then in effect, and Unit Operator shall withhold from any proceeds derived from the sale of Unitized Substances otherwise due to said delinquent taxpayer or taxpayers an amount sufficient to defray the costs of such payment or redemption, such withholding to be distributed among the Working Interest Owners in proportion to their respective contributions toward such payment or redemption. Such withholding shall be without prejudice to any other remedy, either at law or in equity, which may be available for exercise by the Unit Operator or by the Working Interest Owners.

32. CONFLICT OF SUPERVISION. Neither the Unit Operator nor the Working Interest Owners, or any of them, shall be subject to any forfeiture, termination, or expiration of any rights hereunder or under any leases or contracts subject hereto, or to any penalty or liability on account of delay or failure in whole or in part to comply with any applicable provisions thereof to the extent that the said Unit Operator, Working Interest Owners, or any of them are hindered, delayed or prevented from complying therewith by reason of the failure of the Unit Operator to obtain, in the exercise of due diligence, the concurrence of proper representatives of the State of New Mexico in and about any matters or things concerning which it is required herein that such concurrence be obtained. The parties hereto, including the Commission, agree that all powers and authority vested in the Commission in and by any provisions of this contract are vested in the Commission and shall be exercised by it pursuant to the provisions of the laws of the State of New Mexico and subject, in any case, to appeal or judicial review as may now or hereafter be provided by the laws of the State of New Mexico.

33. NO PARTNERSHIP. It is expressly agreed that the relation of the parties hereto is that of independent contractors and nothing in this agreement contained, express or implied, or any operations conducted hereunder, shall create or be deemed to have created a partnership or association between the parties hereto or any of them.

34. LIEN OF UNIT OPERATOR. Unit Operator shall have lien upon the interests of Working Interest Owners in the Unit Area to the extent provided in the Unit Operating Agreement.

35. NEW INTEREST. If any Working Interest Owner shall, after executing this agreement, create any overriding royalty, production payment, or other similar interest, hereinafter 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 17.1 of the Unit Operating Agreement, or fails to pay any expenses and costs chargeable to it

under this agreement, and the production 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 for which the original Working Interest Owner creating such new interest would have been liable had the same not been transferred. In this event, the lien provided in Section 34 may be enforced against such new interest. If the owner of such 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.

36. BORDER AGREEMENTS. Subject to the approval of the Commissioner, the Unit Operator, with concurrence of Working Interest Owners owning a total of at least eighty-five per cent (85%) of the then committed Working Interest, may enter into a border-protection agreement or agreements with the Working Interest Owners of land adjacent to the committed Tracts with respect to the operations in the border area for the maximum ultimate recovery, conservation purposes and proper protection of the parties interest.

37. JOINDER IN DUAL CAPACITY. Execution or ratification 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.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of a date first above written and have set opposite their respective names the date of execution and the address of each of the respective executing parties.

UNIT OPERATOR AND WORKING INTEREST OWNER

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
By

DATE OF SIGNATURE:

ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NEW MEXICO CORPORATION ACKNOWLEDGEMENTS

STATE OF \_\_\_\_\_X

COUNTY OF \_\_\_\_\_X

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

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_ County, \_\_\_\_\_

STATE OF \_\_\_\_\_X

COUNTY OF \_\_\_\_\_X

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

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_ County, \_\_\_\_\_

STATE OF \_\_\_\_\_X

COUNTY OF \_\_\_\_\_X

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

My Commission Expires:  
\_\_\_\_\_

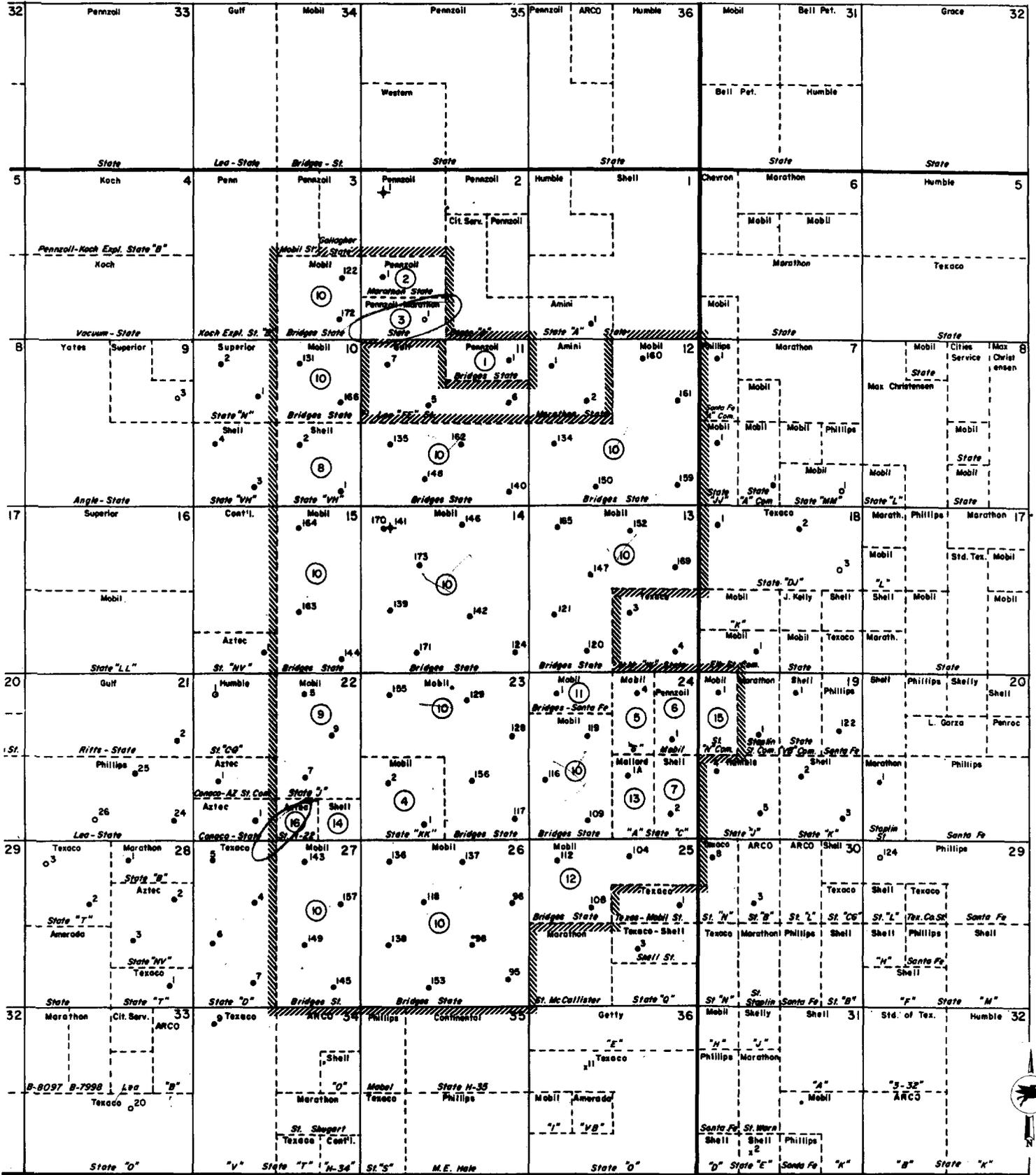
\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_ County, \_\_\_\_\_

R - 34 - E

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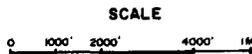
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LEGEND

- ABO PRODUCER
- ABO LOCATION
- ⊕ DRY HOLE
- ////// UNIT BOUNDARY (PROPOSED)
- Ⓢ TRACT NO.



**Mobil Oil Corporation**  
 MIDLAND E & P DIVISION  
 Southern Region Midland, Texas

**EXHIBIT "A"**  
**NORTH VACUUM ABO UNIT**

LEA COUNTY NEW MEXICO

SCALE  
 DATE 5-30-72  
 DRAWN BY [Signature]  
 CHECKED [Signature]  
 APPROVED [Signature]  
 REVISED

EXHIBIT "B" TO UNIT AGREEMENT  
NORTH VACUUM ABO UNIT  
LEA COUNTY, NEW MEXICO

TRACT NUMBER	LEASE NAME & DESCRIPTION OF LAND	NUMBER OF ACRES	NEW MEXICO STATE LEASE NUMBER	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND AMOUNT	WORKING INTEREST OWNER & TRACT	% WI IN TRACT	UNIT PARTICIPATION
1	Bridges State Township 17 South, Range 34 East Section 11: N/2 NE/4	80	E-580	State of New Mexico 12.5%	Gulf Oil Co.	Gulf Oil Co. 6.2500%	Pennzoil Co. Wainoco, Inc.	82.936 <u>17.064</u> 100.00	0.94323 <u>0.19407</u> 1.13730
2	Marathon State Township 17 South, Range 34 East Section 2: N/2 SW/4	80	E-619-5	State of New Mexico 12.5%	Yates Drilling Co.	Marathon Oil Co. 6.2500%	Pennzoil Co. Wainoco, Inc.	50.00 <u>50.00</u> 100.00	0.42772 <u>0.42772</u> 0.85544
3	Marathon State Township 17 South, Range 34 East Section 2: S/2 SW/4	80	E-619-5	State of New Mexico 12.5%	Yates Drilling Co.	None	Marathon Oil Co. Pennzoil Co. Wainoco, Inc.	50.00 25.00 <u>25.00</u> 100.00	0.33423 0.16712 <u>0.16711</u> 0.66846
4	State "KK" Township 17 South, Range 34 East Section 23: SW/4	160	B-1040-1	State of New Mexico 12.5%	Amerada Hess Corp.	Amerada Hess Corp. 12.5000%	Mobil Oil Corp.	100.00	2.24795
5	State "G" Township 17 South, Range 34 East Section 24: W/2 NE/4	80	B-1106	State of New Mexico 12.5%	Mobil Oil Corp.	None	Mobil Oil Corp.	100.00	1.23959
6	Mobil 24 State Com. Township 17 South, Range 34 East Section 24: E/2 NE/4	80	B-1106 E-5765-4	State of New Mexico 12.5%	Mobil Oil Corp. Pennzoil Co.	E. A. Culbertson 1.5625% Wallace W. Irwin 1.5625% Mobil Oil Corp. 6.2500% Scope Industries 3.1250%	Wainoco, Inc. Pennzoil Co.	17.064 <u>82.936</u> 100.00	0.42683 <u>2.07449</u> 2.50132
7	State "C" Township 17 South, Range 34 East Section 24: E/2 SE/4	80	B-1404-2 B-1404-3	State of New Mexico 12.5%	Shell Oil Co. Atlantic Richfield Co.	None	Shell Oil Co.	100.00	1.68124
8	State "VH" Township 17 South, Range 34 East Section 10: SE/4	160	E-1449-6	State of New Mexico 12.5%	Yates Drilling Co.	None	Shell Oil Co.	100.00	3.72073
9	State "J" Township 17 South, Range 34 East Section 22: NE/4 and N/2 SE/4	240	B-1519	State of New Mexico 12.5%	Mobil Oil Corp.	None	Mobil Oil Corp.	100.00	3.09780

<u>TRACT NUMBER</u>	<u>LEASE NAME &amp; DESCRIPTION OF LAND</u>	<u>NUMBER OF ACRES</u>	<u>NEW MEXICO STATE LEASE NUMBER</u>	<u>BASIC ROYALTY</u>	<u>LESSEE OF RECORD</u>	<u>OVERRIDING ROYALTY OWNER AND AMOUNT</u>	<u>WORKING INTEREST OWNER &amp; TRACT</u>	<u>% WI IN TRACT</u>	<u>UNIT PARTICIPATION</u>
10	Bridges State <u>Township 17 South, Range 34 East</u> Section 3: SE/4 Section 10: NE/4 Section 11: S/2 Section 12: NE/4 & S/2 Section 13: N/2 & SW/4 Section 14: All Section 15: E/2 Section 23: N/2 & SE/4 Section 24: S/2 NW/4 & SW/4 Section 26: All Section 27: E/2	4,240	B-1520-1	State of New Mexico 12.5%	Mobil Oil Corp.	None	Mobil Oil Corp.	100.00	72.90564
11	Bridges Santa Fe State Com. <u>Township 17 South, Range 34 East</u> Section 24: N/2 NW/4	80	B-1520-1 B-3935	State of New Mexico 12.5%	Mobil Oil Corp. Phillips Petroleum Co.	None	Mobil Oil Corp. Phillips Petroleum Co.	50.00 <u>50.00</u> 100.00	0.44726 <u>0.44725</u> 0.89451
12	Bridges State Section 25 <u>Township 17 South, Range 34 East</u> Section 25: NW/4 and N/2 NE/4	240	B-1520-1	State of New Mexico 12.5%	Mobil Oil Corp.	None	Mobil Oil Corp.	100.00	4.39039
13	State "A" <u>Township 17 South, Range 34 East</u> Section 24: W/2 SE/4	80	B-1838-3	State of New Mexico 12.5%	Atlantic Richfield Co.	Atlantic Richfield 12.5%	Martin Anderson Arthur L. Booth Peter B. Cannell J. A. Davidson J. A. Davidson (FNB A/C) Murray Fasken Derrell Henry E. H. Holcomb Wesley T. House JGM, Inc. R. W. Keener George A. Landreth Walter Lubanko Delton Marcum Gordon Marcum Larry S. Marcum Charles E. Marsh II John G. McMillian, Jr. Olds Petroleum Co. Homer Olsen, Jr. Robert C. Porter Pike H. Sullivan, Jr. David K. Watkiss Western Motor Parts, Inc. Francis S. Williams	5.00 2.00 2.00 .40 1.60 6.25 2.00 5.00 6.25 2.00 2.00 2.00 6.25 3.125 3.125 12.00 10.00 6.00 2.00 2.00 2.00 3.00 10.00 <u>2.00</u> 100.00	0.07661 0.03064 0.03065 0.00613 0.02451 0.09576 0.03064 0.07661 0.09576 0.03064 0.03065 0.03064 0.04788 0.04788 0.18386 0.15322 0.09193 0.03064 0.03065 0.03064 0.04597 0.15322 <u>0.03064</u> 1.53218

TRACT NUMBER	LEASE NAME & DESCRIPTION OF LAND	NUMBER OF ACRES	NEW MEXICO STATE LEASE NUMBER	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND AMOUNT	WORKING INTEREST OWNER & TRACT	% WI IN TRACT	UNIT PARTICIPATION
14	State 22 Township 17 South, Range 34 East Section 22: SE/4 SE/4	40	B-2354-2	State of New Mexico 12.5%	Shell Oil Co.	None	Shell Oil Co.	100.00	0.54938
15	State "N" Com. Township 17 South, Range 35 East Section 19: W/2 NW/4	75.30	B-2423-4 E-7259	State of New Mexico 12.5%	Mobil Oil Corp. Shell Oil Co.	None	Mobil Oil Corp. Shell Oil Co.	50.0398 49.9602 100.00	1.01512 1.01351 2.02863
16	State "H" Township 17 South, Range 34 East Section 22: SW/4 SE/4	40	B-3196	State of New Mexico 12.5%	Continental Oil Co.	None	Continental Oil Co.	100.00	0.54944
TOTAL: 16 STATE TRACTS									5835.30 Acres
									100.00000

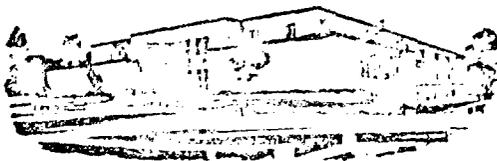
WORKING INTEREST OWNER SIGN-UP  
 NORTH VACUUM ABO UNIT  
 LEA COUNTY, NEW MEXICO  
SEPTEMBER 22, 1972

<u>TRACT NO.</u>	<u>TRACT PARTICIPATION</u>	<u>% SIGNED</u>
1	1.13730	100.00000
2	0.85544	100.00000
3	0.66846	50.00000
4	2.24795	100.00000
5	1.23959	100.00000
6	2.50132	100.00000
7	1.68124	100.00000
8	3.72073	100.00000
9	3.09780	100.00000
10	72.90564	100.00000
11	0.89451	100.00000
12	4.39039	100.00000
13	1.53218	98.00024
14	0.54938	100.00000
15	2.02863	100.00000
16	0.54944	
	100.00000	

LMHill/gs

CH...  
 4850

State of New Mexico



RECEIVED		
JOHN HOWARD		
JUN 23 1972		
UDM	GS	EG
BY	FILE	ROUTE



Commissioner of Public Lands

June 23, 1972

P. O. BOX 1148  
SANTA FE, NEW MEXICO

ALEX J. ARMIJO  
COMMISSIONER

Mobil Oil Corporation  
P. O. Box 633  
Midland, Texas 79701

Re: Proposed North Vacuum Abo Unit  
Lea County, New Mexico

ATTENTION: Mr. John D. Howard

Gentlemen:

We have reviewed the proposed unexecuted copy of Unit Agreement and Exhibits for the captioned unit and find that it meets with the requirements of the Commissioner of Public Lands, therefore, the Commissioner approves the proposed agreement for the North Vacuum Abo Unit as to form and content. However, the few changes which were suggested in our June 1 meeting must be carried through.

Under Exhibit "B" Tract 7 you have Section 22 and should be Section 24, please make this correction. C

Upon submitting this unit for final approval the following are required:

1. Two executed copies of Unit Agreement-one must be an original
2. One copy of Operating Agreement
3. All Ratifications from Lessees of Record and Working Interest Owners- two copies- one must be an original
4. Order of the Oil Conservation Commission
5. Initial Plan of Operation
6. Filing fee in the amount of One Hundred and Fifty(\$150.00) Dollars.

If we may be of further assistance please do not hesitate to call on us.

Very truly yours,  
*Ray D. Graham*  
RAY D. GRAHAM, Director  
Oil and Gas Department

BEFORE EXAMINATION	
OIL CONSERVATION	
EXHIBIT NO.	3
CASE NO.	4830
Submitted by	
Hearing Date	

AJA/RDG/s

*Copy obtained from  
Land Office 5/30/73  
EK*

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO  
MOBIL OIL CORPORATION-NORTH VACUUM ABO 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 July, 1972, 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:

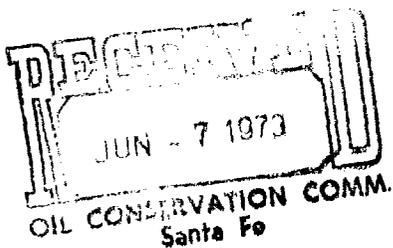
- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (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 13th. day of November, 19 72.



*Alfred J. Ramirez*  
COMMISSIONER OF PUBLIC LANDS  
of the State of New Mexico



21994

*Misc*

CERTIFICATE OF EFFECTIVENESS **BOOK 306 PAGE 813**  
NORTH VACUUM ABO UNIT  
LEA COUNTY, NEW MEXICO

WHEREAS, certain working interest owners and royalty interest owners entered into a Unit Agreement dated July 1, 1972, covering the North Vacuum Abo Unit, Lea County, New Mexico, a duplicate of which has been recorded in Volume 306, page 242, Oil and Gas Records of Lea County, New Mexico; and

WHEREAS, under the terms of Section 23(c) of said Unit Agreement, Unit Operator is instructed to file for record in Lea County, New Mexico, a certificate evidencing the fact that said Unit Agreement has become effective and the date thereof; and

WHEREAS, tracts comprising 98.19424% of the Unit Participation in the Unit Area as shown on Exhibit "B" to said Unit Agreement have qualified for the unit under the terms of Section 14 of said Unit Agreement; and

WHEREAS, the Unit Agreement covering proposed operations in the North Vacuum Abo Unit have been approved by the Oil Conservation Commission of the State of New Mexico, designated Order No. R-4412, and Commissioner of Public Lands of the State of New Mexico dated November 13, 1972.

WHEREAS, under the terms of Section 3 of said Unit Agreement, Operator is instructed to certify and file for record in Lea County, New Mexico, revised exhibits to said Unit Agreement whenever such revisions become necessary.

NOW THEREFORE, know all men by these presents, that Mobil Oil Corporation, Unit Operator of the North Vacuum Abo Unit, does hereby certify and declare that in accordance with Section 23(c) of said Unit Agreement said unit is effective as of 7:00 a.m., December 1, 1972.

In accordance with Section 3 of the said Unit Agreement, the attached revised Exhibits "A" and "B" have been prepared by the said Unit Operator and the same shall be substituted for all purposes in the place and stead of the original Exhibits "A" and "B" attached to the counterpart of the said Unit Agreement heretofore recorded in Lea County, New Mexico.

IN TESTIMONY WHEREOF, Mobil Oil Corporation has executed this Certificate on the 18<sup>th</sup> day of December, 1972.

MOBIL OIL CORPORATION

*J. S. Wright, Jr.* *150*  
Attorney in Fact

\* \* \* \* \*

STATE OF TEXAS     X  
                              X  
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of December, 1972, by F. S. WRIGHT, JR., Attorney in Fact of MOBIL OIL CORPORATION, a New York corporation, on behalf of said corporation.

My Commission Expires:  
June 1, 1973

*Thanda Phillips*  
Notary Public in and for  
Midland County, Texas

EXHIBIT "g" TO UNIT AGREEMENT  
NORTH VACUUM ABO UNIT  
LEA COUNTY, NEW MEXICO

TRACT NUMBER	LEASE NAME & DESCRIPTION OF LAND	NUMBER OF ACRES	NEW MEXICO STATE LEASE NUMBER	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND AMOUNT	WORKING INTEREST OWNER &	% WI IN TRACT	UNIT PARTICIPATION
2	Marathon State Township 17 South, Range 34 East Section 2: N/2 SW/4	80	E-619-5	State of New Mexico 12.5%	Yates Drilling Co.	Marathon Oil Co. 5.2500	Pennzoil Company Walnoco, Inc.	50.00 50.00 100.00	0.43561 0.43560 0.87121
4	State "KK" Township 17 South, Range 34 East Section 23: SW/4	160	B-1040-1	State of New Mexico 12.5%	Amerada Hess Corp.	Amerada Hess Corp. 12.5	Mobil Oil Corp. Mobil Oil Corp.* Amerada Hess Corp.* *After payout	100.00 50.00 50.00	2.28957
5	State "G" Township 17 South, Range 34 East Section 24: W/2 NE/4	80	B-1106	State of New Mexico 12.5%	Mobil Oil Corp.	None	Mobil Oil Corp.	100.00	1.26212
6	Mobil 24 State Com. Township 17 South, Range 34 East Section 24: E/2 NE/4	80	B-1106 E-5765-4	State of New Mexico 12.5%	Mobil Oil Corp. Pennzoil Company	E. A. Culbertson 1.5625 Wallace W. Irwin 1.5625 Mobil Oil Corp. 6.2500 Scope Industries 3.1250	Walnoco, Inc. Pennzoil Company	17.054 82.936 100.00	0.43454 2.11249 2.54713
7	State "G" Township 17 South, Range 34 East Section 22: E/2 SE/4	80	B-1404-2 B-1404-3	State of New Mexico 12.5%	Shell Oil Co. Atlantic Richfield Co.	None	Shell Oil Co.	100.00	1.71198
8	State "VH" Township 17 South, Range 34 East Section 10: SE/4	160	E-1449-6	State of New Mexico 12.5%	Yates Drilling Co.	None	Shell Oil Co.	100.00	3.78935
9	State "J" Township 17 South, Range 34 East Section 22: NE/4 and N/2 SE/4	240	B-1519	State of New Mexico 12.5%	Mobil Oil Corp.	None	Mobil Oil Corp.	100.00	3.15541

12/12/72

TRACT NUMBER	LEASE NAME & DESCRIPTION OF LAND	NUMBER OF ACRES	NEW MEXICO STATE LEASE NUMBER	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND AMOUNT	WORKING INTEREST OWNER & TRACT	% WI IN TRACT	UNIT PARTICIPATION
10	Bridges State Township 17 South, Range 34 East Section 3: SE/4 Section 10: NE/4 Section 11: S/2 Section 12: NE/4 & S/2 Section 13: N/2 & SW/4 Section 14: A11 Section 15: E/2 Section 23: N/2 & SE/4 Section 24: S/2 NW/4 & SW/4 Section 26: A11 Section 27: E/2	4,240	B-1520-1	State of New Mexico 12.5%	Mobil Oil Corp.	None	Mobil Oil Corp.	100.00	74.24630
11	Bridges Santa Fe State Com. Township 17 South, Range 34 East Section 24: N/2 NW/4	80	B-1520-1 B-3935	State of New Mexico 12.5%	Mobil Oil Corp. Phillips Petroleum Co.	None	Mobil Oil Corp. Phillips Petroleum Co.	50.00 50.00 100.00	0.45541 0.45541 0.91082
12	Bridges State Section 25 Township 17 South, Range 34 East Section 25: NW/4 and N/2 NE/4	240	B-1520-1	State of New Mexico 12.5%	Mobil Oil Corp.	None	Mobil Oil Corp.	100.00	4.47072
13	State "A" Township 17 South, Range 34 East Section 24: W/2 SE/4	80	B-1838-3	State of New Mexico 12.5%	Atlantic Richfield Co.	Atlantic Richfield 12.5%	Martin Anderson Arthur L. Booth Peter B. Gannell J. A. Davidson J. A. Davidson (FNB A/C) Murray Fasken Derrrell Henry E. H. Holcomb Wesley T. House JGM, Inc. R. W. Keener George H. Landreth Walter Lubanko Delton Marcum Gordon Marcum Larry S. Marcum Charles E. Marsh II John G. McMillan, Jr. Olds Petroleum Co. Homer Olsen, Jr. Robert C. Porter Pike H. Sullivan, Jr. David K. Watkins Western Motor Parts, Inc. Francis S. Williams	5.00 2.00 2.00 2.00 1.60 6.25 2.00 5.00 6.25 2.00 2.00 2.00 2.00 2.00 6.25 3.125 3.125 12.00 10.00 6.00 2.00 2.00 2.00 2.00 3.00 10.00 2.00	0.07801 0.03120 0.03120 0.00624 0.02496 0.09751 0.03120 0.07801 0.09751 0.03120 0.03120 0.03120 0.03120 0.03120 0.04875 0.04875 0.18721 0.15601 0.09361 0.03120 0.03120 0.03120 0.03120 0.04680 0.15601 0.03120
								100.00	1.56009

TRACT NUMBER	LEASE NAME & DESCRIPTION OF LAND	NUMBER OF ACRES	NEW MEXICO STATE LEASE NUMBER	BASIC ROYALTY	LESSEE OF RECORD	OVERRIDE ROYALTY OWNER AND AMOUNT	WORKING INTEREST OWNER & TRACT	% WI IN TRACT	UNIT PARTICIPATI
14	State 22 Township 17 South, Range 34 East Section 22: SE/4 SE/4	40	B-2354-2	State of New Mexico 12.5%	Shell Oil Co.	None	Shell Oil Co.	100.00	0.55958
15	State 'N' Com. Township 17 South, Range 35 East Section 19: W/2 NW/4	75.30	B-2423-4 E-7259	State of New Mexico 12.5%	Mobil Oil Corp. Shell Oil Co.	None	Mobil Oil Corp. Shell Oil Co.	50.0398 49.9602 100.00	1.03389 1.03225 2.06614
16	State 'H" Township 17 South, Range 34 East Section 22: SW/4 SE/4	40	B-3196	State of New Mexico 12.5%	Continental Oil Co.	None	Continental Oil Co.	100.00	0.55958
TOTAL: 14 STATE TRACTS		5675.30 Acres							100.00000

LNH/gb  
12-12-72

NORTH VACUUM ABO UNIT  
LEA COUNTY, NEW MEXICO

The undersigned owner of an overriding royalty interest in the N/2 SW/4 of Section 2-17S-34E acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement provides that any person may become a party to the agreement by signing the original, a counterpart, or other instrument which evidences an intention to be bound by the terms of such agreement.

The undersigned owner represents that it is the owner of an overriding royalty interest in the Tract described above, which is included in said Unit Agreement, and is one of the Tracts described in Exhibit B of the said Unit Agreement, and such overriding royalty interest is all that is hereby committed by Marathon Oil Company.

It is understood that execution of this said Unit Agreement does not operate to diminish, alter, or in any way prejudice Marathon Oil Company's right and option to convert its overriding royalty to an undivided one-half (1/2) of the working interest under the North One-half (N/2) of the Southwest One-quarter (SW/4) of Section 2, T-17-S, R-34-E, NMPM, Lea County, New Mexico, all as more particularly provided for in that certain Assignment dated August 15, 1967, between Marathon Oil Company, assignor, and Stetco '66, Ltd., assignee, and recorded in Volume 265 at Page 785 of Miscellaneous Records of Lea County, New Mexico.

NOW, THEREFORE, the overriding royalty owner signing this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if it had signed the original. The undersigned owner agrees that the parties to the Unit Agreement are those that sign the originals, any counterparts of said instruments, or any instrument which evidences an intention to be so bound.

EXECUTED as of the 5<sup>th</sup> day of December, 1972. J.C.A. #1

MARATHON OIL COMPANY

By M.B. Todd  
Division Operations Manager JBS

ACKNOWLEDGEMENT

CORPORATION

STATE OF TEXAS     |  
                          |  
COUNTY OF HARRIS   |

The foregoing instrument was acknowledged before me this 5th day of December, 1972, by M. B. Todd;

DIVISION OPERATIONS MANAGER of MARATHON OIL COMPANY, an Ohio corporation, on behalf of said corporation.

ZACK McELROY  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1973

[Signature]  
Notary Public in and for  
Harris County, Texas

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

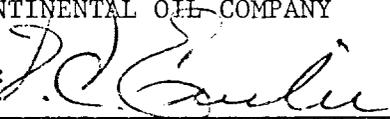
The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 30th day of November, 1972.

CONTINENTAL OIL COMPANY

By: 

V. C. Eissler, Attorney-in-Fact

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NEW MEXICO ACKNOWLEDGMENTS

CORPORATION

State of TEXAS X  
County of HARRIS X

The foregoing instrument was acknowledged before me this  
30th day of November, 1972, by V. C. Eissler  
Attorney-in-Fact of CONTINENTAL OIL COMPANY, a  
Delaware corporation, on behalf of said corporation.

My Commission Expires:

June 1, 1973

*Patricia Hornsby*  
Notary Public in and for  
Harris County, Texas  
PATRICIA HORNSBY

\* \* \* \* \*

INDIVIDUAL

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ X

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

My Commission Expires:

\_\_\_\_\_

Notary Public in and for  
\_\_\_\_\_ County, \_\_\_\_\_

307 and 288

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 3 day of August, 1972.

John R. McMullin Jr.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CORPORATION

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ 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 in and for \_\_\_\_\_ County, \_\_\_\_\_

\* \* \* \* \*

INDIVIDUAL

State of Texas X  
County of Midland X

The foregoing instrument was acknowledged before me this 3rd day of August, 1972, by John L. McMillan, Jr.

My Commission Expires:

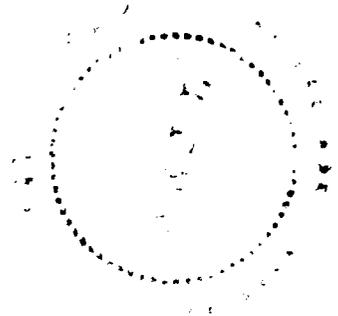
June 1, 1973  


Estev L. Caldwell  
Notary Public in and for  
Midland County, Texas

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

JAN 10 1973

at 2:30 o'clock P.M.  
and Recorded in Book 307  
Page 288  
JANE RICE SMITH, County Clerk  
By J.C. Deputy



22510

*miss* BCCP 307 PAGE 286  
JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT  
LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 25<sup>th</sup> day of September, 1972.

Shell Oil Company



Attorney in Fact

NEW MEXICO ACKNOWLEDGMENTS

CORPORATION

State of Texas X  
County of Midland X

The foregoing instrument was acknowledged before me this  
25th day of September, 1972, by T. T. Thompson,  
Attorney-in-Fact of Shell Oil Company, a  
Delaware corporation, on behalf of said corporation.

My Commission Expires:



Rosalyn Magee  
Notary Public in and for  
Midland County, Texas

\* \* \* \* \*

INDIVIDUAL

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ X

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

My Commission Expires:

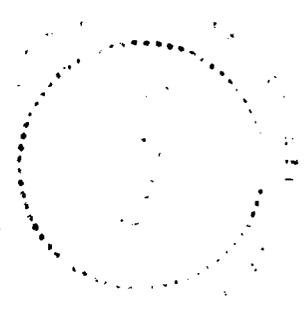
\_\_\_\_\_

Notary Public in and for  
\_\_\_\_\_ County, \_\_\_\_\_

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

JAN 10 1973

at 2:30 o'clock P M  
and Recorded in Book 302  
Page 286  
JANE RICE SMITH, County Clerk  
By J.C. Deputy



22509

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 2nd day of Aug, 1972.

Martin Andersen  
Martin Andersen, Trustee

\_\_\_\_\_  
Gracia Barr Andersen, Trustee

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NEW MEXICO ACKNOWLEDGMENTS

CORPORATION

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ 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 in and for \_\_\_\_\_ County, \_\_\_\_\_

\* \* \* \* \*

INDIVIDUAL

State of Florida X  
County of Orange X

The foregoing instrument was acknowledged before me this 2nd day of August, 1972, by Martin Andersen and Gracia Barr Andersen, Trustees.

My Commission Expires: \_\_\_\_\_

A. S. [Signature]  
Notary Public in and for \_\_\_\_\_ County, \_\_\_\_\_

21313

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

NOV 28 1972

at 215 of Book 306  
and Recorded in Book 306  
Page 276  
JANE RICE SMITH, County Clerk  
By [Signature] Deputy

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 12 day of August, 1972.

*[Handwritten signature]*  
\_\_\_\_\_

\_\_\_\_\_

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NEW MEXICO ACKNOWLEDGMENTS

CORPORATION

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ 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 in and for \_\_\_\_\_ County, \_\_\_\_\_

\* \* \* \* \*

INDIVIDUAL

State of Texas X  
County of Dallas X

The foregoing instrument was acknowledged before me this 22 day of August, 1972, by Arthur L. Smith.

My Commission Expires: \_\_\_\_\_

6-1-73

Rebecca S. Hill  
Notary Public in and for Dallas County, Texas

REBECCA S. HILL, Notary Public  
in and for Dallas County, Texas  
My Commission Expires June 1, 1973

21311

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

NOV 28 1972

at 2:15 o'clock PM  
and Recorded in Book 1906  
Page 278  
LAND ENTERS: \_\_\_\_\_ County Clerk  
By [Signature]

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 5th day of September, 1972.

*[Handwritten signature]*

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\_\_\_\_\_  
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\_\_\_\_\_

NEW MEXICO ACKNOWLEDGMENTS

CORPORATION

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ 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 in and for \_\_\_\_\_ County, \_\_\_\_\_

\* \* \* \* \*

INDIVIDUAL

State of New York X  
County of New York X

The foregoing instrument was acknowledged before me this 8th day of September, 1972, by Leticia B. Connolly

My Commission Expires: \_\_\_\_\_

ANNE LIPETRI  
Notary Public, State of New York  
No. 24-2372450 Qual. in Kings Co.  
Certificate filed in New York County  
Comm. Expires March 30, 1973  
Notary Public in and for \_\_\_\_\_ County, \_\_\_\_\_

21315

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

NOV 28 1972

at 2:15 o'clock PM  
and Recorded in Book 306  
Page 280  
JANE RICE SMITH, County Clerk  
By [Signature] Deputy

REC  
ALL  
30

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT  
NORTH VACUUM ABO UNIT  
LEA COUNTY, NEW MEXICO

7

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 2nd day of August, 1972.

*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

NEW MEXICO ACKNOWLEDGMENTS

CORPORATION

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ 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 in and for \_\_\_\_\_ County, \_\_\_\_\_

\* \* \* \* \*

INDIVIDUAL

State of TEXAS X  
County of MIDLAND X

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of AUGUST, 1972, by J. A. Davidson.

My Commission Expires:

6-1-73

Marjorie L. Matthews  
Notary Public in and for  
Midland County, Texas  
MARJORIE L. MATTHEWS

21316

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

NOV 28 1972

at 215 Clerk P 306  
and Recorded in Book 306  
Page 282  
JANE RICE SMITH, County Clerk  
By [Signature] Deputy

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 1 day of August, 1972.

Murray L. ...  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NEW MEXICO ACKNOWLEDGMENTS

BOOK 306 PAGE 285

CORPORATION

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ 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 in and for  
County, \_\_\_\_\_

\* \* \* \* \*

INDIVIDUAL

State of Illinois X  
County of Madison X

The foregoing instrument was acknowledged before me this 1 day of August, 1972, by Marjorie Dick.

My Commission Expires: \_\_\_\_\_

Louise White  
Notary Public in and for  
Madison County, Illinois

STATE OF NEW MEXICO  
COUNTY OF \_\_\_\_\_  
FILED

NOV 24 1972

215  
Page 284  
JANE BE...  
By \_\_\_\_\_

21317

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 1 day of August, 1972.

James Henry  
Box 791 Okla 79760

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INDIVIDUAL

BOOK 306 - 257

State of TEXAS X

County of ECTOR X

The foregoing instrument was acknowledged before me this  
1st day of August, 1972, by Derrell Henry.

My Commission Expires:

6/1/73

*Case An Mountain*

Notary Public in and for  
Ector County Texas

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

NOV 28 1972

at 215 and Recorded in Book 306  
Page 286  
JANE RICE SMITH, County Clerk  
By [Signature] Deputy

21318

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 11 day of August, 1972.

*E. H. [Signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

NEW MEXICO ACKNOWLEDGMENTS

CORPORATION

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ 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 in and for \_\_\_\_\_ County, \_\_\_\_\_

\* \* \* \* \*

INDIVIDUAL

State of Arizona X  
County of Yavapai X

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of August, 1972, by William H. ...

My Commission Expires: \_\_\_\_\_

Marcella ...  
Notary Public in and for Yavapai County, Arizona

STATE OF NEW MEXICO  
COUNTY OF ...  
1972

NOV 28 1972

at 215 ...  
...  
...  
...

21319

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 17th day of August, 1972.

*Healing T. House*  
\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NEW MEXICO ACKNOWLEDGMENTS

CORPORATION

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ 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 in and for \_\_\_\_\_ County, \_\_\_\_\_

\* \* \* \* \*

INDIVIDUAL

State of TEXAS X  
County of MIDLAND X

The foregoing instrument was acknowledged before me this 17th day of August, 1972, by Wesley T. House

My Commission Expires:

6-1-73

*Mary F. White*  
Notary Public in and for  
MIDLAND County, TEXAS

21320

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

NOV 28 1972

at 215 \_\_\_\_\_  
and Recorded in Book 306  
Page 290  
JAN \_\_\_\_\_ County Clerk  
By \_\_\_\_\_ Deputy

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 2nd day of August, 1972.

JGM, INC.

ATTEST:

By: [Signature]  
President

[Signature]  
Robert C. Bledsoe, Secretary

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NEW MEXICO ACKNOWLEDGMENTS

BOOK 306 PAGE 293

CORPORATION

State of TEXAS X  
County of MIDLAND X

The foregoing instrument was acknowledged before me this  
2nd day of August, 1972, by Robert K. Hudson,  
President of JGM, INC., a  
Texas corporation, on behalf of said corporation.

My Commission Expires:  
June 1, 1973

[Signature]  
Notary Public in and for  
Midland County, Texas

\* \* \* \* \*

INDIVIDUAL

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ X

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

My Commission Expires:  
\_\_\_\_\_

Notary Public in and for  
\_\_\_\_\_ County, \_\_\_\_\_

21321

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

NOV 28 1972

at 215 \_\_\_\_\_ P.306  
and Recorded on Book 306  
Page 292  
JANE BIRD \_\_\_\_\_ County Clerk  
By [Signature] Deputy

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 2nd day of August, 1972.

Robert W. Keener  
Robert W. Keener

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NEW MEXICO ACKNOWLEDGMENTS

CORPORATION

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ 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 in and for \_\_\_\_\_ County, \_\_\_\_\_

\* \* \* \* \*

INDIVIDUAL

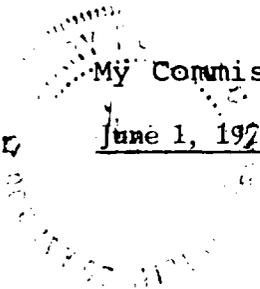
State of TEXAS X  
County of MIDLAND X

The foregoing instrument was acknowledged before me this 2nd day of August, 1972, by Robert W. Keener.

My Commission Expires:

June 1, 1973

*Elsie F. Jones*  
Notary Public in and for Midland County, Texas



21322

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

NOV 28 1972

at 215 of Book M  
and Recorded in Book P 306  
Page 294  
JANE HUNT, Clerk  
By \_\_\_\_\_ Deputy

306-296

21323

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 7 day of August, 1972.

Walter Sabina

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NEW MEXICO ACKNOWLEDGMENTS

CORPORATION

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ 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 in and for \_\_\_\_\_ County, \_\_\_\_\_

\* \* \* \* \*

INDIVIDUAL

State of New York X  
County of New York X

The foregoing instrument was acknowledged before me this 1st day of August, 1972, by William L. Lutz.

My Commission Expires:

MARY A. BARRY  
Notary Public - State of New York  
Qualified in New York County  
Commission Expires March 30, 1977

Joseph H. Kany  
Notary Public in and for  
New York County, New York

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

NOV 28 1972

at 215 and recorded in Book 306  
Page 296  
JAMES L. ... County Clerk  
By pd Filed

21323

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 25<sup>th</sup> day of September, 1972.

Delton Maroon

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NEW MEXICO ACKNOWLEDGMENTS

CORPORATION

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ 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 in and for  
County, \_\_\_\_\_

\* \* \* \* \*

INDIVIDUAL

State of Texas X  
County of Harris X

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

My Commission Expires: \_\_\_\_\_

Alvin [Signature]  
Notary Public in and for  
Harris County, \_\_\_\_\_

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

NOV 28 1972

215  
Page 298  
P. 306  
Notary Public  
[Signature]

NOV 28 1972

21321

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 25<sup>th</sup> day of September, 1972.

[Signature]  
[Signature]  
[Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

CORPORATION

State of \_\_\_\_\_ X

County of \_\_\_\_\_ 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 in and for \_\_\_\_\_ County, \_\_\_\_\_

\* \* \* \* \*

INDIVIDUAL

State of Texas X

County of Midland X

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of September, 1972, by Anderson J. Moore.

My Commission Expires:

11/28/73

Allen J. Moore  
Notary Public in and for Midland County, \_\_\_\_\_

NEW MEXICO

21325

STATE OF NEW MEXICO  
COUNTY OF LIMA  
FIELD

NOV 28 1972

215 9306  
300  
County Clerk  
Dep't

*File*

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 25<sup>th</sup> day of September, 1972.

*Larry A. Marston*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CORPORATION

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ 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 in and for  
County, \_\_\_\_\_

\* \* \* \* \*

INDIVIDUAL

State of Texas X  
County of Midland X

The foregoing instrument was acknowledged before me this 27th day of September, 1972, by Larry E. [unclear].

My Commission Expires: \_\_\_\_\_

1 June '73

Allen A. [unclear]  
Notary Public in and for  
Midland County, \_\_\_\_\_

21326

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

NOV 28 1972

at 215 \_\_\_\_\_ M  
and Recorded in Book 306  
Page 302  
JANE [unclear] County Clerk  
E- \_\_\_\_\_ Deputy

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 31<sup>st</sup> day of July, 1972.

Charles S. Mark  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CORPORATION

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ 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 in and for \_\_\_\_\_ County, \_\_\_\_\_

\* \* \* \* \*

INDIVIDUAL

State of Texas X  
County of Midland X

The foregoing instrument was acknowledged before me this 31st day of July, 1972, by Charles E. Marsh.

My Commission Expires:

\_\_\_\_\_

Theresa Sperry  
Notary Public in and for Midland County, Texas



STATE OF NEW MEXICO  
COUNTY OF \_\_\_\_\_  
1972

NOV 28 1972

at 215 \_\_\_\_\_ P 306  
and recorded at \_\_\_\_\_  
Page 304  
pk

21327

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 8th day of August, 1972.

ATTEST:

*[Signature]*

ASSISTANT SECRETARY

OLDS PETROLEUM COMPANY

BY *[Signature]*

L. E. BARRETT, VICE PRESIDENT

NEW MEXICO ACKNOWLEDGMENTS

CORPORATION

State of Colorado X  
County of Denver X

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 1972, by L.E. Barrett, Vice President of Olds Petroleum, a Texas corporation, on behalf of said corporation.

My Commission Expires:

My Commission expires Jul. 5, 1976

David J. Salvo  
Notary Public in and for  
Denver County, Colo



\* \* \* \* \*

INDIVIDUAL

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ X

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

My Commission Expires:

\_\_\_\_\_

Notary Public in and for  
\_\_\_\_\_ County, \_\_\_\_\_

21328

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

NOV 28 1972

215 306  
Notary Public  
306  
Notary Public  
pk

7/14/72 BOOK 306 PAGE 308

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 20<sup>th</sup> day of August, 1972.

Walter Owen Jr  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NEW MEXICO ACKNOWLEDGMENTS

CORPORATION

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ 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 in and for \_\_\_\_\_ County, \_\_\_\_\_

\* \* \* \* \*

INDIVIDUAL

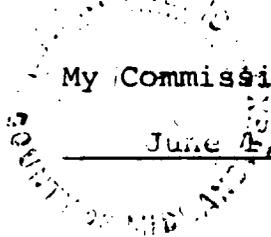
State of Texas X  
County of Midland X

The foregoing instrument was acknowledged before me this \_\_\_\_\_ 2nd day of August, 1972, by Robert Olson, Sr.

My Commission Expires:

June 4, 1973

*Tommy Goodham*  
Notary Public in and for  
Midland County, Texas



21329

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

NOV 28 1972

at 2:15 and filed in Book P 306  
Page 308  
JANE HILL, County Clerk  
By [Signature] Deputy

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 18th day of September, 1972.

Pennzoil Company

  
Vice President

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NEW MEXICO ACKNOWLEDGMENTS

CORPORATION

State of Texas X  
County of Midland X

The foregoing instrument was acknowledged before me this 18th day of September, 1972, by F. Clinton Edwards, Vice President of Pennzoil Company, a Delaware corporation, on behalf of said corporation.

My Commission Expires:  
June 1, 1973

Louella McBride  
Notary Public in and for  
Midland County, Texas

\* \* \* \* \*

INDIVIDUAL

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ X

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

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_ County, \_\_\_\_\_

21330

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

NOV 28 1972

at 2:15 o'clock P.M.  
and Recorded in Book 306  
Page 310  
JANE WHEELER, County Clerk.  
F. \_\_\_\_\_ Deputy

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 5th day of September, 1972.

PHILLIPS PETROLEUM COMPANY

*F. F. Lovering*  
F. F. Lovering, Attorney-in-Fact

NEW MEXICO ACKNOWLEDGMENTS

CORPORATION

State of Texas X  
County of Ector X

The foregoing instrument was acknowledged before me this 5th day of September, 1972, by F. P. Lovering, Attorney-in-Fact of Phillips Petroleum Company, a corporation, on behalf of said corporation.

My Commission Expires:

June 1, 1973

Yvonne Melton  
Notary Public in and for  
Ector County, Texas

\* \* \* \* \*

INDIVIDUAL

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ X

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

My Commission Expires:

\_\_\_\_\_

Notary Public in and for  
\_\_\_\_\_ County, \_\_\_\_\_

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

NOV 28 1972

at 2:15 o'clock PM on Nov 28 1972  
and Recorded in Book 306  
Page 312  
JANE RUTLEDGE, Notary Public, County Clerk  
By ph

21331

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 3rd day of August, 1972.

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NEW MEXICO ACKNOWLEDGMENTS

CORPORATION

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ 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 in and for \_\_\_\_\_ County, \_\_\_\_\_

\* \* \* \* \*

INDIVIDUAL

State of New York X  
County of New York X

The foregoing instrument was acknowledged before me this 2nd day of August, 1972, by Felice P. ...

My Commission Expires:

MARY A. BARRY  
Notary Public, State of New York  
No. 31-0175500  
Qualified in New York County  
Commission Expires March 30, 1977

Mary A. Barry  
Notary Public in and for New York County, New York

STATE OF NEW MEXICO  
COMMISSIONER  
FILED

NOV 28 1972

215 314  
Notary Public  
Notary Public

21332

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

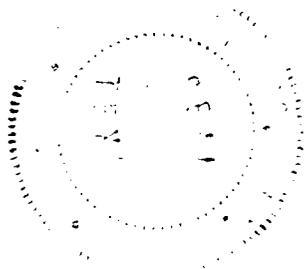
The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 18th day of September, 1972.



WAINOCO, INC.

*[Signature]*  
PRESIDENT

*[Signature]*  
SECRETARY

NEW MEXICO ACKNOWLEDGMENTS

CORPORATION

State of Texas X  
County of Harris X

The foregoing instrument was acknowledged before me this  
18th day of September, 1972, by J. B. Ashmun,  
President of Wainoco, Inc., a  
Texas corporation, on behalf of said corporation.

My Commission Expires:

June 1, 1973

Sharon Redicks  
Notary Public in and for  
Harris County, Texas



\* \* \* \* \*

INDIVIDUAL

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ X

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

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_ County, \_\_\_\_\_

21333

STATE OF NEW MEXICO  
COUNTY OF HARRIS  
NOTARY PUBLIC

NOV 28 1972

315  
316 P306  
pk

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 9<sup>th</sup> day of August, 1972.

David G. Williams

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NEW MEXICO ACKNOWLEDGMENTS

CORPORATION

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ 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 in and for  
\_\_\_\_\_ County, \_\_\_\_\_

\* \* \* \* \*

INDIVIDUAL

State of Utah X  
County of Salt Lake X

The foregoing instrument was acknowledged before me this  
4th day of August, 1972, by David R. Walters.

My Commission Expires:

3-11-74

Paul F. Jensen  
Notary Public in and for  
Salt Lake County, Utah

STATE OF NEW MEXICO  
COUNTY OF \_\_\_\_\_  
NOTARY PUBLIC

NOV 16 1972

215 P 306  
318  
Notary Public  
pk

21331

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

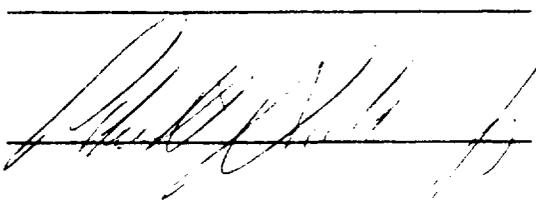
The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 14<sup>th</sup> day of July, 1972.

\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NEW MEXICO ACKNOWLEDGMENTS

CORPORATION

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ 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 in and for \_\_\_\_\_ County, \_\_\_\_\_

\* \* \* \* \*

INDIVIDUAL

State of New York X  
County of New York X

The foregoing instrument was acknowledged before me this 1st day of October, 1972, by Robert J. Sullivan, Jr.

My Commission Expires:

*200*  
MARK A. BARRY  
Notary Public in and for New York  
Qualified in New York County  
Commission Expires March 30, 1977

Mark A. Barry  
Notary Public in and for  
New York County, NY

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

NOV 28 1972

215  
306  
30  
Notary Public in and for County Clerk  
Depos

21335

*Miss* BOOK 306 PAGE 322

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 15<sup>th</sup> day of AUGUST, 1972.

*J. O. ...*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CORPORATION

State of Texas X  
County of Texas X

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of AUG, 1972, by T. O. MURPHEY, of WESTERN MOTOR PARTS, INC., a TEXAS corporation, on behalf of said corporation.

My Commission Expires:  
June 1, 1973

*Lillian D. Dumbagan*  
Notary Public in and for  
Texas County, Texas

\* \* \* \* \*

INDIVIDUAL

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ X

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

My Commission Expires:

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_ County, \_\_\_\_\_

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

NOV 28 1972

215 M  
P306  
322  
\_\_\_\_\_  
County Clerk

21336

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 9<sup>th</sup> day of August, 1972.

Francis S. Williams

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NEW MEXICO ACKNOWLEDGMENTS

CORPORATION

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ 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 in and for \_\_\_\_\_ County, \_\_\_\_\_

\* \* \* \* \*

INDIVIDUAL

State of New York X  
County of New York X

The foregoing instrument was acknowledged before me this 1st day of August, 1972, by Edward Williams.

My Commission Expires:

Notary Public, State of New York  
No. 51 017500  
Qualified in New York County  
Commission Expires March 30, 1975

Mary A. Barry  
Notary Public in and for  
New York County, New York

STATE OF NEW MEXICO  
COUNTY OF \_\_\_\_\_  
1972

NOV 28 1972

at 215 and recorded 9306  
Page 324  
\_\_\_\_\_ ph

21337

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 24th day of October, 1972.

SCOPE INDUSTRIES

*William H. Mannon*

William H. Mannon  
Vice President

*Leigh Howard Ady*

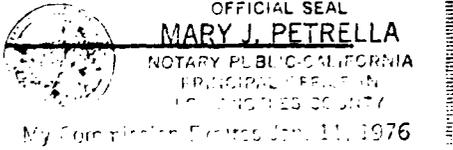
Leigh Howard Ady  
Assistant Secretary

CORPORATION

State of California X  
County of Los Angeles X

The foregoing instrument was acknowledged before me this  
24th day of October, 1972, by William H. Mannon,  
Vice President of SCOPE INDUSTRIES, a  
California corporation, on behalf of said corporation.

My Commission Expires:



Mary J. Petrella  
Notary Public in and for  
Los Angeles County, Calif.

\* \* \* \* \*

INDIVIDUAL

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ X

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

My Commission Expires:

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_ County, \_\_\_\_\_

21335

STATE OF NEW MEXICO  
COUNTY OF LIMA  
FILED

NOV 28 1972

at 215 \_\_\_\_\_ P306  
and Recorded in \_\_\_\_\_  
Book 326  
JANE \_\_\_\_\_, County Clerk  
By \_\_\_\_\_ Deputy

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

RECEIVED

NORTH VACUUM ABO UNIT  
LEA COUNTY, NEW MEXICO

7

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 8<sup>th</sup> day of August, 1972.

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CORPORATION

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ 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 in and for \_\_\_\_\_ County, \_\_\_\_\_

\* \* \* \* \*

INDIVIDUAL

State of Midland X  
County of Midland X

The foregoing instrument was acknowledged before me this 8 day of August, 1972, by Wallace H. Brown.

My Commission Expires:

June 1973

Frances L. Harrell  
Notary Public in and for \_\_\_\_\_ County, \_\_\_\_\_

FRANCES L. HARRELL



STATE OF NEW MEXICO  
COUNTY OF \_\_\_\_\_  
1972

NOV 25 1972

245 P 326  
328  
M

21339

REC  
AUG  
1972

7

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 3 day of August, 1972.

*[Handwritten signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NEW MEXICO ACKNOWLEDGMENTS

CORPORATION

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ 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 in and for \_\_\_\_\_ County, \_\_\_\_\_

\* \* \* \* \*

INDIVIDUAL

State of Texas X  
County of Midland X

The foregoing instrument was acknowledged before me this 3rd day of August, 1972, by E. A. Culbertson.

My Commission Expires:

June 1, 1973

Betty L. Stewart  
Notary Public in and for Midland County, Texas

21310

STATE OF NEW MEXICO  
COUNTY CLERK  
MIDLAND

NOV 28 1972

215 P 306  
330  
County Clerk  
Midland

*Miss*

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

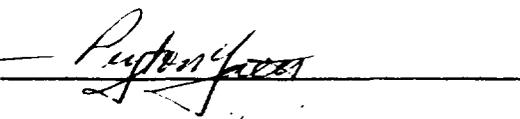
NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 6th day of NOV, 1972.

EXECUTED by YATES DRILLING COMPANY  
as Lessee of Record only as to  
Tracts 2 and 3.  
ATTEST:

  
Assistant Secretary

YATES DRILLING COMPANY



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CORPORATION

State of NEW MEXICO X  
County of EDDY X

The foregoing instrument was acknowledged before me this  
6th day of November, 1972, by Peyton Yates,  
Vice President of YATES DRILLING COMPANY, a  
New Mexico corporation, on behalf of said corporation.

My Commission Expires:  
November 30, 1975

*Colum L. Richardson*  
Notary Public in and for  
Eddy County, New Mexico

\* \* \* \* \*

INDIVIDUAL

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ X

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

My Commission Expires:

\_\_\_\_\_

Notary Public in and for  
\_\_\_\_\_ County, \_\_\_\_\_

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

NOV 28 1972

at 2:15 P.M.  
and Recorded on Date 1972  
Page 332  
JANE REED SMITH, County Clerk  
By pk Deputy

21341

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 8<sup>th</sup> day of July, 1972.

ATLANTIC RICHFIELD COMPANY

By: [Signature]  
Attorney-In-Fact

CORPORATION

STATE OF TEXAS )  
 ) SS.  
COUNTY OF MIDLAND )

The foregoing instrument was acknowledged before me this 21st day of September, 1972, by S. L. Smith, as attorney in fact on behalf of Atlantic Richfield Company, a Pennsylvania corporation.

My Commission Expires:  
June 1, 1973

Yvonne Brooks  
Notary Public Yvonne Brooks

\* \* \* \* \*

INDIVIDUAL

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ X

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

My Commission Expires:

\_\_\_\_\_

Notary Public in and for \_\_\_\_\_ County, \_\_\_\_\_

21313

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

NOV 28 1972

215 306  
334  
Notary Public  
County Clerk

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT  
LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the 13th day of October, 1972.

AMCRADA HESS CORPORATION

By [Signature]  
L. A. Stricklin  
Vice President

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REC'D  
OCT 14 1972  
BY [Signature]

[Handwritten initials]

CORPORATION

State of OKLAHOMA X  
County of TULSA X

The foregoing instrument was acknowledged before me this  
13th day of October, 1972, by L. A. Stricklin,  
Vice President of AMERADA HESS CORPORATION, a  
Delaware corporation, on behalf of said corporation.

My Commission Expires:

February 10, 1975

[Signature]  
Notary Public in and for  
County, \_\_\_\_\_  
the State of Oklahoma

\* \* \* \* \*

INDIVIDUAL

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ X

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

My Commission Expires:

\_\_\_\_\_

Notary Public in and for  
County, \_\_\_\_\_

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

NOV 28 1972

at 2:15 P.M. on 11  
and Recorded at 3:30  
Book 336  
Notary Public, County Clerk  
[Signature] Deputy

21343

*Miss* BOOK 306 PAGE 338

JOINDER TO UNIT OPERATING AGREEMENT AND/OR UNIT AGREEMENT

NORTH VACUUM ABO UNIT

LEA COUNTY, NEW MEXICO

Each of the undersigned owners (whether one or more) of royalty interests acknowledges receipt of a counterpart of an instrument titled "Unit Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972, providing for the conduct of unit operations in the Abo formation of the North Vacuum Field, located in Lea County, New Mexico; and each of the undersigned owners (whether one or more) of a working interest acknowledges receipt of a counterpart of said Unit Agreement and a counterpart of an instrument titled "Unit Operating Agreement, North Vacuum Abo Unit, Lea County, New Mexico", dated as of the first day of July, 1972.

The Unit Agreement, by Exhibit A shows on a map the boundary lines of the Unit Area and the Tracts therein, and by Exhibit B describes each Tract in the Unit Area.

The Unit Agreement and the Unit Operating Agreement provide that any person may become a party to the agreements by signing the original, counterpart, or other instrument which evidences an intention to be bound by the terms of such agreements.

Each of the undersigned owners represents that he is the owner of a working interest or a royalty interest, or both, as defined in said Unit Agreement, in one or more of the Tracts described in Exhibit B of the said Unit Agreement.

NOW, THEREFORE, each of the royalty owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement as if he had signed the original; and each of the working interest owners who signs this instrument agrees to become a party to and be bound by the provisions of the Unit Agreement and the Unit Operating Agreement, as if he had signed the originals. Each of the undersigned owners agrees that the parties to the Unit Agreement and the Unit Operating Agreement are those that sign the originals, any counterparts of said instruments or any instrument which evidences an intention to be so bound.

EXECUTED as of the \_\_\_\_\_ day of \_\_\_\_\_, 1972.

GULF OIL CORPORATION

ATTEST:

*M B ...*  
Assistant Secretary

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

*W B H*  
*m 13 m*  
*PH*

NEW MEXICO ACKNOWLEDGMENTS

CORPORATION

State of TEXAS X  
County of MIDLAND X

The foregoing instrument was acknowledged before me this 3 day of August, 1972, by \_\_\_\_\_, Attorney-in-Fact of GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires:  
6-1-73

Emily Jones  
Notary Public in and for  
Midland County, Texas

\* \* \* \* \*

INDIVIDUAL

State of \_\_\_\_\_ X  
County of \_\_\_\_\_ X

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

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_ County, \_\_\_\_\_

21314

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

NOV 28 1972

2:15  
and Recorded by Clerk P306  
Page 338  
\_\_\_\_\_  
County Clerk  
By pk Deputy

21311

Misc BOOK 306 PAGE 241

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO  
MOBIL OIL CORPORATION-NORTH VACUUM ABO 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 JULY, 1972, 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 13th. day of November, 19 72.

[Signature]  
COMMISSIONER OF PUBLIC LANDS  
of the State of New Mexico

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED

NOV 28 1972

at 2:15 o'clock PM  
and Recorded in Book 1306  
Page 241  
JANE RICE SMITH, County Clerk  
By [Signature] Deputy

21311

OG-27

Unit Name NORTH VACUUM ABO UNIT (WATERFLOOD)  
 Operator MOBIL OIL CORPORATION  
 County LEA

*QCC*  
*21530*

DATE	OCC CASE NO.	4830	EFFECTIVE DATE	TOTAL ACREAGE	STATE	FEDERAL	INDIAN-FEE	SEGREGATION CLAUSE	TERM
APPROVED	OCC ORDER NO.	R-4412	12-1-72	5,675.30	5,675.30	-0-	-0-	Yes	5 yrs.
Commissioner			10-10-72						
11-13-72									

UNIT AREA

TOWNSHIP 17 SOUTH, RANGE 34 EAST, NMPM  
 Section 2: SW/4  
 Section 3: SE/4  
 Section 10: E/2  
 Section 11: S/2 and N/2NE/4  
 Section 12: NE/4 and S/2  
 Section 13: NE/4 and W/2  
 Section 14: A11  
 Section 15: E/2  
 Section 22: E/2  
 Section 23: A11  
 Section 24: A11  
 Section 25: N/2NE/4 and NW/4  
 Section 26: A11  
 Section 27: E/2  
TOWNSHIP 17 SOUTH, RANGE 35 EAST, NMPM  
 Section 19: W/2NW/4

Unit Name NORTH VACUUM ABO UNIT (WATERFLOOD)  
 Operator MOBIL OIL CORPORATION  
 County IFA

STATE TRACT NO.	LEASE NO.	INSTI-TUTION	SEC.	TWP.	RGE.	SUBSECTION	DATE	ACRES	ACREAGE		LESSEE
									RATIFIED	NOT RATIFIED	
<del>1</del>	<del>E-580</del>	<del>C.S.</del>	<del>11</del>	<del>17S</del>	<del>34E</del>	<del>N/2NE/4</del>	<del>8-9-72</del>	<del>80.00</del>			<del>Gulf Oil Company</del>
2.	E-619-5	C.S.	2	17S	34E	N/2SW/4	11-6-72	80.00			Yates Drilling Company
<del>3.</del>	<del>E-619-5</del>	<del>C.S.</del>	<del>2</del>	<del>17S</del>	<del>34E</del>	<del>S/2SW/4</del>	<del>11-6-72</del>	<del>80.00</del>			<del>Yates Drilling Company</del>
4.	B-1040-1	C.S.	23	17S	34E	SW/4	10-13-72	160.00			Amerada Hess Corp.
5.	B-1106	C.S.	24	17S	34E	W/2NE/4	7-19-72	80.00			Mobil Oil Corporation
6.	B-1106	C.S.	24	17S	34E	SE/4NE/4	7-19-72	40.00			Mobil Oil Corporation
	E-5765-4	C.S.	24	17S	34E	NE/4NE/4	9-18-72	40.00			Pennzoil Company
7.	B-1404-2	C.S.	24	17S	34E	NE/4SE/4	9-25-72	40.00			Shell Oil Company
	B-1404-3	C.S.	24	17S	34E	SE/4SE/4	9-21-72	40.00			Atlantic Ritchfield Co.
8.	E-1449-6	C.S.	10	17S	34E	SE/4	11-6-72	160.00			Yates Drilling Company
9.	B-1519	C.S.	22	17S	34E	NE/4 and N/2SE/4	7-19-72	240.00			Mobil Oil Corporation
10.	B-1520-1	C.S.	3	17S	34E	SE/4	7-19-72	4,240.00			Mobil Oil Corporation
			10	17S	34E	NE/4					
			11	17S	34E	S/2					
			12	17S	34E	NE/4 & S/2					
			13	17S	34E	N/2 & SW/4					
			14	17S	34E	A11					
			15	17S	34E	E/2					
			23	17S	34E	N/2 & SE/4					
			24	17S	34E	S/2NW/4 & SW/4					
			26	17S	34E	A11					
			27	17S	34E	E/2					
11	B-1520-1		24	17S	34E	NW/4 NW/4	7-19-72	40.00			Mobil Oil Corporation
	B-3935		24	17S	34E	NE/4NW/4	9-5-72	40.00			Phillips Petroleum Co.

Unit Name  
 Operator  
 County

NORTH VACUUM ABO UNIT (WATERFLOOD)  
 MOBIL OIL CORPORATION  
 LEA

STATE TRACT NO.	LEASE NO.	INSTI-TUTION	SEC.	TWP.	RGE.	SUBSECTION	RATIFIED DATE	ACRES	ACREAGE NOT RATIFIED	LESSEE
12	B-1520-1	C.S.	25	17S	34E	NW/4 and N/2NE/4	7-19-72	240.00		Mobil Oil Corporation
13	B-1838-3	C.S.	24	17S	34E	W/2SE/4	9-21-72	80.00		Atlantic Richfield Co
14	B-2354-2	C.S.	22	17S	34E	SE/4SE/4	9-25-72	40.00		Shell Oil Company
15	B-2423-4 E-7259	C.S. C.S.	19 19	17S 17S	35E 35E	Lot 2 Lot 1	7-19-72 9-25-72	75.30		Mobil Oil Corporation Shell Oil Co.
16	B-3196	C.S.	22	17S	34E	SW/4SE/4	11-30-72	40.00		Continental Oil Compan