

UNIT AGREEMENT
FOR THE OPERATION OF THE
GRAMA RIDGE MORROW UNIT AREA
LEA COUNTY, NEW MEXICO

SIGNED
AGREEMENT

ILLEGIBLE

THIS AGREEMENT entered into as of the 25th day of April, 1973 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 or gas interests in the unit area subject to this agreement; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico (hereinafter referred to as "Commissioner") is authorized by law to consent to and approve the operation of state lands under agreements made by lessees of state lands jointly or severally with other lessees where such agreements provide for the unit operation of part of or all of any oil or gas pool, field or area (Section 7-11-39, 7-11-40 N.M.S.A. 1953 Comp.); and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by law to amend with the approval of lessee, evidenced by 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 agreement for the unit operation of part or all of any oil or gas pool, field or area (Section 7-11-41 N.M.S.A. 1953 Comp.); and

WHEREAS, the Oil Conservation Commission of the State of New Mexico (hereinafter referred to as "Commission") is authorized by law to approve this agreement and the conservation provisions thereof (Art. 3, Chap. 65, Vol. 9 Part 2 N.M.S.A. 1953 Comp.); and

WHEREAS, the parties hereto hold sufficient interest in the Grama Ridge Morrow Unit Area covering the lands 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, store gas and secure other benefits obtainable through development and operation of the area subject to this agreement under the terms and 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 21 South, Range 34 East, N.M.P.M.

Section 34 - All

Township 22 South, Range 34 East, N.M.P.M.

Section 3 - All

containing 1287.16 acres, more or less.

Exhibit "A" attached hereto is a map showing the unit area and the boundaries and identity of tracts and leases in said area to the extent known to the unit operator. Exhibit "B" attached hereto is a schedule showing to the extent known to the unit operator the acreage, percentage and kind of ownership of oil and gas interests in all 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.

All land committed to this agreement shall constitute land referred to herein as "unitized land" or "land subject to this agreement".

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2. UNITIZED SUBSTANCES: All oil, gas, natural gasoline and associated fluid hydrocarbons in the unitized formation as hereinafter defined are unitized under the terms of this agreement and herein are called unitized substances.

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3. UNITIZED FORMATION: That subsurface portion of the unit area commonly known as the Morrow sands which is the same zone as the top and bottom of which were encountered at log depths of 12,722 feet and 13,208 feet in the Shell Oil Company State GRA Well No. 1 as shown on the Schlumberger Sonic Log - Gamma Ray Log of said well dated July 5, 1965, which said well is located 1980 feet from the North line and 660 feet from the west line of Section 3, Township 22 South, Range 34 East, is unitized under this agreement and is hereinafter referred to as the "unitized formation".

4. UNIT OPERATOR: Llano, Inc. with offices at Hobbs, New Mexico (P.O. Drawer 1320) 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 on Exhibit "B" and agrees and consents to accept the duties and obligations of unit operator for the operation of the Grama Ridge Morrow Unit Area. Whenever reference is made herein to the unit operator, such reference means the unit operator acting in that capacity and not as an owner of interests in unitized substances, and the term "working interest owner" when used herein shall include or refer to unit operator as the owner of a working interest when such interest is owned by it.

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 until 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 same percentage vote of the owners of working interests determined in like manner as herein provided for the selection of a new unit operator. Such removal shall be effective upon notice thereof to the Commissioner.

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: Whenever the unit operator shall resign as unit operator or shall be removed as hereinabove provided, the owners of the working interests according to their respective acreage interests in all unitized land shall 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

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unit operator, and (b) the selection shall have been approved by the Commissioner. If no successor unit operator is selected and qualified as herein provided, the Commissioner at his election may declare this unit agreement terminated.

7. ACCOUNTING PROVISIONS: The unit operator shall pay all costs and expenses incurred in conducting unit operations hereunder. In the event the ownership of the unitized formation should hereafter be divided or owned in whole or in part by parties other than unit operator, from and after such time 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 of 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 producing, storing, allocating and distributing the unitized substances are hereby delegated to and shall be exercised by the unit operator as herein provided.

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

9. PURPOSE OF UNIT AND PLAN OF OPERATION: It is recognized and agreed by the parties hereto that the unitized formation as to all of the lands subject to this agreement is reasonably proven to be productive of unitized substances or necessary for unit operations and that the object and purpose of this agreement is to formulate and put into effect a secondary recovery and gas storage project in order to effect the greatest economic recovery of unitized substances, prevent waste and conserve natural resources consistent with good engineering practices expected of a prudent operator. The parties hereto agree that the unit operator may, subject to the approval of a plan of operation by the Commissioner, inject gas produced from lands other than the unit area into the unitized formation through the Shell Oil Company State GRA Well No. 1 located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 3, Township 22 South, Range 34 East and the Shell State GRB Well No. 1 located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 34, Township 21 South, Range 34 East for secondary recovery and storage purposes.

Unit operator shall furnish the Commissioner, between the first and twentieth of each month, reports showing the amount of gas produced and injected into the unitized formation for the preceding month.

A plan of operation shall be filed with the Commissioner concurrently with the filing of this unit agreement for final approval. Said plan of operation and all revisions thereof shall be as complete

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A plan of operation shall be filed with the Commissioner concurrently with the filing of this unit agreement for final approval. Said plan of operation and all revisions thereof shall be as complete

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and adequate as the Commissioner may determine to be necessary in connection with operations hereunder. Upon approval of this agreement and the aforementioned plan of operation by the Commissioner, said plan and all subsequently approved plans shall constitute the operating obligations of the unit operator under this agreement for the period specified in the plan. Thereafter, from time to time before the expiration of any existing plan, the unit operator shall submit for approval a plan for an additional specified period of operation. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of operation. The unit operator shall furnish to the Commissioner, within 30 days from the expiration of each 6 month period, a report giving full factual information as to the manner in which the plan in effect for such period has been carried out.

If the unit operator should fail to comply with any approved plan of operation or supplement to or modification thereof, this agreement may be terminated by the Commissioner; provided, however, the Commissioner shall give notice to the unit operator and the lessees of record in the manner prescribed by Section 7-11-14 N.M.S.A. 1953 of intention to cancel because of any alleged breach of said plan of operation and any decision entered therein shall be subject to appeal in the manner prescribed by Section 7-11-17 N.M.S.A. 1953; and provided further in any event unit operator shall be given a reasonable opportunity after a final determination within which to remedy said default, failing in which this agreement shall be terminated.

10. TRACT PARTICIPATION: Exhibit "B" attached hereto shows the percentage of participation of each of the tracts embraced by leasehold interests which are committed to this agreement. These participation factors have been obtained by dividing the number of acres contained in each tract by the total number of acres contained in the unit area.

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The unitized substances produced from the unit area shall be allocated to the respective tracts as hereinafter set forth in accordance with said percentages of participation and such unitized substances shall be deemed to have been produced from the respective tracts to which allocated.

11. ALLOCATION OF PRODUCTION:

A. PHASE I: It is recognized that there is still some primary gas and liquid hydrocarbons left in the unitized formation underlying the unit area which would otherwise be produced in the normal producing life of the existing wells before they reach their economic limit upon which the state would be entitled to royalty. It is contemplated that gas produced from lands outside the unit area will be injected into the unitized formation for a considerable length of time before any appreciable amounts of gas are withdrawn. The primary production which would normally have been produced from May 1, 1975 to its economic limit has been determined by B.H.P/Z method based upon prior production, and Exhibit "C" attached hereto shows the royalty gas to which the state is entitled. In order that the State of New Mexico will continue to receive royalties on the same basis as if the existing wells had continued normal production until they reached their economic limits, the amount of gas shown for the respective months on Exhibit "C" shall be allocated to the tracts in accordance with the percentages set forth on Exhibit "B" and unit operator shall pay to the state royalties on the gas allocated to the respective tracts on the basis provided in the leases covering said tracts exactly the same as if the gas had actually been produced therefrom. Such payments based upon the gas for each of the months shown on Exhibit "C" shall be considered as full payment to the state for all remaining primary gas reserves. The period from May 1, 1975 through the months shown on Exhibit "C" shall constitute Phase I.

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B. PHASE II: It is contemplated that after the unitized formation has been reasonably repressured by the injection of gas produced from lands outside the unit area, there will be withdrawals from time to time. Unit operator shall install and at all times operate and maintain metering equipment and other facilities approved by the Commissioner so that an accurate cumulative account can be kept of the quantity of gas as well as the total number of British Thermal Units in the gas injected into the unitized formation through the existing wells. Operator shall also keep an accurate cumulative account of the total number of British Thermal Units in all gas withdrawn from the unitized formation.

Operator shall also install, operate and maintain at all times the necessary separation equipment to separate the gas from the liquid hydrocarbons produced in connection with the withdrawal of gas from the respective wells, as well as all other related equipment which may be required to transfer all liquids so separated.

Operator shall cause monthly analyses by chromatograph or other mutually acceptable method of all the gas injected into or withdrawn from the reservoir in order to compute the net change in British Thermal Unit content.

Operator shall pay royalties to the state at the rates provided in the respective leases on all liquid hydrocarbons which are separated from the gas withdrawn and allocated to the respective tracts in accordance with the percentages of participation set forth on Exhibit "B" regardless of the time said gas is withdrawn. In addition, should the total cumulative British Thermal Units in the gas withdrawn exceed the total British Thermal Units in the gas

injected plus the pre-determined number of British Thermal Units in the remaining primary gas reserves and for which the state has been or will be paid during Phase I, then operator shall pay royalties on said increase in British Thermal Units at the prevailing market price in Lea County, New Mexico as set by the Federal Power Commission for gas of like quality. Payment for British Thermal Unit enrichment as set forth herein shall be made on a monthly basis as the result of the chromatograph analyses.

In addition to the rental and royalty provided in the leases covering the respective tracts beginning with the first of the month following the end of Phase I as shown on Exhibit "C" unit operator shall pay an annual storage fee or rental of \$1.00 per acre plus 1/2¢ per thousand cubic fee of gas withdrawn from the reservoir, which shall be allocated to the respective leasehold interests on the basis of the percentage of participation set forth on Exhibit "B". Said storage fee or additional rental of \$1.00 per acre shall be paid during the month of February of each year and the 1/2¢ per thousand cubic feet for gas withdrawn shall be based on the monthly withdrawals, payments to be made in the month following the month in which withdrawals are made.

All gas produced from the lands outside the unit area and injected into the unitized formation, as well as all primary gas if, as and when produced, except for the payments to be made to the state in accordance with Phase I, may be withdrawn from the unitized formation from time to time royalty free except as to any enhancement in value through an increase in British Thermal Units. Notwithstanding the above, royalty shall be paid on all liquid hydrocarbons separated from gas withdrawn.

12. LEASES AND CONTRACTS CONFORMED AND EXTENDED. The terms, conditions and provisions of all leases, subleases, operating agreements and other contracts relating to the exploration, drilling,

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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 term of this agreement and the approval of this agreement by the Commissioner and the respective lessees shall be effective to conform the provisions and extend the term of each such lease as to lands within the unitized area to the provisions and term 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 so 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 continued operation or production of a well or wells for unitized substances on the unit area or for gas storage purposes shall be construed and considered as the continued operation or production on each of the leasehold interests committed to this agreement and operations or production or gas storage 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.

Any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto shall be segregated as to the portion committed and the portion not committed and the terms of such leases shall apply separately as to such segregated portions

commencing as of the effective date hereof. Notwithstanding any of the provisions of this agreement to the contrary, any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease if oil and gas, or either of them, are capable of being produced from or gas is being stored within some part of the unitized formation covered by the leases committed to this agreement at the expiration of the secondary term thereof.

13. CONSERVATION: Operations hereunder and production of unitized substances shall be conducted to provide for the most economical and efficient recovery and storage of said substances without waste, as defined by or pursuant to state laws or regulations.

14. 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.

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

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16. EFFECTIVE DATE AND TERM: This agreement shall become effective as of April 25, 1973 upon approval by the Commissioner and shall remain in effect so long as unitized substances are being produced from or stored within the unitized formation. This agreement may be terminated at any time by not less than seventy-five per cent (75%) on an acreage basis of the owners of working interests signatory hereto with the approval of the Commissioner.

17. 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.

18. 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 New Mexico Oil Conservation Commission, and to appeal from orders issued under the regulations of the Commissioner or 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 Commissioner or Commission; provided, however, that any other interested party shall also have the right at his own expense to appear and to participate in any such proceeding.

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

20. UNAVOIDABLE DELAY: All obligations under this agreement requiring the unit operator to produce unitized substances from or

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20. UNAVOIDABLE DELAY: All obligations under this agreement requiring the unit operator to produce unitized substances from or

store gas within the unitized formation 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, war, acts of God, federal, state or municipal law or agencies, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary materials in open market, or other matters beyond the reasonable control of the unit operator, whether similar to matters herein enumerated or not.

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 payment 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. RE-NEGOTIATION OF STORAGE OR RENTAL FEE: The gas storage fee paid on gas withdrawn under Section 11B shall be valid for a period of three (3) years from the effective date of this agreement. During the final year of the first three (3) year period that this agreement is in force the fee set out in Section 11B shall be re-negotiated between the parties hereto each such re-negotiated rate to be in effect for the succeeding five (5) year period. If the parties hereto are unable to agree to re-negotiated new fees sixty (60) days prior to the

expiration of the first three (3) year period and at least sixty (60) days prior to the first day of any such succeeding five (5) year period, payment of the fees on the basis of prior rates shall continue and this agreement shall terminate upon expiration of not more than two (2) years from said first day (during which time the parties hereto may remove the metered and injected gas not previously withdrawn and equipment and facilities installed under this agreement) unless during such two (2) year period the parties hereto agree upon a re-negotiated rate to be effective retroactively to said first day. Any gas or facilities not then removed by the termination date shall become the property of the State of New Mexico if it so elects.

23. HOLD HARMLESS CLAUSE: Notwithstanding any of the provisions contained herein, unit operator shall save, hold and protect the Commissioner of Public Lands and the State of New Mexico harmless from all claims and liabilities of whatsoever kind, nature or description arising from or growing out of operations carried on by unit operator pursuant to this agreement.

24. 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 undersigned parties have caused this agreement to be executed as of the respective dates set forth opposite their signatures.

ATTEST:

[Signature]
Secretary

Date: June 7, 1973

LLANO, INC.

By [Signature]
President
UNIT OPERATOR AND WORKING INTEREST OWNER

Address: P. O. Box 1320
Hobbs, New Mexico 38240

LESSEES OF RECORD

ATTEST:

[Signature]
Secretary

~~SHELL OIL COMPANY~~ LLANO, INC.

By R. F. Montgomery
President

Date: 8/22/73

Address: P. O. Box 1320
Hobbs, New Mexico 88240

ATTEST:

[Signature]
Asst. Secretary

Date: 7-1-73

GULF OIL CORPORATION

By W. B. Hopkins
Attorney-in-Fact
Address: P. O. Box 1150
Midland, TX 79701

ATTEST:

[Signature]
Secretary

Date: _____

TEXACO INC.

By SEE PAGE 16-A
President
Address: _____

STATE OF NEW MEXICO)
 : ss
COUNTY OF LEA)

The foregoing instrument was acknowledged before me this 7th day of June 1973 by R. F. Montgomery President of Llano, Inc., a New Mexico corporation, on behalf of said corporation.

My Commission Expires: October 30, 1976

[Signature]
Notary Public

STATE OF NEW MEXICO)
 : ss
COUNTY OF LEA)

The foregoing instrument was acknowledged before me this 22 day of August 1973 by R. F. Montgomery, President of Shell Oil Company, a Delaware corporation, on behalf of said corporation. Llano, Inc. New Mexico

My Commission Expires: Oct 30, 1976

[Signature]
Notary Public

STATE OF TEXAS)
 : ss
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 20 day of July 1973 by W. B. HOPKINS, Attorney-in-Fact of Gulf Oil Corporation, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires: 6-1-75

[Signature]
Notary Public

CONSENT AND RATIFICATION
GRAMA RIDGE MORROW UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement for the Development and Operation of the Grama Ridge Morrow Unit Area embracing lands situated in Lea County, New Mexico, which is dated the 25th day of April, 1973, and further acknowledges that the undersigned is familiar with the terms and conditions thereof. As to unitized substances in the unitized formation defined in said Unit Agreement, the undersigned owns no interest whatsoever. However, the undersigned does own the official record title to an oil and gas lease from the State of New Mexico as lessor, which lease is more particularly described in said Unit Agreement. Said lease is subject to certain operating rights and working interest owned by another. The undersigned understands that the owner of said operating rights and working interest desires to commit the same to said Unit Agreement. Pursuant to policies and practices of the State Land Office for the State of New Mexico, the Commissioner of Public Lands for the State of New Mexico requires consent and joinder of the official record title holders or lessees of record of State of New Mexico oil and gas leases before the Commissioner will approve the above Unit Agreement. In its capacity as owner of the official record title, or as lessee of record, to a State of New Mexico oil and gas lease, and in that capacity only, and as an accommodation to said owner of operating rights and working interest under said lease, the undersigned desires to consent, ratify and join in the execution of said Unit Agreement. By these presents the undersigned does hereby consent to said Unit Agreement and ratifies all of the terms and provisions thereof exactly the same as if the undersigned had executed the original of said Unit Agreement, or a counterpart thereof, in the undersigned's capacity as official record title holder or lessee of record of a State of New Mexico oil and gas lease.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth opposite the signature.

Date: July 18, 1973

TEXACO INC.
By: [Signature]
ATTORNEY-IN-FACT

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

APPROVED AS TO
Terms [Signature]
Form [Signature]

The foregoing instrument was acknowledged before me this 18th day of July, 1973, by D. F. Dullin of TEXACO INC., a Delaware corporation, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires:
6-1-75

R 34 E

T
21
S

Llano
K-3592-1
(Shell)

Tr. 4

34
Llano
E-9659
(Gulf)

Tr. 3

State

Llano
E-9141
(Shell)

Tr. 2

3
Llano
B-158-3
(Texaco)

Tr. 1

State

T
22
S

LLANO, INC.

GRAMA RIDGE MORROW UNIT
LEA COUNTY, NEW MEXICO

UNIT OWNERSHIP MAP

SCALE IN FEET

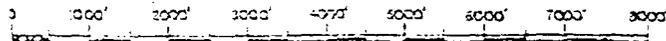


EXHIBIT "B"
GRAMA RIDGE MORROW UNIT AGREEMENT

| Tract No. | Description | No. Surface Acres | Lease No. | Basic Royalty | Lessee of Record | Overriding Royalty or Prod. Pymt. | Working Int. Owner and Percentage | Percentage Tract Participation |
|-----------|---|-------------------|-----------|--------------------|----------------------|-----------------------------------|-----------------------------------|--------------------------------|
| 1 | S $\frac{1}{4}$ Sec. 3, T. 22 S., R. 34 E. | 320.00 | B-158-3 | 12 $\frac{1}{2}$ % | Texaco Inc. | None | Llano, Inc. 100% | 24.861 |
| 2 | N $\frac{1}{4}$ Sec. 3, T. 22 S., R. 34 E. | 327.16 | E-9141 | 12 $\frac{1}{2}$ % | Shell Oil Company | None | Llano, Inc. 100% | 25.417 |
| 3 | S $\frac{1}{4}$ Sec. 34, T. 21 S., R. 34 E. | 320.00 | E-9659 | 12 $\frac{1}{2}$ % | Gulf Oil Corporation | None | Llano, Inc. 100% | 24.861 |
| 4 | N $\frac{1}{4}$ Sec. 34, T. 21 S., R. 34 E. | 320.00 | K-3592-1 | 12 $\frac{1}{2}$ % | Shell Oil Company | None | Llano, Inc. 100% | 24.861 |
| Total | | | | | | | | 1287.16 |
| | | | | | | | | 100.000 |

EXHIBIT "C"

Composite Royalty Production - BHP/Z Method - Grama Ridge Morrow Unit Area, Lea County, New Mexico

| 1973 | | 1974 | | 1975 | | 1976 | | 1977 | |
|-------|----------------|-------|----------------|-------|----------------|-------|----------------|-------|----------------|
| Month | Production MCF |
| May | 1,860 | Jan. | 1,060 | Jan. | 810 | Jan. | 610 | Jan. | 460 |
| June | 1,770 | Feb. | 1,040 | Feb. | 790 | Feb. | 600 | Feb. | 450 |
| July | 1,660 | Mar. | 1,010 | Mar. | 775 | Mar. | 590 | Mar. | 445 |
| Aug. | 1,590 | April | 990 | April | 750 | April | 575 | April | 430 |
| Sept. | 1,510 | May | 960 | May | 740 | May | 550 | May | 425 |
| Oct. | 1,450 | June | 950 | June | 710 | June | 540 | June | 410 |
| Nov. | 1,380 | July | 925 | July | 700 | July | 525 | July | 400 |
| Dec. | 1,090 | Aug. | 900 | Aug. | 690 | Aug. | 510 | Aug. | 395 |
| | | Sept. | 890 | Sept. | 675 | Sept. | 500 | Sept. | 390 |
| Total | 12,310 | Oct. | 860 | Oct. | 650 | Oct. | 495 | Oct. | 375 |
| | | Nov. | 840 | Nov. | 640 | Nov. | 490 | Nov. | 370 |
| | | Dec. | 825 | Dec. | 625 | Dec. | 475 | Dec. | 360 |
| Cum. | 12,310 | Total | 11,250 | Total | 8,555 | Total | 6,460 | Total | 4,910 |
| | | Cum. | 23,560 | Cum. | 32,115 | Cum. | 38,575 | Cum. | 43,485 |

| 1978 | | 1979 | |
|-------|----------------|-------|----------------|
| Month | Production MCF | Month | Production MCF |
| Jan. | 350 | Jan. | 270 |
| Feb. | 345 | Feb. | 270 |
| Mar. | 340 | | |
| April | 330 | | |
| May | 325 | | |
| June | 310 | | |
| July | 305 | | |
| Aug. | 300 | | |
| Sept. | 295 | | |
| Oct. | 290 | | |
| Nov. | 280 | | |
| Dec. | 175 | | |

I, Dwight P. Teed, Secretary of Liano, Inc. do hereby certify that the Agreement attached hereto, consisting of sixteen (16) pages and exhibits and entitled "Unit Agreement For The Operation Of The Grama Ridge Morrow Unit Area, Lea County, New Mexico", entered into on April 25, 1973, is a true and correct copy of said Agreement.


Dwight P. Teed
Dwight P. Teed, Secretary