

UNIT AGREEMENT

BRONCO (WOLFCAMP) UNIT  
LEA COUNTY, NEW MEXICO

Index

Preamble

Agreement Proper

Map of Unit Area ..... Exhibit "A"

Tract Description and Participation ..... Exhibit "B"

*expiration date  
of ratification  
is June 1  
need all approval  
by then.*

*working interest is  
100% committed.*

*38 royalty interest owners  
1 has not signed  
owns 1.04% of prod  
from 4 tracts  
(= 1/2 of 1% of unit prod)  
(Mrs. Simpson)*

BEFORE MARY ANN BOUTER  
SILVER STATE NOTARY PUBLIC  
TAMARACK, NEW MEXICO  
OFFICE NO. 4959-4960

*3 small int owners in tract 2  
1/10 of 1% of unit prod haven't been  
able to contact*

Unit Agreement  
Bronco (Wolfcamp) Unit  
Lea County, New Mexico

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BRONCO (WOLFCAMP) UNIT AGREEMENT  
LEA COUNTY, NEW MEXICO

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THIS AGREEMENT entered into as of the 1st day of June, 1972, by and between the parties subscribing, ratifying or consenting hereto, and herein referred to as "parties hereto".

WITNESSETH:

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

WHEREAS, the Oil Conservation Commission of the State of New Mexico (hereinafter referred to as the "Commission") is authorized by an Act of the Legislature (Chap. 72, Laws 1935; Chap. 65, Art. 3, Sec. 14 N.M. Statutes 1953 Annot.) to approve this agreement and the conservation provisions hereof; and

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

WHEREAS, it is the purpose of the parties hereto to conserve natural resources, prevent waste, and secure other benefits obtainable through development and operation of the area subject to this agreement under the terms, conditions and limitations herein set forth:

NOW, THEREFORE, in consideration of the premises, and the promises herein contained, the parties hereto commit to this agreement their respective interests in the below-defined unit area, and agree severally among themselves as follows:

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

(a) "Commission" is defined as the Oil Conservation Commission of the State of New Mexico.

(b) "Unitized Formation" shall mean that subsurface portion of the unit area commonly known as the Wolfcamp zone and more specifically defined as that formation occurring between the depths below rotary drive bushing according to the well logs described below:

<u>Operator</u>	<u>Location, Lease and Well Number</u>	<u>Top of Unitized Formation</u>	<u>Base of Unitized Formation</u>	<u>Type Log</u>
Tamarack Petroleum Company, Inc.	Harris "A" No. 1 660' FNL & 1658' FEL Sec. 2, T-13-S, R-38-E	8940 ft.	9138 ft.	Schlumberger Gamma Ray-Sonic, dated 5/22/63 and 6/18/63

(c) "Unitized Substances" is defined as and shall mean all oil and gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquids or liquefiable hydrocarbons within or produced from the Unitized Formation.

(d) "Working Interest" is defined as the right to search for, produce and acquire Unitized Substances whether held as an incident or ownership of mineral fee simple title, under an oil and gas lease, or otherwise held.

(e) "Working Interest Owner" is defined as and shall mean 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, operating and producing the Unitized Substances from the Unitized Formation.

(f) "Royalty Interest" or "Royalty" is defined as 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 lessors in oil and gas leases and any overriding royalty interest, oil payment interest, net profit contract, or any other payment or burden which does not carry with it the right to search for and produce Unitized Substances.

(g) "Royalty Owner" is defined as and shall mean the owner of a Royalty Interest.

(h) "Unit Operating Agreement" is defined as and shall mean any agreement or agreements (whether one or more) entered into (separately or collectively) by and between the Unit Operator and the Working Interest Owners as provided in Section 7, infra, and shall be styled "Unit Operating Agreement, Bronco (Wolfcamp) Unit, Lea County, New Mexico".

(i) "Paying Quantities" is defined as production of Unitized Substances in quantities sufficient to pay for the cost of producing same from wells on the unitized land.

(j) "Phase I" is defined as that period of time that Unitized Substances are produced from the unit area from and after the effective date of this agreement until 7:00 a.m. the first day of the calendar month ensuing after 216,529 barrels of oil minus the gross oil production from May 1, 1971 to the effective date of this agreement have been produced from the Unitized

Formation. For the purpose of this definition the Operator's Monthly Report, Form C-115, filed with the New Mexico Oil Conservation Commission shall be deemed the controlling evidence of the production of 216,529 barrels of oil after May 1, 1971.

(k) "Phase II" is defined as the remainder of the term of this agreement after the expiration of Phase I.

(l) "Current Rate" is defined as the total amount of oil produced from any tract within the unit area during the period of November 1, 1970 through April 30, 1971.

(m) "Remaining Primary Reserves" for each tract is defined as the total amount of oil remaining to be produced under primary producing methods after May 1, 1971 and will be the amount expressed in barrels in Table No. I, Column 7 of the Bailey, Sipes, Williamson & Runyan, Inc. report dated June 1, 1972.

(n) "Ultimate Primary Reserves" for each tract is defined as the total amount of oil that will be produced under primary producing methods and will be the amount expressed in barrels in Table No. I, Column 9 of the Bailey, Sipes, Williamson & Runyan, Inc. report dated June 1, 1972.

(o) "Useable Wells" is defined as well bores in such a condition so as to be useable in Unit Operations and will be the number as expressed in Table No. I, Column 11 of the Bailey, Sipes, Williamson & Runyan, Inc. report dated June 1, 1972.

(p) "Surface Acres" shall be the number of surface acres in each tract which are committed to the Unit and will be the number as expressed in Table No. I, Column 13 of the Bailey, Sipes, Williamson & Runyan, Inc. report dated June 1, 1972.

(q) "Unit Operations" are all operations conducted pursuant to this Agreement and the Unit Operating Agreement.

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

S/2 of Section 35, T-12-S, R-38-E, N.M.P.M.

N/2, E/2 SW/4 and W/2 SE/4 of Section 2, T-13-S, R-38-E, N.M.P.M.

Containing 761.62 acres, more or less.

Exhibit "A" attached hereto is a map showing, to the extent known to the Unit Operator, the unit area and the boundaries and identity of tracts and leases in said unit area. Exhibit "B" attached hereto, to the extent known to the Unit Operator, is a schedule describing each Tract in the Unit Area and shows its Tract Participation. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown in said map or schedule as owned by such party. Exhibit "A" and "B" shall be revised by the Unit Operator whenever changes render such revision necessary.

The above described 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 to conform with the purposes of this agreement. Such expansion shall be effected in the following manner:

(a) The Working Interest Owner or Owners of a tract or tracts desiring to bring such tract or tracts into this unit, shall file an application therefore with Unit Operator requesting such admission.

(b) Unit Operator shall circulate a notice to each Working Interest Owner of the proposed expansion, setting out the basis for admission, the unit participation to be assigned to such tract or tracts, and other pertinent data. If ninety percent (90%) of the Working Interest Owners (on the basis of Unit participation for Phase II) have agreed to such tract or tracts being brought into the unit, then Unit Operator shall:

(1) Prepare a notice of proposed expansion describing the contemplated changes in the boundaries of the unit area, the reason therefore, the basis for admission of the additional tract or tracts, the unit participation to be assigned thereto and the proposed effective date thereof, preferably the first day of the month subsequent to the date of notice; and

(2) Deliver copies of said notice to each Working Interest Owner, and to the lessee and lessor whose interests are affected, advising such parties that thirty (30) days will be allowed for submission to the Unit Operator of any objection to such proposed expansion; and

(3) File, for approval upon the expiration of said thirty (30) day period as set out in (2) immediately above with the Commission the following: (a) comprehensive statement as to mailing such notice of expansion; (b) sufficient copies of any application for such expansion; (c) sufficient copies of any instrument containing the appropriate joinders in compliance with the participation requirements of Section II, *infra*; (d) copies of any objections thereto which have been filed with the Unit Operator.

The expansion shall, after due consideration of all pertinent information and upon approval by the Commission become effective as of the date prescribed in the notice thereof or on such date as set by the Commission in the order or instrument approving such expansion. In any approved expansion of the Unit Area, the revised tract participation of those tracts which were committed prior to such expansion shall remain in the same ratio, one to another.

3. UNITIZED LAND AND UNITIZED SUBSTANCES. All lands committed to this agreement as to the Wolfcamp Formation as defined under

"Unitized Formation" shall constitute land referred to herein as "Unitized Land" or "land subject to this agreement". All oil and gas in or produced from said Unitized Formation of the "Unitized Land" are unitized under the terms of this agreement and herein are called "Unitized Substances". Surface rights of ingress and egress shall be permitted on and across the unitized land for the benefit of the unit.

Nothing herein shall be construed to unitize, pool or in any way affect the oil, gas and other minerals contained in or that may be produced from any formation other than the Unitized Formation.

4. UNIT OPERATOR. Tamarack Petroleum Company, Inc. with office at Midland, Texas, is hereby designated as Unit Operator, and by signing the instrument as Unit Operator it agrees and consents to accept the duties and obligations of Unit Operator for the operation, development and production of Unitized Substances as herein provided.

5. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the right to resign at any time but such resignation shall not become effective for a period of three (3) months unless a successor unit operator has been selected and approved in the manner provided for in Section 6 of this agreement. The resignation of the unit operator shall not release the unit operator from any liability or any default by it hereunder occurring prior to the effective date of its resignation.

Unit Operator may, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by the affirmative vote of Working Interest Owners having eighty five percent (85%) or more of the voting interest remaining after excluding the voting interest of Unit Operator.

The resignation or removal of the Unit Operator under this agreement shall not terminate his right, title or interest as the owner of a working interest or other interest in unitized substances, but upon the resignation or removal of Unit Operator becoming effective, such Unit Operator shall deliver possession

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

6. SUCCESSOR UNIT OPERATOR. Upon the resignation or removal of a Unit Operator, a successor Unit Operator shall be selected by Working Interest Owners. If the Unit Operator that is removed fails to vote or votes only to succeed itself, the successor Unit Operator shall be selected by the affirmative vote of Working Interest Owners having sixty five percent (65%) or more of the voting interest remaining after excluding the voting interest of the Unit Operator that was removed.

7. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT. The Unit Operator shall pay in the first instance all costs and expenses incurred in conducting unit operations hereunder, and such costs and expenses and the working interest benefits accruing hereunder shall be apportioned, among the owners of the unitized working interests in accordance with an Operating Agreement entered into by and between the Unit Operator and the Owners of such interests, whether one or more, separately or collectively. Any agreement or agreements entered into between the working interest owners and the Unit Operator as provided in this section, whether one or more, are herein referred to as the "Operating Agreement". No such agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve the Unit Operator of any right or obligation established under this unit agreement and in case of any inconsistencies or conflict between this unit agreement and the operating agreement, this unit agreement shall prevail.

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

9. PLAN OF OPERATIONS. It is recognized and agreed by the parties hereto that a large percentage of the land subject to this agreement is reasonably proved to be productive of Unitized Substances in paying quantities and that the object and purpose of this agreement is to formulate and put into effect a pressure maintenance or other improved recovery operation in order to effect additional 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 and the Commission, inject into the Unitized Formation, through any well or wells completed therein, brine, water, air, gas, oil, liquefied petroleum gas, and any other substances or a combination of any of said substances, whether produced from the Unit Area or not, and that the location of input wells and the rate of injection therein and the rate of production shall be governed by standards of good geologic and petroleum engineering practices and conservation methods. After commencement of Unit Operations, Unit Operator shall furnish the Commission monthly injection and production reports for each well in the unit. The Working Interest Owners and the Commission shall be furnished

periodical reports on the progress of the plan of operation and any revisions or changes thereto; provided, however, that any major revisions of the plan of operations involving a basic deviation from the initial plan of operations shall be subject to the consent and approval of the Working Interest Owners and the Commission.

The initial plan of operations shall be filed with the Commission concurrently with the filing of this Unit Agreement for final approval. Said initial plan of operation and all revisions thereof shall be as complete and adequate as Commission may determine to be necessary for timely operation consistent herewith. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of operation.

Notwithstanding anything to the contrary herein contained, the Unit Operator shall commence improved recovery operations on the unit area within six (6) months after the effective date of this agreement, or any extension thereof approved by the Commission or this agreement shall terminate automatically, in which latter event Unit Operator shall notify all interested parties. After such operations are commenced, Unit Operator shall carry on such operation as would a reasonably prudent operator under the same or similar circumstances.

10. TRACT PARTICIPATION. Exhibit "B" attached hereto shows the percentage of participation allocated to each tract in the unit area during Phase I and during Phase II, as defined in subsections (j) and (k) specifically of Section I hereof. The formulas used for the calculations of such percentages of participation are as follows:

(a) Phase I participation of each tract, beginning at 7:00 a.m. on the effective date hereof and until 7:00 a.m. on the first day of the month next following the date when cumulative oil production from all of the tracts described in the initial Exhibit "B" from the Unitized Formation subsequent to 7:00 a.m. May 1, 1971 equal 216,529 barrels shall be equal to fifty percent (50%) of the ratio of the Current Rate of Production from each tract to the total Current Rate of Production from all such tracts plus fifty percent (50%) of the ratio of the Remaining Primary Reserves from each tract to the total Remaining Primary Reserves from all such tracts.

(b) Phase II participation of each tract beginning at 7:00 a.m. on the first day of the month following the date when the 216,529 barrels referred to above shall have been produced, shall be equal to eighty five percent (85%) of the ratio of the Ultimate Primary Reserves of all such tracts plus ten percent (10%) of the ratio of the Useable Wells on each tract to the total Useable Wells on all such tracts plus five percent (5%) of the ratio of the surface acres in each tract to the total surface acres in all such tracts.

The percentages of participation set forth opposite each tract in Exhibit "B" are calculated on the basis of one hundred percent (100%) tract commitment. If the Unit Agreement is approved with less than one hundred percent (100%) tract commitment, said percentage of participation shall be revised to reflect the commitment status as of the effective date hereof, using the above formulas as to the committed tracts only and thereafter, as needed, pursuant to Section 12 (Allocation of Unitized Substances).

11. TRACTS QUALIFIED FOR PARTICIPATION. As the objective of this Unit Agreement is to have lands in the Unit Area operated and entitled to participation under the terms hereof, it is agreed that, notwithstanding anything else herein, no joinder shall be considered a commitment to this Unit Agreement unless the tract involved is qualified under this section. On and after the effective date hereof, the Tracts within the Unit Area that shall be entitled to participate in the production of Unitized Substances therefrom shall be the Tracts within the Unit Area that are qualified as follows:

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

(b) Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest therein have become parties hereto and as to which Royalty Owners owning less than seventy five percent (75%) of the Royalty Interest therein have become parties hereto, and further, as to which:

(i) All Working Interest Owners in any such Tract have joined in a request for the qualification of such Tract under this agreement, and

(ii) Seventy five percent (75%) of the combined voting interests of Working Interest Owners in all Tracts meeting the requirements of Section 11 (a) hereof have voted in favor of the qualification of such Tract.

For the purposes of this Section 11 (b), a Working Interest Owner's "voting interest" shall be equal to the ratio (expressed in percent) which its aggregate Phase II Unit Participation in all Tracts qualifying under Section 11 (a) bears to the Total Phase II Unit Participation of all Working Interest Owners in all Tracts qualifying under Section 11 (a), as such Unit Participation is determined from the Tract Participations set out in Exhibit "B".

(c) Each Tract as to which Working Interest Owners owning less than one hundred percent (100%) of the Working Interest therein have become parties hereto, regardless of the percentage of Royalty Interest therein which is committed hereto and, further, as to which:

(i) The Working Interest Owner operating any such Tract and all of the other Working Interest Owners in such Tract who have become parties hereto have joined in a request for the qualification of such Tract under this agreement 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 which may be made by the owners of working interests in such Tract who are not parties hereto and which arise out of the qualification of such Tract under this agreement, and

(ii) Seventy five percent (75%) of the combined voting interest of Working Interest Owners in all Tracts meeting the requirements of Section 11 (a) and 11 (b) have voted in favor of the qualification of such Tract and acceptance of the indemnity agreement.

For the purpose of this Section 11 (c), a Working Interest Owner's "voting interest" shall be equal to the ratio (expressed in percent) which its aggregate Phase II Unit Participation in all Tracts qualifying under Section 11 (a) and 11 (b) bears to the total Phase II Unit Participation of all Working Interest Owners in all Tracts qualifying under Section 11 (a) and 11 (b) as such Unit Participation is determined from the Tract Participations set out in Exhibit "B" upon the qualification of such a Tract under this agreement, 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 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.

12. 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 on unitized land 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 committed tracts within the unit area in accordance with the respective tract participations then effective hereunder during the respective periods such Unitized Substances were produced, as set forth in the schedule of participation in Exhibit "B". The amount of Unitized Substances so allocated to each tract, and only that amount, (regardless of whether it be more or less than the amount of the actual production of Unitized Substances from the well or wells, if any, on such tract) shall, for all intents, uses and purposes be deemed to have been produced from such tract.

The Unitized Substance 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.

No tract committed to this agreement and qualified for participation as above provided shall be subsequently excluded from participation hereunder on account of depletion of Unitized Substances, 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 the working interest and/or the royalty interest of any tract are divided with respect to separate parcels or portions of such tract and owned severally by different persons, the percentage participation assigned to such tract shall, in the absence of a recordable instrument executed by all owners and furnished to Unit Operator fixing the division of ownership, by division of ownership, be divided among such parcels or portions in proportion to the number of surface acres in each.

The Unitized Substances allocated to each tract shall be delivered in kind to the respective Working Interest Owners and 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. Each such party shall have the right to construct, maintain and operate all necessary facilities for that purpose on unitized land, provided the same are so constructed, maintained and operated as not to interfere with operations carried on pursuant hereto. Subject to Section 13 hereof, any extra expenditure incurred by Unit Operator by reason of the delivery in kind of any portion of the Unitized Substances shall be borne by the party receiving the same in kind. In the event any party hereto shall fail to take or otherwise adequately dispose of its proportionate share of the production from the unit area currently as and when produced, then so long as such conditions continue, Unit Operator, for the account at the expense of such party and in order to avoid curtailing the operation of the unit area, may sell or otherwise dispose of such production to itself or others on a day-to-day basis at not less than prevailing market price in the area for like production, and the account of such party shall be charged therewith as having received such production. The net proceeds, if any, of the unitized substances so disposed of by Unit Operator shall be paid to the party entitled thereto. Notwithstanding the foregoing, Unit Operator shall not make a sale into interstate commerce of any other party's share of gas production without first giving such other party sixty (60) days' notice of such intended sale.

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 thereof if the same is sold or purchased by Unit Operator, shall be responsible for the payment of all royalties, production payments, and all other payments chargeable against or payable out of such Unitized Substances, and shall indemnify all parties hereto, including Unit Operator, against any liability for such payment.

If, after the effective date of this agreement there is any tract or tracts that are subsequently committed hereto as provided in Section 2 (Unit Area) hereof, or any tract or tracts within the unit area not committed hereto

as of the effective date hereof but which are subsequently committed hereto under the provisions of Section 30 (Nonjoinder and Subsequent Joinder), or if any tract is excluded from the unit agreement as provided for in Section 27 (Loss of Title), the schedule of participation as shown in Exhibit "B", subject to Section 10 (Tract Participation) or Section 30 (Nonjoinder and Subsequent Joinder), whichever is appropriate, shall be revised by the Unit Operator and distributed to the Working Interest Owners to show the new percentages of participation of all then effectively committed tracts; and the revised schedule shall govern all the allocation of production from and after the effective date thereof until the effective date of a new schedule.

Unit Operator may use as much of the Unitized Substances as it may reasonably deem necessary for the operation and development of the unit area, including but not limited to the injection of Unitized Substances into the formation.

13. ROYALTY SETTLEMENT. All Royalty owners who, under an existing contract, are entitled to take in kind a share of the substances produced from any tract unitized hereunder, shall continue to be entitled to such right to take in kind their share of the Unitized Substances allocated to such tract, and Unit Operator shall make deliveries of such royalty share taken in kind in conformity with the applicable contracts, laws and regulations. Settlement for royalty interests not taken in kind shall be made by Working Interest Owners responsible therefore under existing contracts, laws and regulations, on or before the last day of each month for Unitized Substances produced during the proceeding calendar month; provided, however, that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any royalty due under their leases, except that such royalty shall be computed in accordance with the terms of this unit agreement.

If gas, or any other substances, obtained from lands not subject to this agreement, is introduced into the Unitized Formation for use in

repressuring, stimulation of production or increasing ultimate recovery in conformity with a plan approved pursuant to Section 9 (Plan of Operations), a like amount of gas or such other substance, less appropriate deductions for loss from any cause, may be withdrawn from the Unitized Formation, royalty free as to dry gas (but not as to the products extracted therefrom) or such other substance provided that such right of royalty free withdrawal shall terminate as of the effective date of termination of the unit agreement.

All Royalty due the Royalty Owners hereunder shall be computed and paid on the basis of Unitized Substances allocated to the respective tract or tracts committed hereto, in lieu of actual production from such tract or tracts.

Each royalty owner that executes this agreement represents and warrants that it is the owner of a royalty interest in a tract or tracts within the unit area. If any royalty interest in a tract or tracts should be lost by title failure or otherwise in whole or in part, during the term of this agreement, then the royalty interest of the party representing himself to be the owner thereof shall be reduced proportionately and the interest of all parties shall be adjusted accordingly.

14. RENTAL SETTLEMENT. Rentals or minimum royalties due on leases committed hereto shall be paid by Working Interest Owners responsible therefore under existing contracts, laws and regulations, provided that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any rental or minimum royalty in lieu thereof, due under their leases.

15. CONSERVATION. Operations hereunder and production of Unitized Substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by or pursuant to Federal and State laws and regulations.

16. DRAINAGE. The Unit Operator shall take appropriate and adequate measures to prevent drainage of Unitized Substances from unitized

land by wells on land not subject to this agreement.

17. LEASES AND CONTRACTS CONFORMED AND EXTENDED INSOFAR AS THEY APPLY TO LANDS WITHIN THE UNITIZED AREA. The terms, conditions and provisions of all leases, subleases, operating agreements and other contracts relating to the exploration, drilling development or operation for oil or gas of the lands committed to this agreement, shall as of the effective date hereof, be and the same are hereby expressly modified and amended insofar as they apply to lands within the unitized area to the extent necessary to make the same conform to the provisions hereof and so that the respective terms of said leases and agreements will be extended insofar as necessary to coincide with the terms of this agreement and the approval of this agreement by the respective lessors and lessees shall be effective to conform the provisions and extend the terms of each such lease as to lands within the unitized area to the provisions and terms of this agreement, but otherwise to remain in full force and effect. Each lease committed to this agreement, insofar as it applies to lands within the unitized area, shall continue in force beyond the term provided therein as long as this agreement remains in effect. Termination of this agreement shall not affect any lease which pursuant to the terms thereof or any applicable laws would continue in full force and effect thereafter. The commencement, completion, continued operation or production of a well or wells for unitized substances on the unit area shall be construed and considered as the commencement, completion, continued operation or production on each of the leasehold interests committed to this agreement and operations or production pursuant to this agreement shall be deemed to be operations upon and production from each leasehold interest committed hereto and there shall be no obligation on the part of the unit operator or any of the owners of the respective leasehold interests committed hereto to drill offsets to wells as between the leasehold interests committed to this agreement, except as provided in Section 9 hereof.

18. MATHEMATICAL ERRORS. It is hereby agreed by all parties to this agreement that Unit Operator is empowered to correct any mathematical errors which might exist in the pertinent exhibits to this agreement upon approval of the Commissioner and the Working Interest Owners.

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

20. 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. of the first day of the month next following the approval of this agreement by the Commission. At least one counter part of this agreement shall be filed for record in the office of the County Clerk of Lea County, New Mexico, by the Unit Operator. If this Unit Agreement is not approved by the Commission on or before June 1, 1973, this agreement shall expire ipso facto on said date (hereinafter called "expiration date") and thereafter be of no further force or effect, unless prior thereto this agreement has been executed or ratified by Working Interest Owners having a combined Phase II Unit

Participation of at least sixty five percent (65%), and the Working Interest Owners having at least eighty percent (80%) of the combined Phase II Unit Participation committed to this agreement have decided to extend said expiration date for a period not to exceed one (1) year (hereinafter called "extended expiration date"). If said expiration date is so extended and this Unit Agreement is not approved by the Commission on or before said extended expiration date, this agreement shall expire ipso facto on said extended expiration date and thereafter be of no further force or effect.

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 diligent drilling, reworking or other Unit Operations are prosecuted thereon without cessation of more than ninety (90) consecutive days; and as long thereafter as unitized substances can be produced as aforesaid, unless sooner terminated by Working Interest Owners in the manner hereinafter provided.

This agreement may be terminated at any time by Working Interest Owners having at least eighty five percent (85%) Phase II Unit Participation, as determined from Exhibit "B". Notice of such termination shall be given by Unit Operator to all parties hereto.

Unit Operator shall within thirty (30) days after the termination date of this agreement, file for record in the office where a counterpart of this agreement is recorded, a certificate to the effect that this agreement has terminated according to its terms and stating further the termination date.

Upon termination of this agreement, the parties hereto shall be governed by the terms and provisions of the leases and contracts affecting the separate tracts.

21. PRODUCTION AS OF THE EFFECTIVE DATE. Unit Operator shall gauge all lease and other tanks within the Unit Area to ascertain the amount of merchantable oil produced from the Unitized Formation in such

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

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

22. RATE OF PRODUCTION. All production and the disposal thereof shall be in conformity with allocations, allotments and quotas made or fixed by the Commission and in conformity with all applicable laws and lawful regulations.

23. APPEARANCES. Unit Operator shall, after notice to the parties affected, have the right to appear for and on behalf of any and all interests affected hereby before the New Mexico Oil Conservation Commission, and to appeal from orders issued under the regulations of the Commission or to apply for relief from any of said regulations or in any proceedings on its own behalf relative to operations pending before the Commission; provided, however, that any other interest party shall also have the right at his own expense to appear and to participate in any such proceeding.

24. 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 postpaid certified mail, addressed to such party or parties at their respective addresses set forth in connection with the signatures hereto or to the ratification or consent hereof or to such other address as any such party or parties may have furnished in writing to the party sending the notice, demand or statement.

25. NO WAIVER OF CERTAIN RIGHTS. Nothing in this agreement contained shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any laws of the United States of America or of the State of New Mexico or rules 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 waiver.

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

27. LOSS OF TITLE. In the event title to any tract of unitized land shall fail so as to render the tract inoperable under this agreement and the true owner cannot be induced to join this unit agreement, such tract shall be automatically regarded as not committed hereto and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title as to any royalty, working interest or other interest subject hereto, payment or delivery on

account thereof may be withheld without liability or interest until the dispute is finally settled; provided that no payments of funds due the State of New Mexico shall be withheld.

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

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

29. NONJOINER AND SUBSEQUENT JOINER. Joinder by any Royalty Owner, at any time, must be accompanied by appropriate joinder of the corresponding Working Interest Owner in order for the interest of such Royalty Owner to be regarded as effectively committed. Joinder to the Unit Agreement by a Working Interest Owner, at any time, must be accompanied by appropriate joinder to the Unit Operating Agreement in order for such interest to be regarded as effectively committed to this unit agreement.

Any oil or gas interest in the lands in the unit area not committed hereto prior to submission of this agreement to the Commission for final

approval may thereafter be committed hereto upon compliance with the applicable provisions of this section and of Section 11 (Tracts Qualified for Unit Participation) hereof, at any time up to the effective date hereof and for a period to and including three (3) months thereafter, on the same basis of participation as provided in said Section 11 by the owner or owners thereof subscribing, ratifying, or consenting in writing to this agreement and, if the interest is a working interest, by the owner of such interest subscribing also to the Unit Operating Agreement.

It is understood and agreed, however, that from and after three (3) months from the effective date hereof the right of subsequent joinder as provided in this section shall be subject to such requirements or approval and on such equitable basis as may be agreed upon by eighty five percent (85%) of the Working Interest Owners (based upon the percentage of participation during Phase II). Such subsequent joinder by a Working Interest Owner must be evidenced by his execution or ratification of this agreement and the Unit Operating Agreement. Such subsequent joinder by a royalty owner must be evidenced by his execution, ratification or consent of this agreement and must be consented to in writing by the Working Interest Owner responsible for the payment of any benefits that may accrue hereunder in behalf of such royalty owner. Except as may be otherwise herein provided, subsequent joinder to this agreement shall be effective at 7:00 a.m. as of the first day of the month following approval by the Working Interest Owners.

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

31. COUNTERPARTS. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties and may be ratified or consented to by separate instrument in writing specifically referring hereto, and shall be binding upon all those parties who have

executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document, and regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands within the above described unit area.

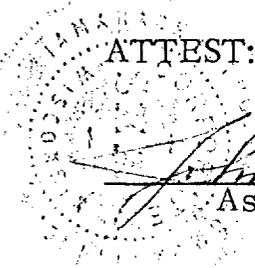
32. LIEN AND SECURITY INTEREST. The Unit Operator and Working Interest Owners shall have a lien upon and a security interest in the interests of each other in the Unit Area as provided in the Unit Operating Agreement.

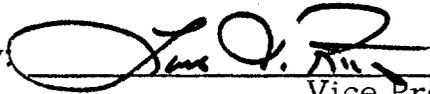
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and have set opposite their respective names the date of execution.

DATE: July 17, 1972

TAMARACK PETROLEUM COMPANY, INC.

ATTEST:

  
John W. Keener  
Assistant Secretary

By:   
Vice President

STATE OF INDIANA  
COUNTY OF VANDERBURGH

} SS:

I, the undersigned Notary Public for Posey County, Indiana, hereby certify that on this day and in Vanderburgh County, Indiana, Louis W. Ritz, as Vice President, and John W. Weaver, as Assistant Secretary, of TAMARACK PETROLEUM COMPANY, INC., a Wisconsin corporation, appeared before me in person, producing the instrument to which this acknowledgment is appended, and being duly sworn by me, each severally acknowledged said instrument to be the act and deed of said corporation, for the uses and purposes therein set forth, and each further acknowledged his execution of same, in the capacity stated above, and the affixing of the seal of said corporation thereto, pursuant to authority duly granted by the Board of Directors of said corporation, and each further declared that all statements in said instrument and in this acknowledgment are true.

Given under my hand and Notarial Seal this 17th day of July, 1972.

My commission expires:

Feb. 16, 1976

Mildred L. Burrell  
Mildred L. Burrell, Notary Public

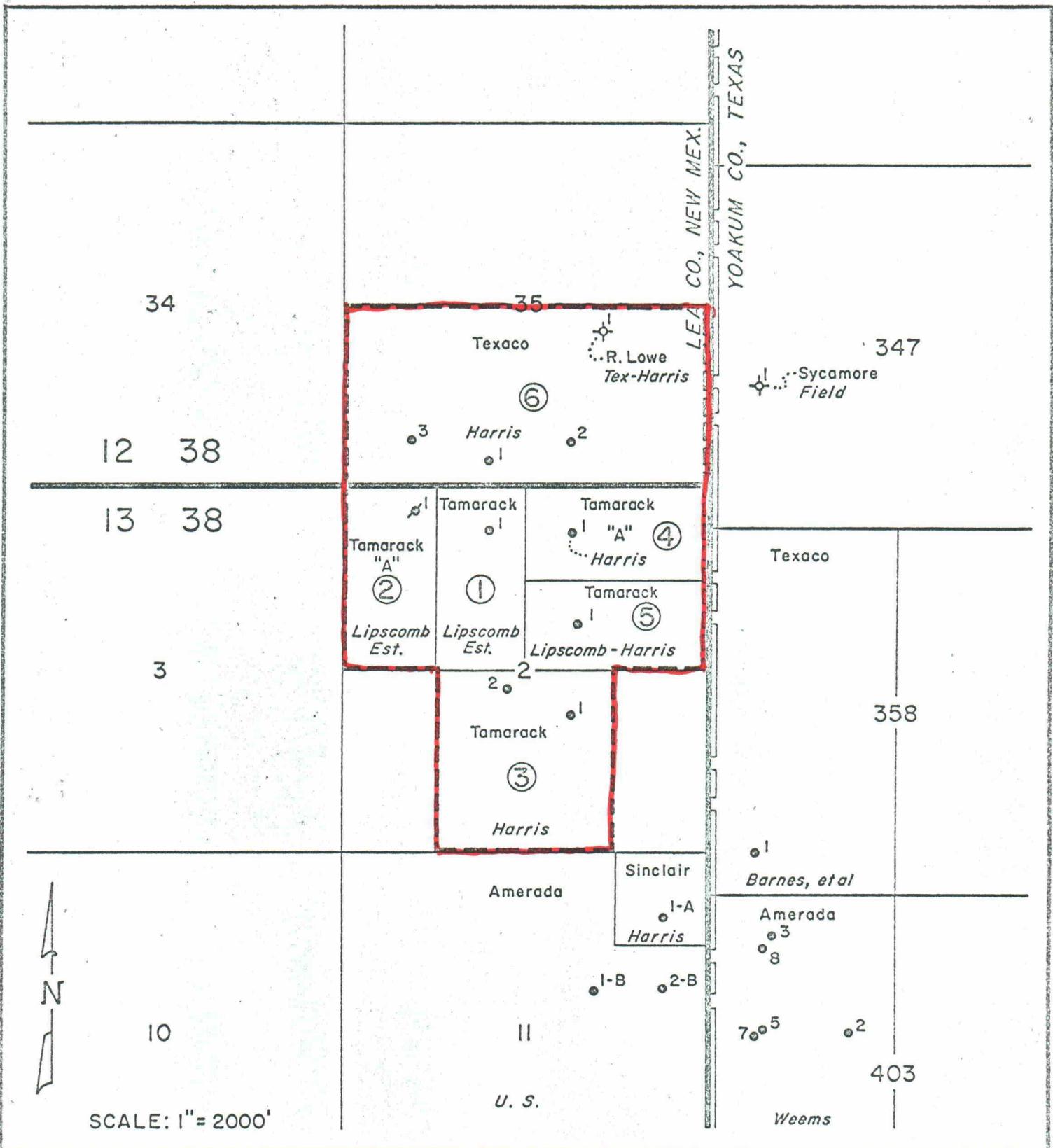


EXHIBIT A  
 TO UNIT AGREEMENT  
 BRONCO (WOLFCAMP) UNIT  
 BRONCO (Wolfcamp) FIELD  
 LEA COUNTY, NEW MEXICO

EXHIBIT "B"

Attached to Unit Agreement

BRONCO (WOLFCAMP) UNIT

Located in Section 35, T-12-S, R-38-E and Section 2, T-13-S, R-38-E  
Lea County, New Mexico

<u>Tract No.</u>	<u>Operator Tract Name</u>	<u>Description</u>	<u>No. of Acres</u>	<u>Tract Participation in Percent</u>	
				<u>Phase I</u>	<u>Phase II</u>
TAMARACK PETROLEUM COMPANY, INC.					
1	Lipscomb Estate	E/2 NW/4 of Sec. 2	79.82	4.70677	18.20663
2	Lipscomb Estate "A"	W/2 NW/4 of Sec. 2	79.80	0.00000	4.53434
3	Harris	W/2 SE/4 and E/2 SW/4 of Sec. 2	160.00	39.23369	27.28071
4	Harris "A"	N/2 NE/4 of Sec. 2	69.80	42.87206	16.37436
5	Lipscomb-Harris	S/2 NE/4 of Sec. 2	69.53	8.12400	10.55233
TEXACO INC.					
6	Harris	S/2 of Sec. 35	302.67	5.06348	23.05163

REPORT OF OWNER NUTTER  
 OF COUNTY OF LEA  
 Tamarack TRACT NO. 1  
 CASE NO. 4959-4960

WORKING INTEREST OWNER  
 AMENDMENT AND RATIFICATION OF UNIT AGREEMENT AND  
 RATIFICATION OF UNIT OPERATING AGREEMENT AS AMENDED DECEMBER 15, 1972.  
 BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, each of the undersigned acknowledges receipt of a counterpart of an instrument entitled "Unit Agreement, Bronco (Wolfcamp) Unit, Lea County, New Mexico" dated June 1, 1972, hereinafter referred to as the Unit Agreement, and also a counterpart of an instrument entitled "Unit Operating Agreement, Bronco (Wolfcamp) Unit, Lea County, New Mexico" as amended by Amendment dated December 15, 1972, hereinafter referred to as the Operating Agreement, all of such instruments providing for Unit Operations with respect to the Wolfcamp formation in the Bronco Wolfcamp Field of Lea County, New Mexico; and

WHEREAS, the Unit Agreement did not provide for the reservation of the personal property belonging to the Working Interest Owners, and the parties hereto now mutually desire to amend the Unit Agreement to so provide;

NOW, THEREFORE, for and in consideration of the premises, it is hereby agreed that from and after the date of execution hereof, the Unit Agreement shall be amended to include the following language as Section 3-A of said Unit Agreement, to-wit;

"3-A. PERSONAL PROPERTY EXCEPTED. All lease and well equipment, materials, and other facilities heretofore or hereafter placed by any of the Working Interest Owners on the lands covered hereby shall be deemed to be and shall remain personal property belonging to and may be removed by Working Interest Owners. The rights and interests therein as among Working Interest Owners are set forth in the Unit Operating Agreement."

Except as herein specifically amended, the said Unit Agreement shall remain in full force and effect as originally written.

Each of the undersigned does hereby ratify and confirm said Unit Agreement as herein amended with respect to all of its royalty or working interests in all of the separately owned Tracts, thereby becoming a party to said agreement to the same extent as if it had executed the Unit Agreement and this instrument. Each of the undersigned does also hereby ratify and confirm said Operating Agreement as amended by the Amendment of December 15, 1972, with respect to all of its working interest in all of the separately owned Tracts in the Unit Area.

This amendment and ratification may be executed in counterparts and when so executed shall have the same effect as if all parties had executed the same instrument.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE 4/5/73 J. Uihlein, Jr. and  
 DATE 4/5/73 Robert A. Uihlein, Jr.  
 Joseph Uihlein, Jr. and Robert A. Uihlein, Jr.  
 as Trustees of the Joseph Uihlein, Jr. Nov. 1, 1970 Trust,

and as Trustees of the GeorgAnna A. Uihlein Nov. 1, 1970 Trust,  
 and as Trustees of the John F. Uihlein Nov. 1, 1970 Trust.

DATE 4/5/73 RBT Robert B. Trainer  
 DATE 4/5/73 Robert A. Uihlein, Jr.  
 Robert B. Trainer and Robert A. Uihlein, Jr.  
 as Executors of the Estate of Mary U. Trainer, deceased.

DATE 4/5/73 Robert A. Uihlein, Jr.  
 Robert A. Uihlein, Jr.

DATE 4/5/73 Lorraine G. Uihlein  
 Lorraine G. Uihlein

WORKING INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT AND  
RATIFICATION OF UNIT OPERATING AGREEMENT AS AMENDED DECEMBER 15, 1972.  
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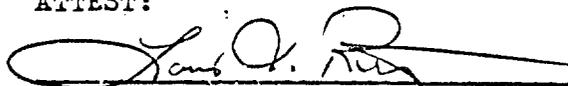
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DATE \_\_\_\_\_

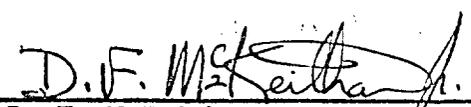
DATE \_\_\_\_\_

ATTEST:



Louis W. Ritz, Secretary  
DATE Feb. 22, 1973

TAMARACK PETROLEUM COMPANY, INC.

BY   
D. F. McKeithan, Jr., President

WORKING INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT AND  
RATIFICATION OF UNIT OPERATING AGREEMENT AS AMENDED DECEMBER 15, 1972.  
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DATE \_\_\_\_\_

DATE \_\_\_\_\_

APPROVED AS TO:  
Terms OK  
Form R.M.W.  
Acctg. OK  
DATE 4-6-73

TEXACO Inc

BY \_\_\_\_\_

ATTORNEY-IN-FACT

WORKING INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT AND  
RATIFICATION OF UNIT OPERATING AGREEMENT AS AMENDED DECEMBER 15, 1972.  
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IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE \_\_\_\_\_

DATE \_\_\_\_\_

EQUITY INVESTMENTS

DATE 2-26-73

BY Charles B. Ponder

WORKING INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT AND  
RATIFICATION OF UNIT OPERATING AGREEMENT AS AMENDED DECEMBER 15, 1972.  
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DATE \_\_\_\_\_  
DATE \_\_\_\_\_

UNIVERSAL RESOURCES CORPORATION

DATE 2-26-73

BY Charles B. Bender

WORKING INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT AND  
RATIFICATION OF UNIT OPERATING AGREEMENT AS AMENDED DECEMBER 15, 1972.  
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DATE

2/27/73

Tom E. Noble

DATE

DATE

BY

WORKING INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT AND  
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WHEREAS, the Unit Agreement did not provide for the reservation of the personal property belonging to the Working Interest Owners, and the parties hereto now mutually desire to amend the Unit Agreement to so provide;

NOW, THEREFORE, for and in consideration of the premises, it is hereby agreed that from and after the date of execution hereof, the Unit Agreement shall be amended to include the following language as Section 3-A of said Unit Agreement, to-wit;

"3-A. PERSONAL PROPERTY EXCEPTED. All lease and well equipment, materials, and other facilities heretofore or hereafter placed by any of the Working Interest Owners on the lands covered hereby shall be deemed to be and shall remain personal property belonging to and may be removed by Working Interest Owners. The rights and interests therein as among Working Interest Owners are set forth in the Unit Operating Agreement."

Except as herein specifically amended, the said Unit Agreement shall remain in full force and effect as originally written.

Each of the undersigned does hereby ratify and confirm said Unit Agreement as herein amended with respect to all of its royalty or working interests in all of the separately owned Tracts, thereby becoming a party to said agreement to the same extent as if it had executed the Unit Agreement and this instrument. Each of the undersigned does also hereby ratify and confirm said Operating Agreement as amended by the Amendment of December 15, 1972, with respect to all of its working interest in all of the separately owned Tracts in the Unit Area.

This amendment and ratification may be executed in counterparts and when so executed shall have the same effect as if all parties had executed the same instrument.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE May 1 1973 BY Diana H. Graham  
DATE \_\_\_\_\_ BY \_\_\_\_\_

DATE \_\_\_\_\_ BY \_\_\_\_\_

WORKING INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT AND  
RATIFICATION OF UNIT OPERATING AGREEMENT AS AMENDED DECEMBER 15, 1972.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, each of the undersigned acknowledges receipt of a counterpart of an instrument entitled "Unit Agreement, Bronco (Wolfcamp) Unit, Lea County, New Mexico" dated June 1, 1972, hereinafter referred to as the Unit Agreement, and also a counterpart of an instrument entitled "Unit Operating Agreement, Bronco (Wolfcamp) Unit, Lea County, New Mexico" as amended by Amendment dated December 15, 1972, hereinafter referred to as the Operating Agreement, all of such instruments providing for Unit Operations with respect to the Wolfcamp formation in the Bronco Wolfcamp Field of Lea County, New Mexico; and

WHEREAS, the Unit Agreement did not provide for the reservation of the personal property belonging to the Working Interest Owners, and the parties hereto now mutually desire to amend the Unit Agreement to so provide;

NOW, THEREFORE, for and in consideration of the premises, it is hereby agreed that from and after the date of execution hereof, the Unit Agreement shall be amended to include the following language as Section 3-A of said Unit Agreement, to-wit;

"3-A. PERSONAL PROPERTY EXCEPTED. All lease and well equipment, materials, and other facilities heretofore or hereafter placed by any of the Working Interest Owners on the lands covered hereby shall be deemed to be and shall remain personal property belonging to and may be removed by Working Interest Owners. The rights and interests therein as among Working Interest Owners are set forth in the Unit Operating Agreement."

Except as herein specifically amended, the said Unit Agreement shall remain in full force and effect as originally written.

Each of the undersigned does hereby ratify and confirm said Unit Agreement as herein amended with respect to all of its royalty or working interests in all of the separately owned Tracts, thereby becoming a party to said agreement to the same extent as if it had executed the Unit Agreement and this instrument. Each of the undersigned does also hereby ratify and confirm said Operating Agreement as amended by the Amendment of December 15, 1972, with respect to all of its working interest in all of the separately owned Tracts in the Unit Area.

This amendment and ratification may be executed in counterparts and when so executed shall have the same effect as if all parties had executed the same instrument.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE

April 26, 1973

X Mrs Elizabeth Herron Graham

DATE

DATE

BY

WORKING INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT AND  
RATIFICATION OF UNIT OPERATING AGREEMENT AS AMENDED DECEMBER 15, 1972.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, each of the undersigned acknowledges receipt of a counterpart of an instrument entitled "Unit Agreement, Bronco (Wolfcamp) Unit, Lea County, New Mexico" dated June 1, 1972, hereinafter referred to as the Unit Agreement, and also a counterpart of an instrument entitled "Unit Operating Agreement, Bronco (Wolfcamp) Unit, Lea County, New Mexico" as amended by Amendment dated December 15, 1972, hereinafter referred to as the Operating Agreement, all of such instruments providing for Unit Operations with respect to the Wolfcamp formation in the Bronco Wolfcamp Field of Lea County, New Mexico; and

WHEREAS, the Unit Agreement did not provide for the reservation of the personal property belonging to the Working Interest Owners, and the parties hereto now mutually desire to amend the Unit Agreement to so provide;

NOW, THEREFORE, for and in consideration of the premises, it is hereby agreed that from and after the date of execution hereof, the Unit Agreement shall be amended to include the following language as Section 3-A of said Unit Agreement, to-wit;

"3-A. PERSONAL PROPERTY EXCEPTED. All lease and well equipment, materials, and other facilities heretofore or hereafter placed by any of the Working Interest Owners on the lands covered hereby shall be deemed to be and shall remain personal property belonging to and may be removed by Working Interest Owners. The rights and interests therein as among Working Interest Owners are set forth in the Unit Operating Agreement."

Except as herein specifically amended, the said Unit Agreement shall remain in full force and effect as originally written.

Each of the undersigned does hereby ratify and confirm said Unit Agreement as herein amended with respect to all of its royalty or working interests in all of the separately owned Tracts, thereby becoming a party to said agreement to the same extent as if it had executed the Unit Agreement and this instrument. Each of the undersigned does also hereby ratify and confirm said Operating Agreement as amended by the Amendment of December 15, 1972, with respect to all of its working interest in all of the separately owned Tracts in the Unit Area.

This amendment and ratification may be executed in counterparts and when so executed shall have the same effect as if all parties had executed the same instrument.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE

Feb. 27, 1973

DATE

Joseph D. Peeler

DATE

BY

WORKING INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT AND  
RATIFICATION OF UNIT OPERATING AGREEMENT AS AMENDED DECEMBER 15, 1972.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, each of the undersigned acknowledges receipt of a counterpart of an instrument entitled "Unit Agreement, Bronco (Wolfcamp) Unit, Lea County, New Mexico" dated June 1, 1972, hereinafter referred to as the Unit Agreement, and also a counterpart of an instrument entitled "Unit Operating Agreement, Bronco (Wolfcamp) Unit, Lea County, New Mexico" as amended by Amendment dated December 15, 1972, hereinafter referred to as the Operating Agreement, all of such instruments providing for Unit Operations with respect to the Wolfcamp formation in the Bronco Wolfcamp Field of Lea County, New Mexico; and

WHEREAS, the Unit Agreement did not provide for the reservation of the personal property belonging to the Working Interest Owners, and the parties hereto now mutually desire to amend the Unit Agreement to so provide;

NOW, THEREFORE, for and in consideration of the premises, it is hereby agreed that from and after the date of execution hereof, the Unit Agreement shall be amended to include the following language as Section 3-A of said Unit Agreement, co-wit;

"3-A. PERSONAL PROPERTY EXCEPTED. All lease and well equipment, materials, and other facilities heretofore or hereafter placed by any of the Working Interest Owners on the lands covered hereby shall be deemed to be and shall remain personal property belonging to and may be removed by Working Interest Owners. The rights and interests therein as among Working Interest Owners are set forth in the Unit Operating Agreement."

Except as herein specifically amended, the said Unit Agreement shall remain in full force and effect as originally written.

Each of the undersigned does hereby ratify and confirm said Unit Agreement as herein amended with respect to all of its royalty or working interests in all of the separately owned Tracts, thereby becoming a party to said agreement to the same extent as if it had executed the Unit Agreement and this instrument. Each of the undersigned does also hereby ratify and confirm said Operating Agreement as amended by the Amendment of December 15, 1972, with respect to all of its working interest in all of the separately owned Tracts in the Unit Area.

This amendment and ratification may be executed in counterparts and when so executed shall have the same effect as if all parties had executed the same instrument.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE March 5, 1973

Lawrence Chaffin

DATE \_\_\_\_\_

DATE \_\_\_\_\_

BY \_\_\_\_\_

WORKING INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT AND  
RATIFICATION OF UNIT OPERATING AGREEMENT AS AMENDED DECEMBER 15, 1972.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, each of the undersigned acknowledges receipt of a counterpart of an instrument entitled "Unit Agreement, Bronco (Wolfcamp) Unit, Lea County, New Mexico" dated June 1, 1972, hereinafter referred to as the Unit Agreement, and also a counterpart of an instrument entitled "Unit Operating Agreement, Bronco (Wolfcamp) Unit, Lea County, New Mexico" as amended by Amendment dated December 15, 1972, hereinafter referred to as the Operating Agreement, all of such instruments providing for Unit Operations with respect to the Wolfcamp formation in the Bronco Wolfcamp Field of Lea County, New Mexico; and

WHEREAS, the Unit Agreement did not provide for the reservation of the personal property belonging to the Working Interest Owners, and the parties hereto now mutually desire to amend the Unit Agreement to so provide;

NOW, THEREFORE, for and in consideration of the premises, it is hereby agreed that from and after the date of execution hereof, the Unit Agreement shall be amended to include the following language as Section 3-A of said Unit Agreement; to-wit;

"3-A. PERSONAL PROPERTY EXCEPTED. All lease and well equipment, materials, and other facilities heretofore or hereafter placed by any of the Working Interest Owners on the lands covered hereby shall be deemed to be and shall remain personal property belonging to and may be removed by Working Interest Owners. The rights and interests therein as among Working Interest Owners are set forth in the Unit Operating Agreement."

Except as herein specifically amended, the said Unit Agreement shall remain in full force and effect as originally written.

Each of the undersigned does hereby ratify and confirm said Unit Agreement as herein amended with respect to all of its royalty or working interests in all of the separately owned Tracts, thereby becoming a party to said agreement to the same extent as if it had executed the Unit Agreement and this instrument. Each of the undersigned does also hereby ratify and confirm said Operating Agreement as amended by the Amendment of December 15, 1972, with respect to all of its working interest in all of the separately owned Tracts in the Unit Area.

This amendment and ratification may be executed in counterparts and when so executed shall have the same effect as if all parties had executed the same instrument.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE March 21 1973

BY Larrest O. Wallace

WORKING INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT AND  
RATIFICATION OF UNIT OPERATING AGREEMENT AS AMENDED DECEMBER 15, 1972.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, each of the undersigned acknowledges receipt of a counterpart of an instrument entitled "Unit Agreement, Bronco (Wolfcamp) Unit, Lea County, New Mexico" dated June 1, 1972, hereinafter referred to as the Unit Agreement, and also a counterpart of an instrument entitled "Unit Operating Agreement, Bronco (Wolfcamp) Unit, Lea County, New Mexico" as amended by Amendment dated December 15, 1972, hereinafter referred to as the Operating Agreement, all of such instruments providing for Unit Operations with respect to the Wolfcamp formation in the Bronco Wolfcamp Field of Lea County, New Mexico; and

WHEREAS, the Unit Agreement did not provide for the reservation of the personal property belonging to the Working Interest Owners, and the parties hereto now mutually desire to amend the Unit Agreement to so provide;

NOW, THEREFORE, for and in consideration of the premises, it is hereby agreed that from and after the date of execution hereof, the Unit Agreement shall be amended to include the following language as Section 3-A of said Unit Agreement, to-wit;

"3-A. PERSONAL PROPERTY EXCEPTED. All lease and well equipment, materials, and other facilities heretofore or hereafter placed by any of the Working Interest Owners on the lands covered hereby shall be deemed to be and shall remain personal property belonging to and may be removed by Working Interest Owners. The rights and interests therein as among Working Interest Owners are set forth in the Unit Operating Agreement."

Except as herein specifically amended, the said Unit Agreement shall remain in full force and effect as originally written.

Each of the undersigned does hereby ratify and confirm said Unit Agreement as herein amended with respect to all of its royalty or working interests in all of the separately owned Tracts, thereby becoming a party to said agreement to the same extent as if it had executed the Unit Agreement and this instrument. Each of the undersigned does also hereby ratify and confirm said Operating Agreement as amended by the Amendment of December 15, 1972, with respect to all of its working interest in all of the separately owned Tracts in the Unit Area.

This amendment and ratification may be executed in counterparts and when so executed shall have the same effect as if all parties had executed the same instrument.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE 2/28/73

Frederic B Whitman

DATE \_\_\_\_\_

\_\_\_\_\_

DATE \_\_\_\_\_

BY \_\_\_\_\_

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, each of the undersigned acknowledges receipt of a counterpart of an instrument entitled "Unit Agreement, Bronco (Wolfcamp) Unit, Lea County, New Mexico," dated June 1, 1972, hereinafter referred to as the Unit Agreement, providing for Unit Operations with respect to the Wolfcamp formation in the Bronco Wolfcamp Field of Lea County, New Mexico; and

WHEREAS, the Unit Agreement did not provide for the reservation of the personal property belonging to the Working Interest Owners, and the parties hereto now mutually desire to amend the Unit Agreement to so provide;

NOW, THEREFORE, for and in consideration of the premises, it is hereby agreed that from and after the date of execution hereof, the Unit Agreement shall be and is hereby amended to include the following language as Section 3-A of said Unit Agreement, to-wit;

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Except as herein specifically amended, the said Unit Agreement shall remain in full force and effect as originally written.

Each of the undersigned does hereby ratify and confirm said Unit Agreement as herein amended with respect to all of its royalty interests in all of the separately owned Tracts, thereby becoming a party to said agreement to the same extent as if it has executed the Unit Agreement and this instrument.

This amendment and ratification may be executed in counterparts and when so executed shall have the same effect as if all parties had executed the same instrument.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE March 6, 1973

DATE April 6, 1973

DATE April 6, 1973

DATE April 6, 1973

DATE April 6, 1973

[Signature]  
[Signature]  
[Signature]

ESTATE OF PRENTICE H. HARRIS, DECEASED

By Vickie Norice Harris adms.  
Vickie Norice Harris, Administratrix

Vickie Norice Harris  
Vickie Norice Harris, Individually

NOTARY PUBLIC  
TAMARA K  
4957-4960

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, each of the undersigned acknowledges receipt of a counterpart of an instrument entitled "Unit Agreement, Bronco (Wolfcamp) Unit, Lea County, New Mexico," dated June 1, 1972, hereinafter referred to as the Unit Agreement, providing for Unit Operations with respect to the Wolfcamp formation in the Bronco Wolfcamp Field of Lea County, New Mexico; and

WHEREAS, the Unit Agreement did not provide for the reservation of the personal property belonging to the Working Interest Owners, and the parties hereto now mutually desire to amend the Unit Agreement to so provide;

NOW, THEREFORE, for and in consideration of the premises, it is hereby agreed that from and after the date of execution hereof, the Unit Agreement shall be and is hereby amended to include the following language as Section 3-A of said Unit Agreement, to-wit;

"3-A. PERSONAL PROPERTY EXCEPTED. All lease and well equipment, materials, and other facilities heretofore or hereafter placed by any of the Working Interest Owners on the lands covered hereby shall be deemed to be and shall remain personal property belonging to and may be removed by Working Interest Owners. The rights and interests therein as among Working Interest Owners are set forth in the Unit Operating Agreement."

Except as herein specifically amended, the said Unit Agreement shall remain in full force and effect as originally written.

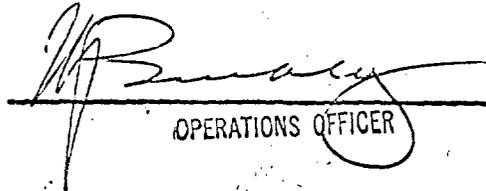
Each of the undersigned does hereby ratify and confirm said Unit Agreement as herein amended with respect to all of its royalty interests in all of the separately owned Tracts, thereby becoming a party to said agreement to the same extent as if it has executed the Unit Agreement and this instrument.

This amendment and ratification may be executed in counterparts and when so executed shall have the same effect as if all parties had executed the same instrument.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

EXECUTED as of the 2 day of March, 1972.

ATTEST:

  
OPERATIONS OFFICER

THE CONTINENTAL ILLINOIS NATIONAL  
BANK AND TRUST COMPANY OF CHICAGO

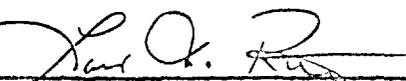
by   
VICE PRESIDENT

The interest shown to CONTINENTAL ILLINOIS NATIONAL BANK and TRUST COMPANY of CHICAGO has been assigned as security for indebtedness and this instrument is executed in behalf of it without covenant or warranty of any kind, expressed or implied, regardless of any provision hereof.

ATTEST:

  
John W. Weaver, Assistant Secretary

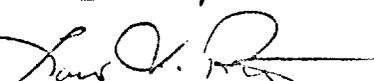
OAK CORP.

by   
Louis W. Ritz, Vice President

ATTEST:

  
John W. Weaver, Assistant Secretary

GROVE OIL & GAS, INC.

by   
Louis W. Ritz, Vice President

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, each of the undersigned acknowledges receipt of a counterpart of an instrument entitled "Unit Agreement, Bronco (Wolfcamp) Unit, Lea County, New Mexico," dated June 1, 1972, hereinafter referred to as the Unit Agreement, providing for Unit Operations with respect to the Wolfcamp formation in the Bronco Wolfcamp Field of Lea County, New Mexico; and

WHEREAS, the Unit Agreement did not provide for the reservation of the personal property belonging to the Working Interest Owners, and the parties hereto now mutually desire to amend the Unit Agreement to so provide;

NOW, THEREFORE, for and in consideration of the premises, it is hereby agreed that from and after the date of execution hereof, the Unit Agreement shall be and is hereby amended to include the following language as Section 3-A of said Unit Agreement, to-wit;

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Except as herein specifically amended, the said Unit Agreement shall remain in full force and effect as originally written.

Each of the undersigned does hereby ratify and confirm said Unit Agreement as herein amended with respect to all of its royalty interests in all of the separately owned Tracts, thereby becoming a party to said agreement to the same extent as if it has executed the Unit Agreement and this instrument.

This amendment and ratification may be executed in counterparts and when so executed shall have the same effect as if all parties had executed the same instrument.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE April 23, 1973 \_\_\_\_\_ Billed James Grizzell Crow  
DATE April 23, 1973 \_\_\_\_\_ James P. Crow

DATE April 23, 1973 \_\_\_\_\_ By Jeanie Martin  
My Commission Expires Sept. 7, 1975  
Bernalillo Co. State of New Mexico

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, each of the undersigned acknowledges receipt of a counterpart of an instrument entitled "Unit Agreement, Bronco (Wolfcamp) Unit, Lea County, New Mexico," dated June 1, 1972, hereinafter referred to as the Unit Agreement, providing for Unit Operations with respect to the Wolfcamp formation in the Bronco Wolfcamp Field of Lea County, New Mexico; and

WHEREAS, the Unit Agreement did not provide for the reservation of the personal property belonging to the Working Interest Owners, and the parties hereto now mutually desire to amend the Unit Agreement to so provide;

NOW, THEREFORE, for and in consideration of the premises, it is hereby agreed that from and after the date of execution hereof, the Unit Agreement shall be and is hereby amended to include the following language as Section 3-A of said Unit Agreement, to-wit;

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This amendment and ratification may be executed in counterparts and when so executed shall have the same effect as if all parties had executed the same instrument.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE 4-13-73

Addison S. Barker

DATE 4-13-73

Patsy J. Barker

DATE \_\_\_\_\_

By \_\_\_\_\_

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, each of the undersigned acknowledges receipt of a counterpart of an instrument entitled "Unit Agreement, Bronco (Wolfcamp) Unit, Lea County, New Mexico," dated June 1, 1972, hereinafter referred to as the Unit Agreement, providing for Unit Operations with respect to the Wolfcamp formation in the Bronco Wolfcamp Field of Lea County, New Mexico; and

WHEREAS, the Unit Agreement did not provide for the reservation of the personal property belonging to the Working Interest Owners, and the parties hereto now mutually desire to amend the Unit Agreement to so provide;

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This amendment and ratification may be executed in counterparts and when so executed shall have the same effect as if all parties had executed the same instrument.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE \_\_\_\_\_

J. H. Kessel

DATE \_\_\_\_\_

Mr. Jas. H. Lewis

DATE \_\_\_\_\_

By \_\_\_\_\_

Return

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, each of the undersigned acknowledges receipt of a counterpart of an instrument entitled "Unit Agreement, Bronco (Wolfcamp) Unit, Lea County, New Mexico," dated June 1, 1972, hereinafter referred to as the Unit Agreement, providing for Unit Operations with respect to the Wolfcamp formation in the Bronco Wolfcamp Field of Lea County, New Mexico; and

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IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE \_\_\_\_\_  
DATE \_\_\_\_\_ SAMEDAN OIL CORPORATION

*Handwritten initials*

DATE March 5, 1973 By *James C. Cole*  
Vice-President

ATTEST:  
*Bob Cole*  
Secretary

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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This amendment and ratification may be executed in counterparts and when so executed shall have the same effect as if all parties had executed the same instrument.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE \_\_\_\_\_

DATE \_\_\_\_\_

R. De Chicchis Estate

DATE 3-12-73

By JG Brown

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, each of the undersigned acknowledges receipt of a counterpart of an instrument entitled "Unit Agreement, Bronco (Wolfcamp) Unit, Lea County, New Mexico," dated June 1, 1972, hereinafter referred to as the Unit Agreement, providing for Unit Operations with respect to the Wolfcamp formation in the Bronco Wolfcamp Field of Lea County, New Mexico; and

WHEREAS, the Unit Agreement did not provide for the reservation of the personal property belonging to the Working Interest Owners, and the parties hereto now mutually desire to amend the Unit Agreement to so provide;

NOW, THEREFORE, for and in consideration of the premises, it is hereby agreed that from and after the date of execution hereof, the Unit Agreement shall be and is hereby amended to include the following language as Section 3-A of said Unit Agreement, to-wit;

"3-A. PERSONAL PROPERTY EXCEPTED. All lease and well equipment, materials, and other facilities heretofore or hereafter placed by any of the Working Interest Owners on the lands covered hereby shall be deemed to be and shall remain personal property belonging to and may be removed by Working Interest Owners. The rights and interests therein as among Working Interest Owners are set forth in the Unit Operating Agreement."

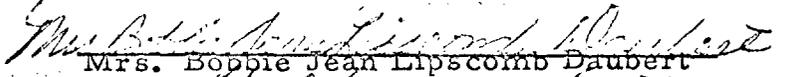
Except as herein specifically amended, the said Unit Agreement shall remain in full force and effect as originally written.

Each of the undersigned does hereby ratify and confirm said Unit Agreement as herein amended with respect to all of its royalty interests in all of the separately owned Tracts, thereby becoming a party to said agreement to the same extent as if it has executed the Unit Agreement and this instrument.

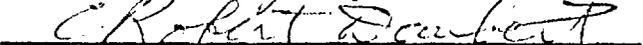
This amendment and ratification may be executed in counterparts and when so executed shall have the same effect as if all parties had executed the same instrument.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE March 1, 1973

  
Mrs. Bobbie Jean Lipscomb Daubert

DATE March 1, 1973

  
C. Robert Daubert

DATE \_\_\_\_\_

By \_\_\_\_\_

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, each of the undersigned acknowledges receipt of a counterpart of an instrument entitled "Unit Agreement, Bronco (Wolfcamp) Unit, Lea County, New Mexico," dated June 1, 1972, hereinafter referred to as the Unit Agreement, providing for Unit Operations with respect to the Wolfcamp formation in the Bronco Wolfcamp Field of Lea County, New Mexico; and

WHEREAS, the Unit Agreement did not provide for the reservation of the personal property belonging to the Working Interest Owners, and the parties hereto now mutually desire to amend the Unit Agreement to so provide;

NOW, THEREFORE, for and in consideration of the premises, it is hereby agreed that from and after the date of execution hereof, the Unit Agreement shall be and is hereby amended to include the following language as Section 3-A of said Unit Agreement, to-wit;

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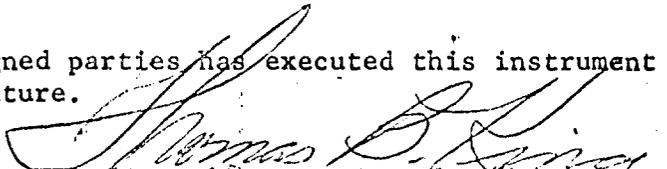
Except as herein specifically amended, the said Unit Agreement shall remain in full force and effect as originally written.

Each of the undersigned does hereby ratify and confirm said Unit Agreement as herein amended with respect to all of its royalty interests in all of the separately owned Tracts, thereby becoming a party to said agreement to the same extent as if it has executed the Unit Agreement and this instrument.

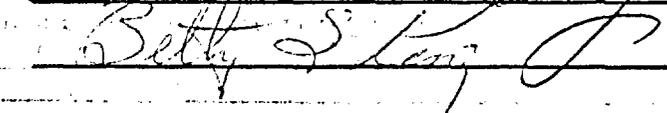
This amendment and ratification may be executed in counterparts and when so executed shall have the same effect as if all parties had executed the same instrument.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE 3-2-73

  
\_\_\_\_\_  
Thomas B. King

DATE 3-2-73

  
\_\_\_\_\_  
Betty S. King

DATE \_\_\_\_\_

By \_\_\_\_\_

LEA COUNTY CLERK  
LEA COUNTY, NEW MEXICO

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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This amendment and ratification may be executed in counterparts and when so executed shall have the same effect as if all parties had executed the same instrument.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE February 22, 1973 THE WILLIAM K. WARREN FOUNDATION  
ATTEST: John A. Naughton David M. Barrett  
John A. Naughton, Ass't. Sec'y. David M. Barrett, Vice President

DATE \_\_\_\_\_ By \_\_\_\_\_

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE \_\_\_\_\_

DATE \_\_\_\_\_

TENNECO OIL COMPANY

DATE \_\_\_\_\_

By L. L. Parish

L. L. Parish  
Attorney-in-Fact *uv*  
*WDP*

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE 2/26/73 BY Bea H. Stephens

DATE 2/26/73 BY James Stephens

DATE Feb. 26, 1973 BY Theodore Abate

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE 2-28-1973

Harold P. Pope

DATE 2-28-1973

Matthew D. Pope

DATE \_\_\_\_\_

By \_\_\_\_\_

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE Feb 27 1973 \_\_\_\_\_  
DATE \_\_\_\_\_ J. S. Dorman

DATE \_\_\_\_\_ By \_\_\_\_\_

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE February 26, 1973

Mrs. Nicie W. Lipscomb Ellis  
Mrs. Nicie W. Lipscomb Ellis

DATE February 26, 1973

James K. Ellis  
James K. Ellis

DATE \_\_\_\_\_

By \_\_\_\_\_

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE \_\_\_\_\_ Miss Nancy F. Harris

DATE \_\_\_\_\_

DATE \_\_\_\_\_ By \_\_\_\_\_

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

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DATE 2/26/73

William W. Harris

DATE 2/26/73

Philip W. Harris

DATE \_\_\_\_\_

By \_\_\_\_\_

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

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DATE 2-26-73

Charles J. Squire

DATE 2-26-73

Mary Frances Squire

DATE \_\_\_\_\_

By \_\_\_\_\_

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE February 26, 1973 Priscilla Ann Milburn  
DATE \_\_\_\_\_ a feme sole

DATE \_\_\_\_\_ By \_\_\_\_\_

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

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DATE Feb - 25 - 1973

H. Edward Bohanek

DATE Feb - 25 - 1973

L. Kirby Bohanek

DATE \_\_\_\_\_

By \_\_\_\_\_

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE Feb. 22, 1973

DATE Feb. 22, 1973

Phelma Wood  
J. O. Wood

DATE \_\_\_\_\_

By \_\_\_\_\_

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

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DATE February 23, 1973

*E. S. Brown*

DATE February 23, 1973

*Beulah E. Lucas*

DATE \_\_\_\_\_

By \_\_\_\_\_

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, each of the undersigned acknowledges receipt of a counterpart of an instrument entitled "Unit Agreement, Bronco (Wolfcamp) Unit, Lea County, New Mexico," dated June 1, 1972, hereinafter referred to as the Unit Agreement, providing for Unit Operations with respect to the Wolfcamp formation in the Bronco Wolfcamp Field of Lea County, New Mexico; and

WHEREAS, the Unit Agreement did not provide for the reservation of the personal property belonging to the Working Interest Owners, and the parties hereto now mutually desire to amend the Unit Agreement to so provide;

NOW, THEREFORE, for and in consideration of the premises, it is hereby agreed that from and after the date of execution hereof, the Unit Agreement shall be and is hereby amended to include the following language as Section 3-A of said Unit Agreement, to-wit;

"3-A. PERSONAL PROPERTY EXCEPTED. All lease and well equipment, materials, and other facilities heretofore or hereafter placed by any of the Working Interest Owners on the lands covered hereby shall be deemed to be and shall remain personal property belonging to and may be removed by Working Interest Owners. The rights and interests therein as among Working Interest Owners are set forth in the Unit Operating Agreement."

Except as herein specifically amended, the said Unit Agreement shall remain in full force and effect as originally written.

Each of the undersigned does hereby ratify and confirm said Unit Agreement as herein amended with respect to all of its royalty interests in all of the separately owned Tracts, thereby becoming a party to said agreement to the same extent as if it has executed the Unit Agreement and this instrument.

This amendment and ratification may be executed in counterparts and when so executed shall have the same effect as if all parties had executed the same instrument.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE 2-22-73

DATE 2-22-73

*Roy Barton*  
*Opal Barton*

DATE \_\_\_\_\_

By \_\_\_\_\_

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, each of the undersigned acknowledges receipt of a counterpart of an instrument entitled "Unit Agreement, Bronco (Wolfcamp) Unit, Lea County, New Mexico," dated June 1, 1972, hereinafter referred to as the Unit Agreement, providing for Unit Operations with respect to the Wolfcamp formation in the Bronco Wolfcamp Field of Lea County, New Mexico; and

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Each of the undersigned does hereby ratify and confirm said Unit Agreement as herein amended with respect to all of its royalty interests in all of the separately owned Tracts, thereby becoming a party to said agreement to the same extent as if it has executed the Unit Agreement and this instrument.

This amendment and ratification may be executed in counterparts and when so executed shall have the same effect as if all parties had executed the same instrument.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE 2/21/73

*Richard Burkman*

DATE \_\_\_\_\_

*Mr. Burrier*

DATE \_\_\_\_\_

By \_\_\_\_\_

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

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This amendment and ratification may be executed in counterparts and when so executed shall have the same effect as if all parties had executed the same instrument.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE FEB 21 1973

THE BLANCO COMPANY

ATTEST: B. M. Kiohane  
Sec.

By Edward J. White  
Pres.

DATE \_\_\_\_\_

By \_\_\_\_\_

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

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This amendment and ratification may be executed in counterparts and when so executed shall have the same effect as if all parties had executed the same instrument.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE 2-21-73

Mrs. Viola Claiice Kornegay

DATE \_\_\_\_\_

DATE \_\_\_\_\_

By \_\_\_\_\_

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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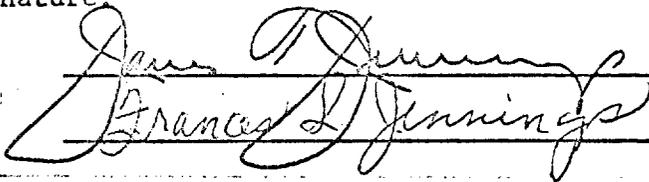
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IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE 2-21-73

DATE 2-21-73

  
\_\_\_\_\_

DATE \_\_\_\_\_

By \_\_\_\_\_

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE 2-21-73

Alan S. Newwood

DATE 2-21-73

Betty Jane Newwood

DATE \_\_\_\_\_

By \_\_\_\_\_

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE 2-20-73

William J. Henry

DATE 2-20-73

Ellen Ann Perry

DATE \_\_\_\_\_

By \_\_\_\_\_

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

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DATE 2-21-73



DATE \_\_\_\_\_

\_\_\_\_\_

DATE \_\_\_\_\_

By \_\_\_\_\_



ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE Feb. 22, 1973 Quinnley J. Harris

DATE Feb. 22, 1973 Wolby O. Harris

DATE \_\_\_\_\_ By \_\_\_\_\_

ROYALTY INTEREST OWNER  
AMENDMENT AND RATIFICATION OF UNIT AGREEMENT.  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

DATE 2/20/73

C. Z. Chase

DATE 2/20/73

Elinore U. Chase

DATE \_\_\_\_\_

By \_\_\_\_\_

ROYALTY INTEREST OWNER  
AGREEMENT TO BECOME A PARTY TO UNIT AGREEMENT  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

Each of the persons who signs this instrument acknowledges receipt of a counterpart of an instrument entitled, "Unit Agreement, Bronco (Wolfcamp) Unit, Lea County, New Mexico", dated June 1, 1972, which provides for conducting Unit Operations with respect to the Wolfcamp formation, Bronco Wolfcamp Field, 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 defined in the Unit Agreement as a Royalty Interest Owner may become a party to the agreement by signing the original, counterpart, or other instrument that evidences an intention to be bound by the terms of the agreement.

Now, therefore, each of the persons who signs this instrument is or claims to be a Royalty Interest Owner in one or more of the Tracts described in Exhibit B of the Unit Agreement, and each agrees to become a party to, and be bound by the provisions of the Unit Agreement as if he had signed the original and agrees that the parties to the Unit Agreement are those that sign the original, any counterparts or any instrument that evidences an intention to be so bound.

EXECUTED as of the 22nd day of September, 1972.

AMOCO PRODUCTION COMPANY

J. Borland  
Attorney in Fact



ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

ROYALTY INTEREST OWNER  
AGREEMENT TO BECOME A PARTY TO UNIT AGREEMENT  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

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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 defined in the Unit Agreement as a Royalty Interest Owner may become a party to the agreement by signing the original, counterpart, or other instrument that evidences an intention to be bound by the terms of the agreement.

Now, therefore, each of the persons who signs this instrument is or claims to be a Royalty Interest Owner in one or more of the Tracts described in Exhibit B of the Unit Agreement, and each agrees to become a party to, and be bound by the provisions of the Unit Agreement as if he had signed the original and agrees that the parties to the Unit Agreement are those that sign the original, any counterparts or any instrument that evidences an intention to be so bound.

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

Nancy Harris

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

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

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

ROYALTY INTEREST OWNER  
AGREEMENT TO BECOME A PARTY TO UNIT AGREEMENT  
BRONCO (WOLFCAMP) UNIT, LEA COUNTY, NEW MEXICO

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

*Paula Lervey Harris*

*Vicki Joyce Harris*

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

BRONCO WOLFCAMP UNIT

Table Showing Ownership of Tracts in Unit

<u>NAME</u>	<u>TYPE OF INTEREST</u>	<u>INTEREST</u>	<u>REMARKS</u>
		<u>TRACT I</u>	
Ray G. Barton	RI	.0041813	
W. T. Berry	RI	.0004181	
The Blanco Co.	RI	.0047040	
Zelma Burdass	RI	.0104166	
C. L. Chase	RI	.0004182	
Willie June Crow	RI	.0031360	
Bobbie Jean Lipscomb Daubert	ORI	.0511231	
T. J. Brown, Exec. Est. of W. E. Dechicchis	RI	.0041813	
E. S. Carter	RI	.0106623	
W. E. Howell The Ral. Lowe	RI	.0004182	
James Jennings	RI	.0049352	
Lucy S. and Thomas B. King	RI	.0008363	
W. E. Lipscomb	ORI	.0511231	
	RI	.0008362	
	RI	.0468750	
	ORI	.0078125	
	RI	.0030811	
	RI	.0004181	
	RI	.0117108	
	RI	.0351363	
	RI	.0008362	
Alma E. Thompson	RI	.0104167	
W. E. Green Foundation	ORI	.0511231	
	RI	.0104167	
W. E. Green Co., Inc.	RI	.7000000	

BEFORE RECORDING MUTTER  
 OF COUNTY OF TAMARAC, FLORIDA  
**TAMARAC** COUNTY NO. 1  
 CASE NO. 4959-4960

<u>NAME</u>	<u>TYPE OF INTEREST</u>	<u>INTEREST</u>	<u>REMARKS</u>
		<u>TRACT II</u>	
Ben Ed Epperson, Jr.	MI	.0078125	Unleased MI
Lewis Sneed Derrick	MI	.0078125	Unleased MI
Dale Doyle Derrick	MI	.0078125	Unleased MI
Roy G. Barton	RI	.0041813	
W. T. Berry	RI	.0004181	
The Blanco Co.	RI	.0047040	
Zelma Burruss	RI	.0104166	
C. L. Chase	RI	.0004182	
Billie June Crow	RI	.0031360	
Bobbie Jean Lipscomb Daubert	ORI	.0511231	
T. J. Brown, Exec. Est. of R. E. Dechicchis	RI	.0041813	
E. S. Grear	RI	.0106623	
R. E. Howell c/o Ralph Lowe	RI	.0004182	
James Jennings	RI	.0049352	
Betty S. and Thomas B. King	RI	.0008363	
Nicie W. Lipscomb	ORI	.0511231	
J. H. Lowe	RI	.0008362	
Lowe Land Co.	RI	.0234375	
Lowe Land Co.	ORI	.0078125	
Alan Q. Norwood	RI	.0030811	
Cecil P. Pope	RI	.0004181	
H. Dillard Schenck	RI	.0117188	
J. E. Simmons	RI	.0351563	
Charles L. Snure	RI	.0008362	
Alma L. Ball Sympson	RI	.0104167	Unsigned
William K. Warren Foundation	ORI	.0258789	
Thelma Wood	RI	.0104167	
Tamarack Petroleum Co., Inc.	WI	.7000000	

*have not been able to contact*

<u>NAME</u>	<u>TYPE OF INTEREST</u>	<u>INTEREST</u>	<u>REMARKS</u>
			<u>TRACT III</u>
A. S. Barker	ORI	.0156250	
Lawrence Chaffin	WI	.0224702	
Diana Conkling	WI	.0022470	
Equity Investment Co.	WI	.0067411	
Elizabeth Graham c/o Diana G. Conkling	WI	.0539285	
Continental Illinois Bank Acct. Grove Oil & Gas	PP	.2876188	
Hollis Ward Harris	RI	.0104165	
Naomi F. Harris Individ. & Admin. Estate of H. H. Harris	RI	.0625000	
Nancy Harris	RI	.0104174	
Prentice Harvey Harris	RI	.0104165	
Quimby Florence Harris	RI	.0104165	
Viola Clarice Korngay	RI	.0104165	
First National Bank Acct. Claude L. Milburn	ORI	.0102187	
S. T. Miller	ORI	.0051094	
Louis E. Nohl	WI	.0224702	
Joseph D. Peeler Muskick, Peeler & Garrett	WI	.0224702	
Bea H. Stephens	RI	.0104165	
Tenneco	ORI	.0976563	
Tenneco	PP	.0273437	
Mary Trainer	WI	.0179761	
Georganna Uihlein Nov. 1, 1970 Trust	WI	.0119841	
John Uihlein Nov. 1, 1970 Trust	WI	.0119841	
Joseph Uihlein Nov. 1, 1970 Trust	WI	.0119842	
Robert A. Uihlein, Jr.	WI	.0179762	
Universal Resources	WI	.1932439	
Forrest Wallace	WI	.0179762	
Frederick Whitman	WI	.0179762	

<u>NAME</u>	<u>TYPE OF INTEREST</u>	<u>INTEREST</u>	<u>REMARKS</u>
			<u>TRACT IV</u>
Roy G. Barton	RI	.0041813	
W. T. Berry c/o Ralph Lowe	RI	.0004181	
The Blanco Co.	RI	.0047040	
Zelma Burruss	RI	.0104167	
C. L. Chase	RI	.0004181	
Billie June Crow	RI	.0031360	
Bobbie Jean Lipscomb Daubert	ORI	.0511230	
T. J. Brown, Exec. Est. of R. E. Dechicchis	RI	.0041813	
Nicie W. Lipscomb Ellis	ORI	.0511230	
E. S. Grear	RI	.0106623	
Continental Illinois Bank Acct. Grove Oil & Gas	PP	.5600000	
R. E. Howell c/o Ralph Lowe	RI	.0004181	
James Jennings	RI	.0049352	
Betty S. and Thomas B. King	RI	.0008363	
J. H. Lowe	RI	.0008363	
Lowe Land Co.	RI	.0468750	
Lowe Land Co.	ORI	.0078125	
Alan Q. Norwood	RI	.0030811	
Cecil P. Pope	RI	.0004181	
Samedan Oil Co.	ORI	.0100000	
H. Dillard Schenck	RI	.0117187	
J. E. Simmons	RI	.0351563	
Charles L. Snur�	RI	.0008363	
Alma L. Ball Sympson	RI	.0104167	Unsigned
Mary Trainer	WI	.0325000	
Georganna Uihlein Nov. 1, 1970 Trust	WI	.0216667	
John Uihlein Nov. 1, 1970 Trust	WI	.0216667	

<u>NAME</u>	<u>TYPE OF INTEREST</u>	<u>INTEREST</u>	<u>REMARKS</u>
<u>TRACT IV</u>			
Joseph Uihlein Nov. 1, 1970 Trust	WI	.0216666	
Robert Uihlein	WI	.0325000	
William K. Warren Foundation	ORI	.0258789	
Thelma Wood	RI	.0104167	
<u>TRACT V</u>			
A. S. Barker	ORI	.0156250	
Roy G. Barton	RI	.0041813	
W. T. Berry c/o Ralph Lowe	RI	.0004181	
The Blanco Co.	RI	.0047040	
Zelma Burruss	RI	.0104170	
Lawrence Chaffin	WI	.0205791	
C. L. Chase	RI	.0004181	
Diana Conkling	WI	.0020579	
Billie June Crow	RI	.0031360	
Bobbie Jean Lipscomb Daubert	ORI	.0511230	
T. J. Brown, Exec. Est. of R. E. Dechicchis	RI	.0041813	
Equity Investment Co.	WI	.0061737	
Elizabeth Graham c/o Diana G. Conkling	WI	.0493898	
E. S. Grear	RI	.0106624	
Continental Illinois Bank Acct. Grove Oil & Gas	PP	.2800000	
R. E. Howell c/o Ralph Lowe	RI	.0004181	
James Jennings	RI	.0049352	
Betty S. and Thomas B. King	RI	.0008362	
Nicie Lipscomb	ORI	.0511230	
J. H. Lowe	RI	.0008362	
Lowe Land Co.	RI	.0468750	
Lowe Land Co.	ORI	.0078125	
S. T. Miller	ORI	.0051093	

<u>NAME</u>	<u>TYPE OF INTEREST</u>	<u>INTEREST</u>	<u>REMARKS</u>
			<u>TRACT V</u>
Louis E. Nohl	WI	.0205791	
Alan Norwood	RI	.0030811	
Joseph Peeler Muskick, Peeler & Garrett	WI	.0205791	
Cecil Pope	RI	.0004181	
H. Dillard Schenck	RI	.0117188	
J. E. Simmons	RI	.0351563	
Charles L. Snure	RI	.0008362	
Alma L. Ball Sympson	RI	.0104166	Unsigned
Mary Trainer	WI	.0175000	
Georganna Uihlein Nov. 1, 1970 Trust	WI	.0116666	
John Uihlein Nov. 1, 1970 Trust	WI	.0116667	
Joseph Uihlein Nov. 1, 1970 Trust	WI	.0116667	
Robert Uihlein	WI	.0175000	
Universal Resources	WI	.1769803	
Forrest Wallace	WI	.0164634	
William K. Warren Foundation	ORI	.0258789	
Frederick Whitman	WI	.0164633	
Thelma Wood	RI	.0104166	
			<u>TRACT VI</u>
Amoco Production Co.	RI	.0247795	
Prentice Harvey Harris	RI	.0083517	
Viola Clarice Kornegay	RI	.0083517	
Hollis Ward Harris	RI	.0083517	
Quimby Florence Harris	RI	.0083517	
Bea Etta Stephens	RI	.0083517	
Texaco, Inc.	WI	.8750000	
Naomi F. Harris Indiv. & Admin. Estate of Harry H. Harris	RI	.0501103	
Nancy J. Harris	RI	.0083517	



STATE OF NEW MEXICO  
**ENERGY AND MINERALS DEPARTMENT**  
OIL CONSERVATION DIVISION

TONEY ANAYA  
GOVERNOR

March 25, 1983

POST OFFICE BOX 2088  
STATE LAND OFFICE BUILDING  
SANTA FE, NEW MEXICO 87501  
(505) 827-5800

James T. Jennings  
Jennings & Christy  
Attorneys at Law  
Box 1180  
Roswell, New Mexico 88201

Re: Case No. 4959  
Order No. R-4529  
Bronco-Wolfcamp Unit Area

Dear Mr. Jennings:

In reference to your letter of March 23, 1983, concerning the above-referenced unit, as far as I can tell from the case file, the unit is still in force and has not been expanded at all. The original order is still in effect with no modifications.

If you need further information, please let me know.

Sincerely,

Florene Davidson  
Staff Specialist

DRAFT

*(Handwritten initials)*

BEFORE THE OIL CONSERVATION COMMISSION  
OF THE STATE OF NEW MEXICO

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

*(Handwritten signature)*

*(Handwritten signature)*

*(Handwritten signature)*

*(Handwritten signature)*

CASE No. 4959

Order No. R- 4529

APPLICATION OF TAMARACK PETROLEUM COMPANY, INC.  
FOR APPROVAL OF THE BRONCO WOLFCAMP  
UNIT AGREEMENT, LEA, COUNTY, NEW MEXICO.

*(Handwritten notes and scribbles)*

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 9 o'clock a.m. on  
May 9, 19673, at Santa Fe, New Mexico, before Examiner  
Daniel S. Nutter.

NOW, on this \_\_\_\_\_ day of May, 19673, the Commission,  
a quorum being present, having considered the testimony, the record,  
and the recommendations of the Examiner, and being fully advised  
in the premises,

FINDS:

(1) That due public notice having been given as required by  
law, the Commission has jurisdiction of this cause and the subject  
matter thereof.

(2) That the applicant, Tamarack Petroleum Company, Inc.,  
seeks approval of the Bronco Wolfcamp Unit Agreement  
covering 762 acres, more or less, of ~~State~~ ~~Federal~~ ~~and~~ Fee lands  
described as follows:

LEA COUNTY, NEW MEXICO  
TOWNSHIP 12 SOUTH, RANGE 38 EAST, NMPM  
Section 35: S/2

TOWNSHIP 13 SOUTH, RANGE 38 EAST, NMPM  
Section 2: N/2, E/2 SW/4, and W/2 SE/4

Table Showing Ownership of Tracts in Unit

<u>NAME</u>	<u>TYPE OF INTEREST</u>	<u>INTEREST</u>	<u>REMARKS</u>
			<u>TRACT I</u>
George G. Johnson	RI	.0041813	
Th. J. King	RI	.0004181	
The Blount Co.	RI	.0047040	
Helma B. Huss	RI	.0104166	
J. H. Crow	RI	.0004182	
William Gene Crow	RI	.0031360	
George W. Eppscomb Huber	ORI	.0511231	
J. H. King, Exec. of George E. Deshiccis	RI	.0041813	
St. John	RI	.0106623	
Edward W. King of the Love	RI	.0004182	
James Jennings	RI	.0049352	
Desty S. and Thomas B. King	RI	.0008363	
Nicie W. Eppscomb	ORI	.0511231	
J. H. Lowe	RI	.0008362	
Love Land Co.	RI	.0468750	
Love Land Co.	ORI	.0078125	
John Q. Norwood	RI	.0030811	
Paul P. Pope	RI	.0004181	
Robert R. Rank	RI	.0117168	
Robert R. Rank	RI	.0331363	
Charles E. Shure	RI	.0008362	
William W. Symson	RI	.0104187	Under
William W. Warren Foundation	ORI	.0258759	
William W. Warren	RI	.0104187	
Warren Petroleum Co., Inc.	WI	.7000000	

<u>NAME</u>	<u>TYPE OF INTEREST</u>	<u>INTEREST</u>	<u>REMARKS</u>
		<u>TRACT II</u>	
Ben Ed Epperson, Jr. ✓	MI	.0078125	Unleased MI
Lewis Sneed Derrick,	MI	.0078125	Unleased MI
Dale Doyle Derrick ✓	MI	.0078125	Unleased MI
Roy G. Barton	RI	.0041813	
W. T. Berry	RI	.0004181	
The Blanco Co.	RI	.0047040	
Zelma Burruss	RI	.0104166	
C. L. Chase	RI	.0004182	
Billie June Crow	RI	.0031360	
Bobbie Jean Lipscomb Daubert	ORI	.0511231	
T. J. Brown, Exec. Est. of R. E. Dechicchis	RI	.0041813	
E. S. Grear	RI	.0106623	
R. E. Howell c/o Ralph Lowe	RI	.0004182	
James Jennings	RI	.0049352	
Betty S. and Thomas B. King	RI	.0008363	
Nicie W. Lipscomb	ORI	.0511231	
J. H. Lowe	RI	.0008362	
Lowe Land Co.	RI	.0234375	
Lowe Land Co.	ORI	.0078125	
Alan Q. Norwood	RI	.0030811	
Cecil P. Pope	RI	.0004181	
H. Dillard Schenck	RI	.0117188	
J. E. Simmons	RI	.0351563	
Charles L. Snure	RI	.0008362	
Alma L. Ball Sympson	RI	.0104167	Unsigned
William K. Warren Foundation	ORI	.0258789	
Thelma Wood	RI	.0104167	
Tamarack Petroleum Co., Inc.	WI	.7000000	

<u>NAME</u>	<u>TYPE OF INTEREST</u>	<u>INTEREST</u>	<u>REMARKS</u>
			<u>TRACT III</u>
A. S. Barker	ORI	.0156250	
Lawrence Chaffin	WI	.0224702	
Diana Conkling	WI	.0022470	
Equity Investment Co.	WI	.0067411	
Elizabeth Graham c/o Diana G. Conkling	WI	.0539285	
Continental Illinois Bank Acct. Grove Oil & Gas	PP	.2876188	
Hollis Ward Harris	RI	.0104165	
Naomi F. Harris Individ. & Admin. Estate of H. H. Harris	RI	.0625000	
Nancy Harris	RI	.0104174	
Prentice Harvey Harris	RI	.0104165	
Quimby Florence Harris	RI	.0104165	
Viola Clarice Korngay	RI	.0104165	
First National Bank Acct. Claude L. Milburn	ORI	.0102187	
S. T. Miller	ORI	.0051094	
Louis E. Nohl	WI	.0224702	
Joseph D. Peeler Muskick, Peeler & Garrett	WI	.0224702	
Bea H. Stephens	RI	.0104165	
Tenneco	ORI	.0976563	
Tenneco	PP	.0273437	
Mary Trainer	WI	.0179761	
Georganna Uihlein Nov. 1, 1970 Trust	WI	.0119841	
John Uihlein Nov. 1, 1970 Trust	WI	.0119841	
Joseph Uihlein Nov. 1, 1970 Trust	WI	.0119842	
Robert A. Uihlein, Jr.	WI	.0179762	
Universal Resources	WI	.1932439	
Forrest Wallace	WI	.0179762	
Frederick Whitman	WI	.0179762	

<u>NAME</u>	<u>TYPE OF INTEREST</u>	<u>INTEREST</u>	<u>REMARKS</u>
			<u>TRACT IV</u>
Roy G. Barton	RI	.0041813	
W. T. Berry c/o Ralph Lowe	RI	.0004181	
The Blanco Co.	RI	.0047040	
Zelma Burruss	RI	.0104167	
C. L. Chase	RI	.0004181	
Billie June Crow	RI	.0031360	
Bobbie Jean Lipscomb Daubert	ORI	.0511230	
T. J. Brown, Exec. Est. of R. E. Dechicchis	RI	.0041813	
Nicie W. Lipscomb Ellis	ORI	.0511230	
E. S. Grear	RI	.0106623	
Continental Illinois Bank Acct. Grove Oil & Gas	PP	.5600000	
R. E. Howell c/o Ralph Lowe	RI	.0004181	
James Jennings	RI	.0049352	
Betty S. and Thomas B. King	RI	.0008363	
J. H. Lowe	RI	.0008363	
Lowe Land Co.	RI	.0468750	
Lowe Land Co.	ORI	.0078125	
Alan Q. Norwood	RI	.0030811	
Cecil P. Pope	RI	.0004181	
Samedan Oil Co.	ORI	.0100000	
H. Dillard Schenck	RI	.0117187	
J. E. Simmons	RI	.0351563	
Charles L. Snure	RI	.0008363	
Alma L. Ball Sympson ✓	RI	.0104167	Unsigned
Mary Trainer	WI	.0325000	
Georganna Uihlein Nov. 1, 1970 Trust	WI	.0216667	
John Uihlein Nov. 1, 1970 Trust	WI	.0216667	

<u>NAME</u>	<u>TYPE OF INTEREST</u>	<u>INTEREST</u>	<u>REMARKS</u>
			<u>TRACT IV</u>
Joseph Uihlein Nov. 1, 1970 Trust	WI	.0216666	
Robert Uihlein	WI	.0325000	
William K. Warren Foundation	ORI	.0258789	
Thelma Wood	RI	.0104167	
			<u>TRACT V</u>
A. S. Barker	ORI	.0156250	
Roy G. Barton	RI	.0041813	
W. T. Berry c/o Ralph Lowe	RI	.0004181	
The Blanco Co.	RI	.0047040	
Zelma Burruss	RI	.0104170	
Lawrence Chaffin	WI	.0205791	
C. L. Chase	RI	.0004181	
Diana Conkling	WI	.0020579	
Billie June Crow	RI	.0031360	
Bobbie Jean Lipscomb Daubert	ORI	.0511230	
T. J. Brown, Exec. Est. of R. E. Dechicchis	RI	.0041813	
Equity Investment Co.	WI	.0061737	
Elizabeth Graham c/o Diana G. Conkling	WI	.0493898	
E. S. Gear	RI	.0106624	
Continental Illinois Bank Acct. Grove Oil & Gas	PP	.2800000	
R. E. Howell c/o Ralph Lowe	RI	.0004181	
James Jennings	RI	.0049352	
Betty S. and Thomas B. King	RI	.0008362	
Nicie Lipscomb	ORI	.0511230	
J. H. Lowe	RI	.0008362	
Lowe Land Co.	RI	.0468750	
Lowe Land Co.	ORI	.0078125	
S. T. Miller	ORI	.0051093	

<u>NAME</u>	<u>TYPE OF INTEREST</u>	<u>INTEREST</u>	<u>REMARKS</u>
			<u>TRACT V</u>
Louis E. Nohl	WI	.0205791	
Alan Norwood	RI	.0030811	
Joseph Peeler Muskick, Peeler & Garrett	WI	.0205791	
Cecil Pope	RI	.0004181	
H. Dillard Schenck	RI	.0117188	
J. E. Simmons	RI	.0351563	
Charles L. Snure	RI	.0008362	
Alma L. Ball Sympson ✓	RI	.0104166	Unsigned
Mary Trainer	WI	.0175000	
Georganna Uihlein Nov. 1, 1970 Trust	WI	.0116666	
John Uihlein Nov. 1, 1970 Trust	WI	.0116667	
Joseph Uihlein Nov. 1, 1970 Trust	WI	.0116667	
Robert Uihlein	WI	.0175000	
Universal Resources	WI	.1769803	
Forrest Wallace	WI	.0164634	
William K. Warren Foundation	ORI	.0258789	
Frederick Whitman	WI	.0164633	
Thelma Wood	RI	.0104166	
			<u>TRACT VI</u>
Amoco Production Co.	RI	.0247795	
Prentice Harvey Harris	RI	.0083517	
Viola Clarice Kornegay	RI	.0083517	
Hollis Ward Harris	RI	.0083517	
Quimby Florence Harris	RI	.0083517	
Bea Etta Stephens	RI	.0083517	
Texaco, Inc.	WI	.8750000	
Naomi F. Harris Indiv. & Admin. Estate of Harry H. Harris	RI	.0501103	
Nancy J. Harris	RI	.0083517	