

STATE/FEE EXPLORATORY UNIT
[Revised February 12, 2004]

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE
BUTTON MESA SAN ANDRES UNIT AREA
CHAVES AND LEA COUNTIES, NEW MEXICO

NO. _____

OCD Case No. 15587

**ROCKCLIFF
Exhibit # 1**

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE
BUTTON MESA SAN ANDRES UNIT AREA
CHAVES AND LEA COUNTIES, NEW MEXICO

NO. _____

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UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE
BUTTON MESA SAN ANDRES UNIT AREA
CHAVES AND LEA COUNTIES, NEW MEXICO

NO. _____

THIS AGREEMENT, entered into as of the _____ day of _____, 2016, by and between the parties subscribing, ratifying, or consenting hereto, and herein referred to as the "parties hereto";

WITNESSETH:

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

WHEREAS, the Commissioner of Public Lands of the State of New Mexico ("Commissioner") is authorized by an Act of the Legislature (NMSA 1978, §§19-10-45, 19-10-46, as amended) to consent to or approve this Agreement or operation of State Lands under agreements made by lessees of State Land jointly or severally with other lessees where such agreements provide for the unit operation or development of part or all of any oil or gas pool, field, or area; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (NMSA 1978, §19-10-47, as amended) to amend with the approval of lessee, evidenced by the lessee's execution of such agreement or otherwise, any oil and gas lease embracing State Lands so that the length of the term of said lease may coincide with the term of such agreements for the unit operation and development of part or all of any oil or gas pool, field or area; and

WHEREAS, the Oil Conservation Division of the Energy, Minerals and Natural Resources Department of the State of New Mexico (hereinafter referred to as "Division", is authorized by an act of the Legislature (NMSA 1978, §70-2-1 *et seq.*, as amended) to approve this Agreement and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interests in the Button Mesa San Andres 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. UNIT AREA. The following described land is hereby designated and recognized as constituting the unit area:

Township 8 South, Range 32 East, N.M.P.M., Chaves County, New Mexico

- Section 14: ALL
- Section 15: ALL
- Section 21: E½
- Section 22: ALL
- Section 23: ALL
- Section 26: ALL
- Section 27: ALL
- Section 28: ALL
- Section 29: E½
- Section 32: ALL
- Section 33: ALL
- Section 34: ALL
- Section 35: ALL

Township 9 South, Range 32 East, N.M.P.M., Lea County, New Mexico

- Section 3: ALL
- Section 4: ALL
- Section 9: N½
- Section 10: N½

Containing 9,602.72 total acres, more or less.

Chaves and Lea Counties, New Mexico.

Exhibit "A" attached hereto is a map showing the unit area and the boundaries and identity of tracts and leases in said area to the extent known to the Unit Operator. Exhibit "B" attached hereto is a schedule showing to the extent known to the Unit Operator the acreage, percentage and kind of ownership of oil and gas interests in all lands in the unit area. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown on said map or schedule as owned by such party. Exhibits "A" and "B" shall be revised by the Unit Operator whenever changes in ownership in the unit area render such revisions necessary or when requested by the Commissioner of Public Lands, hereinafter referred to as "Commissioner", or the Oil Conservation Division, hereinafter referred to as "Division".

All land committed to this Agreement shall constitute land referred to herein as "Unitized Land" or "land subject to this Agreement".

2. UNITIZED SUBSTANCES. All oil, gas, natural gasoline, and associated fluid hydrocarbons in the San Andres formation, the correlative interval of which is identified as the stratigraphic equivalent of the interval between 3,397 feet to 4,807 feet as depicted on the Spectral Density-Dual Spaced Neutron log dated June 3, 1995, for the Apache Corp. State 28-1 well (API No. 30-005-21136) located in Section 28, Township 8 South, Range 32 East, N.M.P.M., Chaves County, New Mexico, of the Unitized Land are unitized under the terms of this Agreement and herein are called "Unitized Substances".

3. UNIT OPERATOR. Rockcliff Operating New Mexico LLC, with an address of 1301 McKinney Street, Suite 1300, Houston, TX 77010, is hereby designated as Unit Operator and by signature hereto commits to this Agreement all interest in Unitized Substances vested in it as set forth in Exhibit "B", and agrees and consents to accept the duties and obligations of Unit Operator for the discovery, development, and production of Unitized Substances as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in the capacity and not as an owner of interest in Unitized Substances, and the term "working interest owner" when used herein shall include or refer to Unit Operator as the owner of a working interest only when such an interest is owned by it.

4. RESIGNATIONS OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the right to resign at any time, in accordance with that certain Operating Agreement dated June 1, 2016, by and between Rockcliff Operating New Mexico LLC, as Operator, and Energex, LLC, et al., as Non-operators, but such resignation shall not become effective until a successor Unit Operator has been selected and approved in the manner provided for in Section 5 of this Agreement. The resignation of Unit Operator shall not release Unit Operator from any liability for any default by it hereunder occurring prior to the effective date of its resignation.

The Unit Operator may, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by the same percentage vote of the owners of working interests as herein provided for the selection of a new Unit Operator and in accordance with that certain Joint Operating Agreement dated June 1, 2016, by and between Rockcliff Operating New Mexico LLC, as Operator, and Energex, LLC, et al., as Non-operators. Such removal shall be effective upon notice thereof to the Land Commissioner and the Division.

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

5. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall tender its resignation as Unit Operator or shall be removed as hereinabove provided, the owners of the working interests according to their respective acreage interest in all Unitized Land shall, pursuant to the requirements of that certain Operating Agreement dated June 1, 2016, by and between Rockcliff Operating New Mexico LLC, as Operator, and Energex, LLC, et al., as Non-operators, by a majority vote select a successor Unit Operator; provided that, if a majority but less than seventy-five percent (75%) of the working interests qualified to vote is owned by one party to this Agreement, a concurring vote of sufficient additional parties, so as to constitute in the aggregate not less than seventy-five percent (75%) of the total working interests, shall be required to select a new operator. Such selection shall not become effective until (a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and (b) the selection shall have been approved by the Land Commissioner. If no successor Unit Operator is selected and qualified as herein provided, the Commissioner at his election, with notice to the Division, may declare this Unit Agreement terminated.

6. 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 that certain Operating Agreement dated June 1, 2016, by and between Rockcliff Operating New Mexico LLC, as Operator, and Energex, LLC, et al., as Non-operators, separately or collectively. The June 1, 2016 Operating Agreement shall herein be referred to as the "Unit Operating Agreement" or "UOA". Such Unit Operating Agreement shall also provide the manner in which the working interest owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases, or other independent contracts, and such other rights and obligations as between Unit Operator and the working interest owners as may be agreed upon by Unit Operator and the working interest owners; however, the UOA shall not be deemed either to modify any of the terms and conditions of this Unit Agreement or to relieve the Unit Operator of any right or obligation established under this Unit Agreement, and in case of any inconsistency or conflict between this Agreement and the Unit Operating Agreement, this Unit Agreement shall prevail.

7. 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 Unit Operator and, together with this Agreement, shall constitute and define the rights, privileges, and obligations of Unit Operator. Nothing herein, however, shall be construed to transfer title to any land or to any lease or operating agreement, it being understood that under this Agreement the Unit Operator, in its capacity as Unit Operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein specified.

8. DRILLING TO DISCOVERY. The Unit Operator shall, within sixty (60) days after the effective date of this Agreement, commence operations upon an adequate test well for oil and gas upon some part of the lands embraced within the Unit Area and shall drill said well with due diligence to a depth sufficient to attain the top of the San Andres formation or to such a depth as Unitized Substances shall be discovered in paying quantities at a lesser depth or until it shall, in the opinion of Unit Operator, be determined that the further drilling of said well shall be unwarranted or impracticable; provided, however, that Unit Operator shall not, in any event, be required to drill said well to a depth in excess of the base of the San Andres formation or 4,807 feet, whichever is deeper. Until a discovery of a deposit of Unitized Substances capable of being produced in paying quantities (to wit: quantities sufficient to repay the costs of drilling and producing operations with a reasonable profit) Unit Operator shall continue drilling diligently, one well at a time, allowing not more than six months between the completion of one well and the beginning of the next well, until a well capable of producing Unitized Substances in paying quantities is completed to the satisfaction of the Commissioner or until it is reasonably proven to the satisfaction of the Unit Operator that the Unitized Land is incapable of producing Unitized Substances in paying quantities in the formation drilled hereunder.

Any well commenced prior to the effective date of this Agreement upon the Unit Area and drilled to the depth provided herein for the drilling of an initial test well shall be considered as complying with the drilling requirements hereof with respect to the initial well. The Commissioner may modify the drilling requirements of this section by granting reasonable extensions of time when in his opinion such action is warranted. Upon failure to comply with the drilling provisions of this article the Commissioner may, after reasonable notice to the Unit Operator and each working interest owner, lessee and lessor at their last known addresses, declare this Unit Agreement terminated, and all rights privileges and obligations granted and assumed by this Unit Agreement shall cease and terminate as of such date.

9. OBLIGATIONS OF UNIT OPERATOR AFTER DISCOVERY OF UNITIZED SUBSTANCES. Should Unitized Substances in paying quantities be discovered upon the Unit Area, the Unit Operator shall on or before six months from the time of the completion of the initial discovery well and within thirty days after the expiration of each twelve months period thereafter, file a report with the Commissioner and Division of the status of the development of the unit area and the development contemplated for the following twelve months period.

It is understood that one of the main considerations for the approval of this Agreement by the Commissioner of Public Lands is to secure the orderly development of the Unitized Lands in accordance with good conservation practices so as to obtain the greatest ultimate recovery of Unitized Substances.

After discovery of Unitized Substances in paying quantities, Unit Operator shall proceed with diligence to reasonably develop the Unitized Area as a reasonably prudent operator would develop such area under the same or similar circumstances.

If the Unit Operator should fail to comply with the above covenant for reasonable development this Agreement may be terminated by the Commissioner as to all lands of the State of New Mexico embracing undeveloped regular well spacing or proration units, but in such event, the basis of participation by the working interest owners shall remain the same as if this Agreement had not been terminated as to such lands; provided, however, the Commissioner shall give notice to the Unit Operator and the lessees of record in the manner prescribed by (NMSA 1978, §19-10-20), of intention to cancel on account of any alleged breach of said covenant for reasonable development and any decision entered thereunder shall be subject to appeal in the manner prescribed by (NMSA 1978, §19-10-23), and, provided further, in any event the Unit Operator shall be given a reasonable opportunity after a final determination within which to remedy any default, failing in which this Agreement shall be terminated as to all lands of the State of New Mexico embracing undeveloped regular well spacing or proration units.

Notwithstanding any of the provisions of this Agreement to the contrary, all undeveloped regular well spacing or proration unit tracts within the unit boundaries shall be automatically eliminated from this Agreement and shall no longer be a part of the unit or be further subject to the terms of this Agreement unless at the expiration of five (5) years after the first day of the month following the effective date of this Agreement diligent drilling operations are in progress on said tracts.

10. PARTICIPATION AFTER DISCOVERY. Upon completion of a well capable of producing Unitized Substances in paying quantities the owners of working interests shall participate in the production therefrom and in all other producing wells which may be drilled pursuant hereto in the proportions that their respective leasehold interests covered hereby on an acreage basis bears to the total number of acres committed to this Unit Agreement, and such Unitized Substances shall be deemed to have been produced from the respective leasehold interests participating therein. For the purpose of determining any benefits accruing under this Agreement and the distribution of the royalties payable to the State of New Mexico and other lessors, each separate lease shall have allocated to it such percentage of said production as the number of acres in each lease respectively committed to this Agreement bears to the total number of acres committed hereto.

Notwithstanding any provisions contained herein to the contrary, each working interest owner shall have the right to take such owner's proportionate share of the Unitized Substances in kind or to personally sell or dispose of the same, and nothing herein contained shall be considered as giving or granting to the Unit Operator the right to sell or otherwise dispose of the proportionate share of any working interest owner without specific authorization from time to time so to do.

11. ALLOCATION OF PRODUCTION. All Unitized Substances produced from each tract in the Unitized Area established under this Agreement, except any part thereof used for production or development purposes hereunder, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of the Unitized Land, and for the purpose of determining any benefits that accrue on an acreage basis, each such tract shall have allocated to it such percentage of said production as its area bears to the entire Unitized Area. It is hereby agreed that production of Unitized Substances from the Unitized Area shall be allocated as provided herein, regardless of whether any wells are drilled on any particular tracts of said Unitized Area.

12. PAYMENT OF RENTALS, ROYALTIES, AND OVERRIDING ROYALTIES. All rentals due to the State of New Mexico shall be paid by the respective lease owners in accordance with the terms of their leases.

All royalties due to the State of New Mexico under the terms of the leases committed to this Agreement shall be computed and paid on the basis of all Unitized Substances allocated to the respective leases committed hereto; provided, however, the State shall be entitled to take in kind its share of the Unitized Substances allocated to the respective leases, and in such case the Unit Operator shall make deliveries of such royally share in accordance with the terms of the respective leases.

All rentals, if any, due under any leases embracing lands other than the State of New Mexico, shall be paid by the respective lease owners in accordance with the terms of their leases and all royalties due under the terms of any such leases shall be paid on the basis of all Unitized Substances allocated to the respective leases committed hereto.

If the Unit Operator introduces gas obtained from sources other than the Unitized Substances into any producing formation for the purpose of repressuring, stimulating or increasing the ultimate recovery of Unitized Substances therefrom, a like amount of gas, if available, with due allowance for loss or depletion from any cause may be withdrawn from the formation into which the gas was introduced royalty free as to dry gas but not as to the products extracted therefrom; provided, that such withdrawal shall be at such time as may be provided in a plan of operation consented to by the Commissioner and approved by the Division is conforming to good petroleum engineering practices; and provided further, that such right of withdrawal shall terminate on the termination of this Unit Agreement.

If any lease committed hereto is burdened with an overriding royalty, payment out of production or other charge in addition to the usual royalty, the owner of each such lease shall bear and assume the same out of the Unitized Substances allocated to the lands embraced in each such lease as provided herein.

13. 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 Commissioner and 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, provided, drilling operations upon the initial test well provided for herein shall have been commenced or said well is in the process of being drilled by the Unit Operator prior to the expiration of the shortest term lease committed to this Agreement. 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 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 offset to wells as between the leasehold interests committed to this Agreement, except as provided in Section 9 hereof.

Any lease embracing lands of the State of New Mexico of which only a portion is committed hereto shall be segregated as to the portion committed and as to the portion not committed and the terms of such leases shall apply separately as two separate leases as to such segregated portions, commencing as of the effective date hereof. Notwithstanding any of the provisions of this Agreement to the contrary, any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto shall continue in full force and effect beyond the term provided therein as to all lands embraced within the Unitized Area and committed to this Agreement, in accordance with the terms of this Agreement. If oil and gas, or either of them, are discovered and are being produced in paying quantities from some part of the lands embraced in such lease which part is committed to this Agreement at the expiration of the fixed term of such lease, such production shall not be considered as production from lands embraced in such lease which are not within the Unitized Area, and which are not committed thereto, and drilling or reworking operations upon some part of the lands embraced within the Unitized Area and committed to this Agreement shall be considered as drilling and reworking operations only as to lands embraced within the Unit Agreement and not as to lands embraced within the lease and not committed to this Unit Agreement; provided, however, as to any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto upon which oil and gas, or either of them, has been discovered is discovered upon that portion of such lands not committed to this Agreement, and are being produced in paying quantities prior to the expiration of the fixed term of such lease, such production in paying quantities shall serve to continue such lease in full force and effect in accordance with its terms as to all of the lands embraced in said lease.

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

15. DRAINAGE. In the event a well or wells producing oil or gas in paying quantities should be brought in on land adjacent to the Unit Area draining Unitized Substances from the lands embraced therein, Unit Operator shall drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances.

16. COVENANTS RUN WITH LAND. The covenants herein shall be construed to be covenants running with the land with respect to the interests of the parties hereto and their successors in interest until this Agreement terminates, and any grant, transfer, or conveyance of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder to the grantee, transferee, or other successor in interest. No assignment or transfer of any working interest, royalty, or other interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, photocopy, or certified copy of the instrument of transfer.

17. EFFECTIVE DATE AND TERM. This Agreement shall become effective upon approval by the Commissioner and the Division and shall automatically terminate 5 years from said effective date unless (a) such date of expiration is extended by the Commissioner, or

(b) a valuable discovery of Unitized Substances has been made on Unitized Land during said initial term or any extension thereof in which event this Agreement shall remain in effect so long as Unitized Substances are being produced in paying quantities from the Unitized Land and, should production cease, so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as the Unitized Substances so discovered are being produced as aforesaid. This Agreement may be terminated at any time by not less than seventy-five percent (75%) on an acreage basis of the owners of the working interests, signatory hereto, with the approval of the Commissioner and with notice to the Division. Likewise, the failure to comply with the drilling requirements of Section 8 hereof, may subject this Agreement to termination as provided in said section.

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

19. APPEARANCES. Unit Operator shall, after notice to other parties affected, have the right to appear for and on behalf of any and all interests affected hereby, before the Commissioner of Public Lands and the Division, and to appeal from orders issued under the regulations of the Commissioner or Division, or to apply for relief from any of said regulations or in any proceedings on its own behalf relative to operations pending before the Commissioner or Division; provided, however, that any other interested party shall also have the right at its own expense to appear and to participate in any such proceedings.

20. NOTICES. All notices, demands, or statements required hereunder to be given or rendered to the parties hereto, shall be deemed fully given, if given in writing and sent by postpaid registered 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 hereto, or to such other address as any such party may have furnished in writing to party sending the notice, demand, or statement.

21. LOSS OF TITLE. In the event title to any tract of Unitized Land or substantial interest therein shall fail, and the true owner cannot be induced to join the Unit Agreement so that such tract is not committed to this Agreement, or the operation thereof hereunder becomes impracticable as a result thereof, such tract may be eliminated from the Unitized Area, and the interest of the parties readjusted as a result of such tract being eliminated from the Unitized Area. In the event of a dispute as to the title to any royalty, working, or other interest subject hereto, the Unit Operator may withhold payment or delivery of the allocated portion of the Unitized Substances involved on account thereof, without liability for 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.

22. SUBSEQUENT JOINDER. Any oil or gas interest in lands within the Unit Area not committed hereto, prior to the submission of the Agreement for final approval by the Commissioner and the Division, may be committed hereto by the owner or owners of such rights, subscribing or consenting to this Agreement, or executing a ratification thereof, and if such owner is also a working interest owner, by subscribing to the Unit Operating Agreement providing for the allocation of costs of exploration, development, and operation. A subsequent joinder shall be effective as of the first day of the month following the approval by the Commissioner and the filing with the Division of duly executed counterparts of the instrument or instruments committing the interest of such owner to this Agreement, but such joining party or parties, before participating in any benefits hereunder, shall be required to assume and pay to Unit Operator, their proportionate share of the unit expenses incurred prior to such party's or parties' joinder in the Unit Agreement, and the Unit Operator shall make appropriate adjustments caused by such joinder, without any retroactive adjustment of revenue.

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

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

UNIT OPERATOR AND WORKING INTEREST OWNER

ROCKCLIFF OPERATING NEW MEXICO LLC

DATED: _____

BY: _____
TITLE: _____
ADDRESS: 1301 McKinney Street, Suite 1300
Houston, TX 77010

DATED: _____

WORKING INTEREST OWNERS

ENERGEX, LLC

BY: _____
TITLE: _____
ADDRESS: _____

DATED: _____

PEDREGOSA PARTNERS, LLC

BY: _____
TITLE: _____
ADDRESS: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS)
)ss.
COUNTY OF HARRIS)

This instrument was acknowledged before me on this ___ day of _____, 2016, by _____
_____ of Rockcliff Operating New Mexico LLC, on behalf of said limited liability company.

Notary Public

My commission expires:

STATE OF TEXAS)
)ss.
COUNTY OF LUBBOCK)

This instrument was acknowledged before me on this ___ day of _____, 2016, by _____
_____ of Energen, LLC, on behalf of said limited liability company.

Notary Public

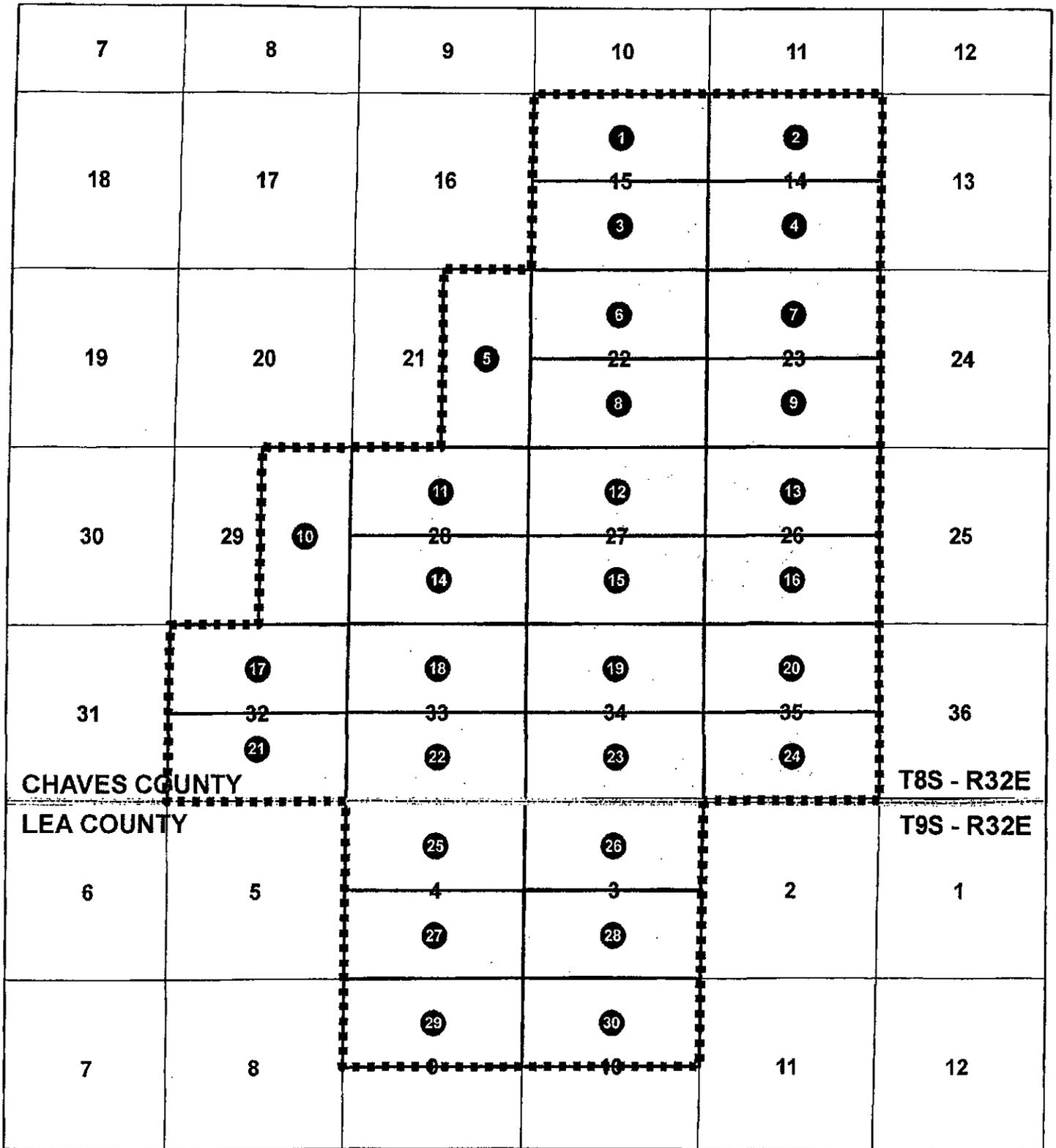
My commission expires:

STATE OF TEXAS)
)ss.
COUNTY OF DALLAS)

This instrument was acknowledged before me on this ___ day of _____, 2016, by _____
_____ of Pedregosa Partners, LLC, on behalf of said limited liability company.

Notary Public

My commission expires:



CHAVES COUNTY

LEA COUNTY

T8S - R32E

T9S - R32E

EXHIBIT "A"
BUTTON MESA UNIT
Chaves & Lea Counties, NM

NAD 1983 New Mexico
 State Plane East: Feet

 Button Mesa Unit
 NM State Leases

ROCKCLIFF OPERATING NEW MEXICO, LLC., OPERATOR

1 inch = 4,000 feet

Mapping By: Cypress Energy Corporation



EXHIBIT "B". SCHEDULE OF OWNERSHIP
 Within the BUTTON MESA SAN ANDRES UNIT
 Chaves and Lea Counties, New Mexico

TRACT NUMBER	DESCRIPTION OF LANDS	ACRES	SERIAL NUMBER AND EXPIRATION DATE	LESSEE OF RECORD	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
1	T8S-R32E, NMPM Section 15 N/2 Chaves County, NM	320.00	State of New Mexico V0-9923 9/1/2020	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC 1.33333% Chalcom Exploration, LLC 1.33334% Tim Lilley, et ux 1.33333% BriLi, LLC 1.33333%	Rockcliff Operating New Mexico LLC 60.00% Energex, LLC 30.00% Pedregosa Partners, LLC 10.00%
2	T8S-R32E, NMPM Section 14 N/2 Chaves County, NM	320.00	State of New Mexico V0-9934 9/1/2020	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC 1.33333% Chalcom Exploration, LLC 1.33334% Tim Lilley, et ux 1.33333% BriLi, LLC 1.33333%	Rockcliff Operating New Mexico LLC 60.00% Energex, LLC 30.00% Pedregosa Partners, LLC 10.00%
3	T8S-R32E, NMPM Section 15 S/2 Chaves County, NM	320.00	State of New Mexico V0-9935 9/1/2020	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC 1.33333% Chalcom Exploration, LLC 1.33334% Tim Lilley, et ux 1.33333% BriLi, LLC 1.33333%	Rockcliff Operating New Mexico LLC 60.00% Energex, LLC 30.00% Pedregosa Partners, LLC 10.00%
4	T8S-R32E, NMPM Section 14 S/2 Chaves County, NM	320.00	State of New Mexico V0-9922 9/1/2020	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC 1.33333% Chalcom Exploration, LLC 1.33334% Tim Lilley, et ux 1.33333% BriLi, LLC 1.33333%	Rockcliff Operating New Mexico LLC 60.00% Energex, LLC 30.00% Pedregosa Partners, LLC 10.00%
5	T8S-R32E, NMPM Section 21 E/2 Chaves County, NM	320.00	State of New Mexico VB-2620 1/1/2021	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC 0.81250% Chalcom Exploration, LLC 0.81250% Tim Lilley, et ux 0.81250% BriLi, LLC 0.81250%	Rockcliff Operating New Mexico LLC 60.00% Energex, LLC 30.00% Pedregosa Partners, LLC 10.00%
6	T8S-R32E, NMPM Section 22 N/2 Chaves County, NM	320.00	State of New Mexico V0-9936 9/1/2020	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC 1.33333% Chalcom Exploration, LLC 1.33334% Tim Lilley, et ux 1.33333% BriLi, LLC 1.33333%	Rockcliff Operating New Mexico LLC 60.00% Energex, LLC 30.00% Pedregosa Partners, LLC 10.00%
7	T8S-R32E, NMPM Section 23 N/2 Chaves County, NM	320.00	State of New Mexico V0-9937 9/1/2020	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC 1.33333% Chalcom Exploration, LLC 1.33334% Tim Lilley, et ux 1.33333% BriLi, LLC 1.33333%	Rockcliff Operating New Mexico LLC 60.00% Energex, LLC 30.00% Pedregosa Partners, LLC 10.00%
8	T8S-R32E, NMPM Section 22 S/2 Chaves County, NM	320.00	State of New Mexico V0-9924 9/1/2020	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC 1.33333% Chalcom Exploration, LLC 1.33334% Tim Lilley, et ux 1.33333% BriLi, LLC 1.33333%	Rockcliff Operating New Mexico LLC 60.00% Energex, LLC 30.00% Pedregosa Partners, LLC 10.00%

EXHIBIT "B". SCHEDULE OF OWNERSHIP
 Within the BUTTON MESA SAN ANDRES UNIT
 Chaves and Lea Counties, New Mexico

TRACT NUMBER	DESCRIPTION OF LANDS	ACRES	SERIAL NUMBER AND EXPIRATION DATE	LESSEE OF RECORD	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
9	T8S-R32E, NMPM Section 23 S/2 Chaves County, NM	320.00	State of New Mexico V0-9925 9/1/2020	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC 1.33333% Chalcom Exploration, LLC 1.33334% Tim Lilley, et ux 1.33333% BriLi, LLC 1.33333%	Rockcliff Operating New Mexico LLC 60.00% Energex, LLC 30.00% Pedregosa Partners, LLC 10.00%
10	T8S-R32E, NMPM Section 29 E/2 Chaves County, NM	320.00	State of New Mexico VB-2632 1/1/2021	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC 0.81250% Chalcom Exploration, LLC 0.81250% Tim Lilley, et ux 0.81250% BriLi, LLC 0.81250%	Rockcliff Operating New Mexico LLC 60.00% Energex, LLC 30.00% Pedregosa Partners, LLC 10.00%
11	T8S-R32E, NMPM Section 28 N/2 Chaves County, NM	320.00	State of New Mexico V0-9951 11/1/2020	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC 1.33333% Chalcom Exploration, LLC 1.33334% Tim Lilley, et ux 1.33333% BriLi, LLC 1.33333%	Rockcliff Operating New Mexico LLC 60.00% Energex, LLC 30.00% Pedregosa Partners, LLC 10.00%
12	T8S-R32E, NMPM Section 27 N/2 Chaves County, NM	320.00	State of New Mexico V0-9950 11/1/2020	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC 1.33333% Chalcom Exploration, LLC 1.33334% Tim Lilley, et ux 1.33333% BriLi, LLC 1.33333%	Rockcliff Operating New Mexico LLC 60.00% Energex, LLC 30.00% Pedregosa Partners, LLC 10.00%
13	T8S-R32E, NMPM Section 26 N/2 Chaves County, NM	320.00	State of New Mexico V0-9955 11/1/2020	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC 1.33333% Chalcom Exploration, LLC 1.33334% Tim Lilley, et ux 1.33333% BriLi, LLC 1.33333%	Rockcliff Operating New Mexico LLC 60.00% Energex, LLC 30.00% Pedregosa Partners, LLC 10.00%
14	T8S-R32E, NMPM Section 28 S/2 Chaves County, NM	320.00	State of New Mexico V0-9957 11/1/2020	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC 1.33333% Chalcom Exploration, LLC 1.33334% Tim Lilley, et ux 1.33333% BriLi, LLC 1.33333%	Rockcliff Operating New Mexico LLC 60.00% Energex, LLC 30.00% Pedregosa Partners, LLC 10.00%
15	T8S-R32E, NMPM Section 27 S/2 Chaves County, NM	320.00	State of New Mexico V0-9956 11/1/2020	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC 1.33333% Chalcom Exploration, LLC 1.33334% Tim Lilley, et ux 1.33333% BriLi, LLC 1.33333%	Rockcliff Operating New Mexico LLC 60.00% Energex, LLC 30.00% Pedregosa Partners, LLC 10.00%
16	T8S-R32E, NMPM Section 26 S/2 Chaves County, NM	320.00	State of New Mexico V0-9949 11/1/2020	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC 1.33333% Chalcom Exploration, LLC 1.33334% Tim Lilley, et ux 1.33333% BriLi, LLC 1.33333%	Rockcliff Operating New Mexico LLC 60.00% Energex, LLC 30.00% Pedregosa Partners, LLC 10.00%
17	T8S-R32E, NMPM	320.00	State of New Mexico VB-2621	Rockcliff Operating	Tierra Oil Company, LLC 0.81250%	Rockcliff Operating New Mexico LLC 60.00%

EXHIBIT "B". SCHEDULE OF OWNERSHIP
 Within the BUTTON MESA SAN ANDRES UNIT
 Chaves and Lea Counties, New Mexico

TRACT NUMBER	DESCRIPTION OF LANDS	ACRES	SERIAL NUMBER AND EXPIRATION DATE	LESSEE OF RECORD	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE		
	Section 32 N/2 Chaves County, NM		1/1/2021	New Mexico LLC	Chalcom Exploration, LLC Tim Lilley, et ux BriLi, LLC	0.81250% 0.81250% 0.81250%	Energex, LLC Pedregosa Partners, LLC	30.00% 10.00%
18	T8S-R32E, NMPM Section 33 N/2	320.00	State of New Mexico V0-9958 11/1/2020	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC Chalcom Exploration, LLC Tim Lilley, et ux BriLi, LLC	1.33333% 1.33334% 1.33333% 1.33333%	Rockcliff Operating New Mexico LLC Energex, LLC Pedregosa Partners, LLC	60.00% 30.00% 10.00%
19	T8S-R32E, NMPM Section 34 N/2 Chaves County, NM	320.00	State of New Mexico V0-9953 11/1/2020	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC Chalcom Exploration, LLC Tim Lilley, et ux BriLi, LLC	1.33333% 1.33334% 1.33333% 1.33333%	Rockcliff Operating New Mexico LLC Energex, LLC Pedregosa Partners, LLC	60.00% 30.00% 10.00%
20	T8S-R32E, NMPM Section 35 N/2 Chaves County, NM	320.00	State of New Mexico V0-9960 11/1/2020	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC Chalcom Exploration, LLC Tim Lilley, et ux BriLi, LLC	1.33333% 1.33334% 1.33333% 1.33333%	Rockcliff Operating New Mexico LLC Energex, LLC Pedregosa Partners, LLC	60.00% 30.00% 10.00%
21	T8S-R32E, NMPM Section 32 S/2 Chaves County, NM	320.00	State of New Mexico VB-2633 1/1/2021	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC Chalcom Exploration, LLC Tim Lilley, et ux BriLi, LLC	0.81250% 0.81250% 0.81250% 0.81250%	Rockcliff Operating New Mexico LLC Energex, LLC Pedregosa Partners, LLC	60.00% 30.00% 10.00%
22	T8S-R32E, NMPM Section 33 S/2 Chaves County, NM	320.00	State of New Mexico V0-9952 11/1/2020	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC Chalcom Exploration, LLC Tim Lilley, et ux BriLi, LLC	1.33333% 1.33334% 1.33333% 1.33333%	Rockcliff Operating New Mexico LLC Energex, LLC Pedregosa Partners, LLC	60.00% 30.00% 10.00%
23	T8S-R32E, NMPM Section 34 S/2 Chaves County, NM	320.00	State of New Mexico V0-9959 11/1/2020	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC Chalcom Exploration, LLC Tim Lilley, et ux BriLi, LLC	1.33333% 1.33334% 1.33333% 1.33333%	Rockcliff Operating New Mexico LLC Energex, LLC Pedregosa Partners, LLC	60.00% 30.00% 10.00%
24	T8S-R32E, NMPM Section 35 S/2 Chaves County, NM	320.00	State of New Mexico V0-9954 11/1/2020	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC Chalcom Exploration, LLC Tim Lilley, et ux BriLi, LLC	1.33333% 1.33334% 1.33333% 1.33333%	Rockcliff Operating New Mexico LLC Energex, LLC Pedregosa Partners, LLC	60.00% 30.00% 10.00%

EXHIBIT "B". SCHEDULE OF OWNERSHIP
Within the BUTTON MESA SAN ANDRES UNIT
Chaves and Lea Counties, New Mexico

TRACT NUMBER	DESCRIPTION OF LANDS	ACRES	SERIAL NUMBER AND EXPIRATION DATE	LESSEE OF RECORD	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
25	T9S-R32E, NMPM Section 4 Lots 1, 2, 3, 4 & S/2 N/2 Lea County, NM	321.12	State of New Mexico VB-2655 3/1/2021	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC 0.81250% Chalcom Exploration, LLC 0.81250% Tim Lilley, et ux 0.81250% BriLi, LLC 0.81250%	Rockcliff Operating New Mexico LLC 60.00% Energex, LLC 30.00% Pedregosa Partners, LLC 10.00%
26	T9S-R32E, NMPM Section 3 Lots 1, 2, 3, 4 & S/2 N/2 Lea County, NM	321.60	State of New Mexico VB-2642 2/1/2021	Rockcliff Operating New Mexico LLC	Slash Exploration, LP 4.00000%	Rockcliff Operating New Mexico LLC 60.00% Energex, LLC 30.00% Pedregosa Partners, LLC 10.00%
27	T9S-R32E, NMPM Section 4 S/2 Lea County, NM	320.00	State of New Mexico VB-2666 3/1/2021	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC 0.81250% Chalcom Exploration, LLC 0.81250% Tim Lilley, et ux 0.81250% BriLi, LLC 0.81250%	Rockcliff Operating New Mexico LLC 60.00% Energex, LLC 30.00% Pedregosa Partners, LLC 10.00%
28	T9S-R32E, NMPM Section 3 S/2 Lea County, NM	320.00	State of New Mexico VB-2649 2/1/2021	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC 0.81250% Chalcom Exploration, LLC 0.81250% Tim Lilley, et ux 0.81250% BriLi, LLC 0.81250%	Rockcliff Operating New Mexico LLC 60.00% Energex, LLC 30.00% Pedregosa Partners, LLC 10.00%
29	T9S-R32E, NMPM Section 9 N/2 Lea County, NM	320.00	State of New Mexico VB-2667 3/1/2021	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC 0.81250% Chalcom Exploration, LLC 0.81250% Tim Lilley, et ux 0.81250% BriLi, LLC 0.81250%	Rockcliff Operating New Mexico LLC 60.00% Energex, LLC 30.00% Pedregosa Partners, LLC 10.00%
30	T9S-R32E, NMPM Section 10 N/2 Lea County, NM	320.00	State of New Mexico VB-2668 3/1/2021	Rockcliff Operating New Mexico LLC	Tierra Oil Company, LLC 0.81250% Chalcom Exploration, LLC 0.81250% Tim Lilley, et ux 0.81250% BriLi, LLC 0.81250%	Rockcliff Operating New Mexico LLC 60.00% Energex, LLC 30.00% Pedregosa Partners, LLC 10.00%
<u>RECAPITULATION</u>						
			9,602.72 Acres of State Lands		100.00%	
			0.00 Acres of Fee Lands		0.00%	
		TOTAL	9,602.72 Acres		100.00%	

EXHIBIT "C". SCHEDULE OF TRACT PARTICIPATION
 Within the BUTTON MESA SAN ANDRES UNIT
 Chaves and Lea Counties, New Mexico

TRACT NUMBER	DESCRIPTION OF LANDS	ACRES	TRACT PARTICIPATION
1	T8S-R32E, NMPM Section 15 N/2 Chaves County, NM	320.00	3.33239%
2	T8S-R32E, NMPM Section 14 N/2 Chaves County, NM	320.00	3.33239%
3	T8S-R32E, NMPM Section 15 S/2 Chaves County, NM	320.00	3.33239%
4	T8S-R32E, NMPM Section 14 S/2 Chaves County, NM	320.00	3.33239%
5	T8S-R32E, NMPM Section 21 E/2 Chaves County, NM	320.00	3.33239%
6	T8S-R32E, NMPM Section 22 N/2 Chaves County, NM	320.00	3.33239%
7	T8S-R32E, NMPM Section 23 N/2 Chaves County, NM	320.00	3.33239%
8	T8S-R32E, NMPM Section 22 S/2 Chaves County, NM	320.00	3.33239%

EXHIBIT "C". SCHEDULE OF TRACT PARTICIPATION
 Within the BUTTON MESA SAN ANDRES UNIT
 Chaves and Lea Counties, New Mexico

TRACT NUMBER	DESCRIPTION OF LANDS	ACRES	TRACT PARTICIPATION
9	T8S-R32E, NMPM Section 23 S/2 Chaves County, NM	320.00	3.33239%
10	T8S-R32E, NMPM Section 29 E/2 Chaves County, NM	320.00	3.33239%
11	T8S-R32E, NMPM Section 28 N/2 Chaves County, NM	320.00	3.33239%
12	T8S-R32E, NMPM Section 27 N/2 Chaves County, NM	320.00	3.33239%
13	T8S-R32E, NMPM Section 26 N/2 Chaves County, NM	320.00	3.33239%
14	T8S-R32E, NMPM Section 28 S/2 Chaves County, NM	320.00	3.33239%
15	T8S-R32E, NMPM Section 27 S/2 Chaves County, NM	320.00	3.33239%
16	T8S-R32E, NMPM Section 26 S/2 Chaves County, NM	320.00	3.33239%

EXHIBIT "C". SCHEDULE OF TRACT PARTICIPATION
 Within the BUTTON MESA SAN ANDRES UNIT
 Chaves and Lea Counties, New Mexico

TRACT NUMBER	DESCRIPTION OF LANDS	ACRES	TRACT PARTICIPATION
17	T8S-R32E, NMPM Section 32 N/2 Chaves County, NM	320.00	3.33239%
18	T8S-R32E, NMPM Section 33 N/2 Chaves County, NM	320.00	3.33239%
19	T8S-R32E, NMPM Section 34 N/2 Chaves County, NM	320.00	3.33239%
20	T8S-R32E, NMPM Section 35 N/2 Chaves County, NM	320.00	3.33239%
21	T8S-R32E, NMPM Section 32 S/2 Chaves County, NM	320.00	3.33239%
22	T8S-R32E, NMPM Section 33 S/2 Chaves County, NM	320.00	3.33239%
23	T8S-R32E, NMPM Section 34 S/2 Chaves County, NM	320.00	3.33239%
24	T8S-R32E, NMPM Section 35 S/2 Chaves County, NM	320.00	3.33239%

EXHIBIT "C". SCHEDULE OF TRACT PARTICIPATION
 Within the BUTTON MESA SAN ANDRES UNIT
 Chaves and Lea Counties, New Mexico

TRACT NUMBER	DESCRIPTION OF LANDS	ACRES	TRACT PARTICIPATION
25	T9S-R32E, NMPM Section 4 Lots 1, 2, 3, 4 & S/2 N/2 Lea County, NM	321.12	3.34405%
26	T9S-R32E, NMPM Section 3 Lots 1, 2, 3, 4 & S/2 N/2 Lea County, NM	321.60	3.34905%
27	T9S-R32E, NMPM Section 4 S/2 Lea County, NM	320.00	3.33239%
28	T9S-R32E, NMPM Section 3 S/2 Lea County, NM	320.00	3.33239%
29	T9S-R32E, NMPM Section 9 N/2 Lea County, NM	320.00	3.33239%
30	T9S-R32E, NMPM Section 10 N/2 Lea County, NM	320.00	3.33239%
	TOTALS	9,602.72	100.00000%