

5118

UNIT OPERATING AGREEMENT
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
1	CONFIRMATION OF UNIT AGREEMENT	1
	1.1 Confirmation of Unit Agreement	1
2	EXHIBITS	1
	2.1 Exhibits	1
	2.1.1 Exhibits A and B	1
	2.1.2 Exhibit C	1
	2.1.3 Exhibit D	2
	2.1.4 Exhibit E	2
	2.2 Revision of Exhibits	2
3	SUPERVISION OF OPERATIONS BY WORKING INTEREST OWNERS	2
	3.1 Overall Supervision	2
	3.2 Specific Authorities and Duties	2
	3.2.1 Method of Operation	2
	3.2.2 Drilling of Wells	3
	3.2.3 Well Recompletions and Change of Status	3
	3.2.4 Expenditures	3
	3.2.5 Disposition of Unit Equipment	3
	3.2.6 Appearance Before a Court or Regulatory Agency	3
	3.2.7 Audits	4
	3.2.8 Inventories	4
	3.2.9 Technical Services	4
	3.2.10 Assignments to Committees	4
	3.2.11 Removal of Unit Operator	4
	3.2.12 Enlargement of Unit Area	4
	3.2.13 Adjustment and Readjustment of Investments	4
	3.2.14 Termination of Unit Agreement	4
4	MANNER OF EXERCISING SUPERVISION	4
	4.1 Designation of Representatives	4
	4.2 Meetings-	5
	4.3 Voting Procedure	5
	4.3.1 Voting Interest	5
	4.3.2 Vote Required	5
	4.3.3 Vote at Meeting by Nonattending Working Interest Owner	6
	4.3.4 Poll Votes	6
5	INDIVIDUAL RIGHTS OF WORKING INTEREST OWNERS	6
	5.1 Reservation of Rights	6
	5.2 Specific Rights	6
	5.2.1 Access to Unit Area	6
	5.2.2 Reports	6
6	UNIT OPERATOR	7
	6.1 Initial Unit Operator	7
	6.2 Resignation or Removal	7
	6.3 Selection of Successor	7

<u>ARTICLE</u>		<u>PAGE</u>
7	AUTHORITIES AND DUTIES OF UNIT OPERATOR	7
	7.1 Exclusive Right to Operate Unit	7
	7.2 Workmanlike Conduct	8
	7.3 Liens and Encumbrances	8
	7.4 Employees	8
	7.5 Records	8
	7.6 Reports to Working Interest Owners	8
	7.7 Reports to Governmental Authorities	8
	7.8 Engineering and Geological Information	8
	7.9 Expenditures	9
	7.10 Wells Drilled by Unit Operator	9
8	TAXES	9
	8.1 Ad Valorem Taxes	9
	8.2 Other Taxes	9
9	INSURANCE	9
	9.1 Insurance	9
10	AGREEMENT TO COMPLETE WELLS	10
	10.1 Wells to be Completed	10
	10.1.1 Pilot Project Area	10
	10.1.2 Outside the Pilot Project Area	11
	10.1.3 Non-Consent Operations in Completing Wells Demanded	11
11	ADJUSTMENT OF INVESTMENTS	12
	11.1 Personal Property Taken Over	12
	11.1.1 Wells and Casing	12
	11.1.2 Well and Lease Equipment	12
	11.1.3 Wells to be Completed	12
	11.1.4 Records	13
	11.2 Inventory and Evaluation of Personal Property	13
	11.3 Investment Adjustment	13
	11.3.1 Wells Completed Upon Demand	14
	11.4 General Facilities	14
	11.5 Ownership of Personal Property and Facilities	14
12	UNIT EXPENSE	14
	12.1 Basis of Charge to Working Interest Owners	14
	12.2 Budgets	15
	12.3 Advance Billings	15
	12.4 Commingling of Funds	16
	12.5 Lien of Unit Operator	16
	12.6 Uncommitted Royalty	16
	12.6.1 Burden of 1/8th Royalty	16
	12.6.2 Burden of Excess Royalty and Other In- terests	17
13	NON-UNITIZED FORMATIONS	17
	13.1 Right to Operate	17
	13.2 Multiple Completions - Limitations	17
	13.3 Joint Operations Provided For	17
	13.3.1 Rights of Unit Operator and Allocation of Cost Between Unitized and Non-Unitized Operations	17
	13.3.2 Subsequent Completion in Formation Other Than Unitized Formation	18
	13.3.3 Workovers or Other Similar Operations in Multiple Completed Wells	18
	13.3.4 Maintenance of Casing	19
	13.3.5 Replacement Wells	20
	13.3.6 Communications Between Formations	20
	13.3.7 Abandonment	20
14	TITLES	21
	14.1 Warranty and Indemnity	21
	14.2 Failure Because of Unit Operations	21
15	LIABILITY, CLAIMS AND SUITS	21
	15.1 Individual Liability	21
	15.2 Settlements	22

ARTICLEPAGE

16	INTERNAL REVENUE PROVISION	22
16.1	Internal Revenue Provision	22
17	NOTICES	23
17.1	Notices	23
18	WITHDRAWAL OF WORKING INTEREST OWNER	23
18.1	Withdrawal	23
18.2	Creation of New Interest	24
19	ABANDONMENT OF WELLS	25
19.1	Rights of Former Owners	25
19.2	Plugging	25
20	EFFECTIVE DATE AND TERM	25
20.1	Effective Date	25
20.2	Term	25
21	ABANDONMENT OF OPERATIONS	26
21.1	Termination	26
21.1.1	Oil and Gas Rights	26
21.1.2	Right to Operate	26
21.1.3	Salvaging Wells	26
21.1.4	Cost of Salvaging	26
22	EXECUTION	26
22.1	Original Counterpart, or Other Instrument	26
23	SUCCESSORS AND ASSIGNS	27
23.1	Successors and Assigns	27

Exhibit "C" (Schedule of Unit Participation)
Exhibit "D" (Accounting Procedure)
Exhibit "E" (Insurance Provisions)

UNIT OPERATING AGREEMENT
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the 22nd day of November, 1963, by and between the parties who have signed the original of this instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions hereof;

W I T N E S S E T H :

WHEREAS, the parties hereto as Working Interest Owners have executed, as of the date hereof, an agreement entitled, "Unit Agreement, South Penrose Skelly Unit, Lea County, New Mexico", herein referred to as "Unit Agreement", which, among other things, provides for a separate agreement to be entered into by Working Interest Owners to provide for the development and operation of the Unit Area as therein defined;

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

ARTICLE 1

CONFIRMATION OF UNIT AGREEMENT

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

ARTICLE 2

EXHIBITS

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

2.1.1 Exhibits A and B of the Unit Agreement.

2.1.2 Exhibit C, attached hereto, which is a schedule showing the total Unit Participation of each Working Interest

Owner for both Primary and Secondary Phase Participation. Exhibit C or a revision thereof shall not be conclusive as to the information therein except it may be used as showing the Unit Participations of the Working Interest Owners for purposes of this agreement until shown to be in error or revised as herein authorized.

2.1.3 Exhibit D, attached hereto, which is the Accounting Procedure applicable to Unit Operations. If there is any conflict between this agreement and Exhibit D, this agreement shall govern.

2.1.4 Exhibit E, attached hereto, which contains insurance provisions applicable to Unit Operations.

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

ARTICLE 3

SUPERVISION OF OPERATIONS BY WORKING INTEREST OWNERS

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

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

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

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

3.2.3 Well Recompletions and Change of Status. The workover, recompletion, abandonment or change of status of any well in the unit taken over under Article 11 hereof or use of any such well for injection or other purposes. In this connection, Working Interest Owners shall determine whether or not a well to be used as either an injection or a producing well is in condition for such use. If they should determine that any well should require a liner because of excessive open hole or other reason such work shall be performed by Unit Operator at unit expense.

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

3.2.5 Disposition of Unit Equipment. The selling or otherwise disposing of any major item of surplus unit equipment, if the current list price of new equipment similar thereto is Twenty-five Hundred Dollars (\$2,500.00) or more.

3.2.6 Appearance Before a Court or Regulatory Agency. The designating of a representative to appear before any court or regulatory agency in matters

pertaining to Unit Operations; provided that such, designation shall not prevent any Working Interest Owner at its own expense from appearing in person or from designating another representative in its own behalf.

3.2.7 Audits. The auditing of the accounts of Unit Operator pertaining to Unit Operations hereunder; provided that, the audits shall

- (a) not be conducted more than once each year except upon the resignation or removal of Unit Operator,
- (b) be made at the expense of all Working Interest Owners other than the Working Interest Owner designated as Unit Operator, and
- (c) be made upon not less than thirty (30) days' written notice to Unit Operator.

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

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

3.2.10 Assignments to Committees. The appointment of committees to study any problems in connection with Unit Operations.

3.2.11 The removal of Unit Operator and the selection of a successor.

3.2.12 The enlargement of the Unit Area.

3.2.13 The adjustment and readjustment of investments.

3.2.14 The termination of the Unit Agreement.

ARTICLE 4

MANNER OF EXERCISING SUPERVISION

4.1 Designation of Representatives. Each Working Interest

Owner shall in writing inform Unit Operator of the names and addresses of its representative and alternate who are authorized to represent and bind such Working Interest Owner with respect to Unit Operations. The representative or alternate may be changed from time to time by written notice to Unit Operator.

4.2 Meetings. All meetings of Working Interest Owners shall be called by Unit Operator upon its own motion or at the request of two (2) or more Working Interest Owners have a total Secondary Phase Participation of not less than ten percent (10%). No meeting shall be called on less than fourteen (14) days' advance written notice, with agenda for the meeting attached. Working Interest Owners who attend the meeting shall not be prevented from amending items included in the agenda or from deciding the amended item or other items presented at the meeting. The representative of Unit Operator shall be chairman of each meeting.

4.3 Voting Procedure. Working Interest Owners shall decide all matters coming before them as follows:

4.3.1 Voting Interest. Each Working Interest Owner shall have a voting interest equal to its Secondary Phase Participation.

4.3.2 Vote Required. Except as may otherwise be provided herein or in the Unit Agreement, Working Interest Owners shall act upon and determine all matters coming before them by the affirmative vote of three or more Working Interest Owners having a total of sixty percent (60%) or more of the total voting interest in the unit; provided that if any one Working Interest Owner has a voting interest of more than forty percent (40%), its negative vote or failure to vote shall not defeat the matter being voted on if such matter is supported by a majority of the voting interest unless such Working Interest Owner is supported by the vote of one or more other Working Interest Owners having a total

voting interest of at least five percent (5%), and such resulting vote shall be binding on all parties.

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

4.3.4 Poll Votes. Working Interest Owners may vote on and decide, by letter or telegram, any matter submitted in writing to Working Interest Owners, if no meeting is requested, as provided in Section 4.2, within seven (7) days after the proposal is sent to Working Interest Owners. Unit Operator will give prompt notice of the results of the voting to all Working Interest Owners.

ARTICLE 5

INDIVIDUAL RIGHTS OF WORKING INTEREST OWNERS

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

5.2 Specific Rights. Each Working Interest Owner shall have, among others, the following specific rights:

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

5.2.2 Reports. The right to receive from Unit Operator, upon written request, copies of all reports to any governmental agency, reports of crude oil runs and stocks, inventory reports, and all other information pertaining to Unit Operations. The cost of gathering and furnishing information not ordinarily furnished by Unit Operator to all

Working Interest Owners shall be charged to the Working Interest Owner who requests the information.

ARTICLE 6

UNIT OPERATOR

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

6.2 Resignation or Removal. Unit Operator may resign at any time. Working Interest Owners may remove Unit Operator at any time by the affirmative vote of at least seventy-five percent (75%) of the voting interest remaining after excluding the voting interest of Unit Operator. A Unit Operator that resigns or is removed shall not be released from its obligations hereunder for a period of six (6) months after the resignation or discharge, unless a successor Unit Operator has taken over Unit Operations prior to the expiration of such period.

6.3 Selection of Successor. Upon the resignation or removal of a Unit Operator, a successor Unit Operator shall be selected by Working Interest Owners in accordance with Section 8 of the Unit Agreement.

ARTICLE 7

AUTHORITIES AND DUTIES OF UNIT OPERATOR

7.1 Exclusive Right to Operate Unit. Subject to the provisions of this agreement and to instructions from Working Interest Owners, Unit Operator shall have the exclusive right and be obligated to conduct Unit Operations and to do all things necessary or consistent therewith including the execution of all contracts as Unit Operator which affect drilling, reworking and servicing of wells, construction of facilities, the purchasing of supplies, line agreements, water supply agreements, and shall make any and all applications

necessary for Oil Conservation Commission or other regulatory body approval including the perfecting of any water rights with the State Engineer's office.

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

7.3 Liens and Encumbrances. Unit Operator shall endeavor to keep the lands and leases in the Unit Area free from all liens and encumbrances occasioned by Unit Operations, except the lien of Unit Operator granted hereunder.

7.4 Employees. The number of employees used by Unit Operator in conducting Unit Operations, their selection, hours of labor, and compensation shall be determined by Unit Operator. Such employees shall be the employees of Unit Operator.

7.5 Records. Unit Operator shall keep correct books, accounts, and records of Unit Operations.

7.6 Reports to Working Interest Owners. Unit Operator shall furnish to Working Interest Owners periodic reports of Unit Operations.

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

7.8 Engineering and Geological Information. Unit Operator shall furnish to a Working Interest Owner, upon written request, a copy of the log and other engineering and geological data pertaining to wells drilled for Unit Operations.

7.9 Expenditures. Unit Operator is authorized to make single expenditures not in excess of Fifteen Thousand Dollars (\$15,000.00) without prior approval of Working Interest Owners. If an emergency occurs, Unit Operator may immediately make or incur such expenditures as in its opinion are required to deal with the emergency. Unit Operator shall report to Working Interest Owners, as promptly as possible, the nature of the emergency and the action taken.

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

ARTICLE 8

TAXES

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

8.2 Other Taxes. Each Working Interest Owner shall pay or cause to be paid all production, severance, gathering, and other taxes imposed upon or in respect to the production or handling of its share of Unitized Substances.

ARTICLE 9

INSURANCE

9.1 Insurance. Unit Operator, with respect to Unit Operations, shall carry such insurance as set forth in Exhibit E.

ARTICLE 10

AGREEMENT TO COMPLETE WELLS

10.1 Wells to be Completed and Subsequent Completion Work.

In order that Unit Operations may be facilitated Working Interest Owners may at any time after the effective date hereof determine that certain wells within the Unit Area need to be completed in the Unitized Formation. Upon such determinations being made Unit Operator shall make appropriate written demands on the Working Interest Owners so affected. For the purposes of this Section a well shall be deemed completed when: (a) If a single completion, said well is, in the standard of good oilfield practice, adequately cased down to the top of or into the Unitized Formation, or through the Unitized Formation but plugged back (if applicable) to a depth no deeper than the base of the Unitized Formation. (b) If a dual or triple completion, said well is adequately cased through the Unitized Formation and is equipped with production packers so that the Unitized Formation is effectively segregated from all other producing formations as required for Oil Conservation Commission approval.

Subsequent to the delivery of the completed wells described above any additional work necessary to be performed on such wells shall be performed by Unit Operator at the risk, cost and expense of the unit to be paid for and owned by all Working Interest Owners in the same relative shares as are expressed in their respective Secondary Phase Participations. Such additional work necessary to be performed shall include but not be limited to logging, perforating, stimulating, and installing equipment other than that originally furnished which will place such wells in condition to produce Unitized Substances or accept injection of Outside Substances.

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

T. 22 S., R. 37 E.
Section 5: Lot 3, SW/4 NW/4, SW/4 SW/4, NE/4 SW/4,
and SW/4 NE/4
Section 6: NE/4 SE/4

and ten (10) producing wells located:

T. 22 S., R. 37 E.
Section 5: Lot 2, 4, NW/4 SW/4, SE/4 NW/4, SE/4 SW/4,
NW/4 SE/4, SE/4 NE/4
Section 6: SE/4 SE/4 and NW/4 SE/4
Section 8: NW/4 NW/4

If on the effective date hereof any well, either a producing well or a proposed injection well situated on any of the above described legal subdivisions is not completed in the Unitized Formation said well shall then be completed upon demand of the Unit Working Interest Owners by the owner of said well at its sole risk but at the actual invoice cost of the unit, the same to be paid for and owned by all Unit Working Interest Owners in the same relative shares as are expressed for their respective Secondary Phase Participations; Provided, however, that upon said pilot project area being expanded the cost involved in completing each well hereunder as to the initial pilot project area shall be billed to and repaid by each Working Interest Owner whose well was so completed, in accordance with Section 10.1.

10.1.2 Outside the Pilot Project Area. Within 90 days after demand as provided above in Section 10.1 each Working Interest Owner shall complete and equip at its sole cost, risk and expense to the satisfaction of the other Working Interest Owners a well in the Unitized Formation on any quarter-quarter section of any Tract committed hereto or owned by such Working Interest Owner; Provided (1) that the previous production, either actual or assigned, from said quarter-quarter section has entitled the Working Interest Owner thereof to at least some portion of the Tract's Secondary Phase Participation hereunder, (2) that said demanded well is outside the pilot area and (3) that there is no such well already completed in the Unitized Formation in said quarter-quarter section on the date of such demand.

10.1.3 Non-Consent Operations in Completing Wells Demanded. In the event a Working Interest Owner shall elect not to complete a well as demanded under Section 10.1.2 above, such Working Interest Owner, hereinafter referred to as "Non-Performer", shall complete said well in the Unitized Formation in accordance with Section 10.1 at its sole risk but at the actual invoice cost of all the other Working Interest Owners. In any such case the Non-Performer shall be deemed to have relinquished to the Working Interest Owners who have borne or shared such costs of completion all of its share of the Unitized Substances produced and saved from its entire interest in the Tract on which such well is situated until such time as the net proceeds or market value thereof (after first deducting all gross production taxes, royalty, overriding royalty and interests

payable out of or measured by production) shall be equal to one hundred-fifty percent (150%) of the cost and expense of so completing said well, at which time the interest so relinquished shall revert to Non-Performer. The Non-Performer's share of Unitized Substances, either primary or secondary shall be allocated to the Working Interest Owners who have borne or shared such costs in proportion to which each Working Interest Owner's Secondary Phase Participation bears to the total Secondary Phase Participations of all such Working Interest Owners.

ARTICLE 11

ADJUSTMENT OF INVESTMENTS

11.1 Personal Property Taken Over. Upon the effective date hereof, Working Interest Owners shall deliver to Unit Operator all wells and equipment located in or on the Unit Area which the Working Interest Owners determine are necessary or desirable for conducting Unit Operations hereunder, specifically including but not limited to the following:

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

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

11.1.3 Wells to be Completed. Any well in the Unit Area which is not completed in the Unitized Formation on the effective date hereof shall be retained and operated by the Working Interest Owner owning the Tract in which said well is located; Provided, however, that when any demanded well is completed in the Unitized Formation in accordance with

Article 10 hereof, that portion of said well which is used or useable in whole or in part either for the production of Unitized Substances or for injection purposes, together with the casing therein above the base of the Unitized Formation all as outlined hereinabove in Section 11.1.1 and all lease and operating equipment in, on or appurtenant to said well which is used or useable for production of Unitized Substances shall be delivered to and taken over by Unit Operator.

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

11.2 Inventory and Evaluation of Personal Property. Working Interest Owners shall inventory and evaluate, under the supervision of Unit Operator and at unit expense, all personal property so taken over. Such inventory shall be limited, however, to those items of equipment normally considered controllable by operators of oil and gas properties as indicated in the "Materials Classification Manual", dated 1960, prepared by the Petroleum Accountants Society of Oklahoma, subject to any exceptions for specific items as agreed to by Working Interest Owners. Noncontrollable items, although excluded from the inventory, shall nevertheless be taken over by Unit Operator as provided in Section 11.1 hereof. The personal property listed on the inventories shall be evaluated on the price basis described in Exhibit "D" except that no value shall be given to the casing in any well.

11.3 Investment Adjustment. Upon approval by Working Interest Owners of the inventory and evaluation, each Working Interest Owner shall be credited with the value of its interest in all personal property taken over under Section 11.1.2 and shall be charged with an amount equal to that obtained by multiplying the total value of all personal property taken over under Section 11.1.2 by such Working Interest Owner's Secondary Phase Participation as shown in Exhibit "C" hereof. If the charge against

any Working Interest Owner is greater than the amount credited to such Working Interest Owner, the resulting net charge shall be an item of Unit Expense chargeable against such Working Interest Owner. If the credit to any Working Interest Owner is greater than the amount charged against such Working Interest Owner, the resulting net credit shall be paid to such Working Interest Owner by Unit Operator out of funds received by it in settlement of the net charges described above.

11.3.1 Wells Completed Upon Demand. After a Working Interest Owner completes a well in conformance with Section 10.1.2 hereof, and delivers same to the Unit Operator as provided in Section 11.1.3, controllable materials as defined in Section 11.1.2 shall be paid for by Unit Operator at invoice cost and charged to all Working Interest Owners in proportion to their respective Secondary Phase Participations.

11.4 General Facilities. The acquisition of warehouses, warehouse stocks, lease houses, camps, facility systems and office buildings necessary for Unit Operations shall be by negotiation by the owners thereof and Unit operator subject to the approval of Working Interest Owners.

11.5 Ownership of Personal Property and Facilities. Each Working Interest Owner, individually, shall by virtue hereof own an undivided interest equal to its Secondary Phase Participation, in all personal property and facilities taken over or otherwise acquired by Unit Operator pursuant to this agreement.

ARTICLE 12

UNIT EXPENSE

12.1 Basis of Charge to Working Interest Owners. Unit Operator initially shall pay and discharge all costs and expenses incurred in the development and operation of the Unit Area pursuant to this agreement and the Unit Agreement. Working Interest Owners shall reimburse Unit Operator for all capital expenditures, costs of development of the Unit

Area and purchases of outside substances, installation costs, development costs of water supply, water wells, injection wells, water stations and subsequent workovers, or remedial work undertaken with respect to unit owned wells, whether water or oil producing, or water injection wells, and all such reimbursement shall be made in proportion to the respective Secondary Phase Participation of the parties hereto. Working Interest Owners shall reimburse Unit Operator for all operating expenses including administrative overhead in proportion to their respective phase participations (whether primary or secondary) which were in effect when said expenses were incurred. All charges, credits, invoicing and accounting shall be in accordance with Exhibit "D" hereof.

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

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

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

12.5 Lien of Unit Operator. Each Working Interest Owner grants to Unit Operator a lien upon its Oil and Gas Rights in each Tract, its share of Unitized Substances when produced, and its interest in all unit equipment, as security for payment of its share of unit expense, together with interest thereon at the rate of six percent (6%) per annum. Unit Operator shall have the right to bring suit to enforce collection of such indebtedness with or without seeking foreclosure of the lien. In addition, upon default by any Working Interest Owner in the payment of its share of unit expense, Unit Operator shall have the right to collect from the purchaser the proceeds from the sale of such Working Interest Owners' share of Unitized Substances until the amount owed by such Working Interest Owner, plus interest as aforesaid, has been paid. Each purchaser shall be entitled to reply upon Unit Operator's written statement concerning the amount of any default.

12.6 Uncommitted Royalty. Should an owner of a Royalty Interest in any Tract fail to become a party to the Unit Agreement, and, as a result thereof, the actual Royalty Interest payments with respect to such Tract are more or less than the Royalty Interest payments computed on the basis of the Unitized Substances that are allocated to such Tract under the Unit Agreement to the extent provided below, the difference shall be borne by or inure to the benefit of Working Interest Owners, in proportion to their respective Unit Participation.

12.6.1 Burden of 1/8th Royalty. The difference to be borne by or inure to the benefit of Working Interest Owners shall not exceed an amount computed on the basis of one eighth (1/8) of the difference between the Unitized Substances allocated to the Tract and the Unitized Substances produced from the Tract. Such adjustments shall be made by charges and credits to the joint account.

12.6.2 Burden of Excess Royalty and Other Interests.

Any uncommitted Royalty Interest in excess of one eighth (1/8) shall be borne solely by the Working Interest Owner contributing such interest.

ARTICLE 13

NON-UNITIZED FORMATIONS

13.1 Right to Operate. Any Working Interest Owner that now has or hereafter acquires the right to drill for and produce oil, gas, or other minerals, from other than the Unitized Formation, shall have the right to do so notwithstanding this agreement or the Unit Agreement. In exercising the right, however, the Working Interest Owner shall exercise reasonable precaution to prevent unreasonable interference with Unit Operations. No Working Interest Owner shall produce Unitized Substances through any well drilled or operated by it. If any Working Interest Owner drills any well into or through the Unitized Formation, the Unitized Formation shall be protected in a manner satisfactory to Working Interest Owners so that the production of Unitized Substances will not adversely be affected.

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

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

13.3.1 Rights of Unit Operator and Allocation of Cost Between Unitized and Non-Unitized Operations. Unit Operator shall have the right to operate that portion of multiple-completed wells which were delivered to it pursuant to Section 11.1.1 or 11.1.3 above for production of Unitized Substance or as injection wells or for any other purpose pursuant to or in connection with the Unit Operations

provided for herein. The Working Interest Owner or owners who own Oil and Gas Rights to any formation other than Unitized Formation wherein any such multiple-completed well is situated, hereinafter called "Other Operator", shall have the right at its sole cost, risk and expense to operate that portion of such well which it has retained for the production of oil and gas from such formation other than the Unitized Formation, hereinafter called "Other Formation". The cost and expense of operating a multiple-completed well as to the Unitized Formation and keeping and maintaining the personal property delivered to Unit Operator pursuant to Sections 11.1.2 and 11.1.3, save and except for casing, shall be borne entirely by the Working Interest Owners of the Unit the same as if such well were a single completion in the Unitized Formation.

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

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

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

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

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

contained in Section 13.3.3 above.

13.3.5 Replacement Wells. If as a consequence of any deeper drilling, workover or repairs a replacement well has been proposed, either the Working Interest Owners or the other operator may elect whether or not to participate in the drilling of such replacement well as a multiple-completion well. In the event such a replacement well is to be drilled, the cost of drilling the same to the base of the Unitized Formation shall be borne by the Working Interest Owners and the other operator in equal shares ($1/2$ for dual wells or $1/3$ for triple completions to be borne by the Working Interest Owners, as the case may be) and the cost of drilling said replacement well below the Unitized Formation shall be borne by the other operator. The Working Interest Owners and the other operator shall each pay their respective completion costs in any such replacement well.

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

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

Section 13.3.3, subject however to the terms and provisions of Section 19.1.

ARTICLE 14

TITLES

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

14.2 Failure Because of Unit Operations. The failure of title to any Working Interest in any Tract by reason of Unit Operations, including non-production from such Tract, shall not change the Unit Participation of the Working Interest Owner whose title failed in relation to the Unit Participations of the other Working Interest Owners at the time of the title failure.

ARTICLE 15

LIABILITY, CLAIMS AND SUITS

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

15.2 Settlements. Unit Operator may settle any single damage claim or suit involving Unit Operations but not involving an expenditure in excess of One Thousand Dollars (\$1,000.00) provided the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above specified amount, Working Interest Owners shall assume and take over the further handling of the claim or suit unless such authority is expressly delegated to Unit Operator. All costs and expense of handling, settling, or otherwise discharging such claim or suit shall be an item of unit expense. If a claim is made against any Working Interest Owner or if any Working Interest Owner is sued on account of any matter arising from Unit Operations and over which such Working Interest Owner individually has no control because of the rights given Working Interest Owners and Unit Operator by this agreement and the Unit Agreement, the Working Interest Owner shall immediately notify the Unit Operator, and the claim or suit shall be treated as any other claim or suit involving Unit Operations.

ARTICLE 16

INTERNAL REVENUE PROVISION

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

similar to the federal provisions referred to herein.

ARTICLE 17

NOTICES

17.1 Notices. All notices required hereunder shall be in writing and shall be deemed to have been properly served when sent by mail or telegram to the address of the representative of each Working Interest Owner as furnished to Unit Operator in accordance with Article 4.

ARTICLE 18

WITHDRAWAL OF WORKING INTEREST OWNER

18.1 Withdrawal. A Working Interest Owner may withdraw from this agreement by transferring, without warranty of title, either express or implied, to the other Working Interest Owners who do not desire to withdraw, all its Oil and Gas Rights together with its interest in all Unit Equipment and in all wells used in Unit Operations. Such transfer shall not relieve said Working Interest Owner from any obligation or liability incurred prior to the date of the delivery of the transfer, which delivery may be made to Unit Operator as Agent for the transferees. The interest transferred shall be owned by the transferees in proportion to their respective Secondary Phase Participations. The transferees, in proportion to the respective interests so acquired, shall pay transferor, for its interest in Unit Equipment, the fair salvage value thereof as estimated and fixed by Working Interest Owners. After the date of delivery of the transfer, the withdrawing Working Interest Owner shall be relieved from all further obligations and liability hereunder and under the Unit Agreement, and the rights of such Working Interest Owner hereunder and under the Unit Agreement shall cease insofar as they existed by virtue of the interest transferred.

18.2 Creation of New Interest. If any Working Interest Owner shall after executing this agreement create any overriding royalty, production payment or other similar interest hereafter referred to as "New Interest", out of its interest subject to this agreement, such New Interest shall be subject to all the terms and provisions of this agreement. In the event the Working Interest Owner, owning the interest from which the New Interest was created, withdraws from this agreement under the terms of Section 17.1 or fails to pay any expenses and costs chargeable to it under this agreement and the production to the credit of such Working Interest Owner is insufficient for that purpose, the owner of the New Interest will be liable for the pro rata portion of all costs and expenses which the original Working Interest Owner, creating such New Interest, would have been liable by virtue of his ownership of the new interest had the same not been transferred. In this event, the lien provided in Section 12.5 may be enforced against such New Interest. If the owner of the New Interest bears a portion of the costs and expenses or the same is enforced against such New Interest, the owner of the New Interest will be subrogated to the rights of the Unit Operator with respect to the interest primarily chargeable with such costs and expenses.

ARTICLE 19

ABANDONMENT OF WELLS

19.1 Rights of Former Owners. If Working Interest Owners decide to abandon permanently any well within the Unit Area prior to termination of the Unit Agreement, Unit Operator shall give written notice thereof to the Working Interest Owners of the Tract on which the well is located, and they shall have the option for a period of ninety (90) days after the sending of such notice to notify Unit Operator in writing of their election to take over and own the well. Within ten (10) days after the Working Interest Owners of the Tract have notified Unit Operator of their election to take over the well, they shall pay Unit Operator, for credit to the joint account, the amount estimated by Working Interest Owners to be the net salvage value of the equipment in and on the well excluding casing. The Working Interest Owners of the Tract, by taking over the well, agree to seal off effectively and protect the Unitized Formation, and upon abandonment to plug the well in compliance with applicable laws and regulations.

19.2 Plugging. If the Working Interest Owners of a Tract do not elect to take over a well located thereon which is proposed for abandonment, Unit Operator shall plug and abandon the well in compliance with applicable laws and regulations.

ARTICLE 20

EFFECTIVE DATE AND TERM

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

20.2 Term. This agreement shall continue in effect so long as the Unit Agreement remains in effect, and thereafter until (a) all unit wells have been abandoned and plugged or turned over to Working Interest Owners in accordance with Article 20, (b) all unit equipment and real property acquired for the joint account have been disposed of by Unit Operator in accordance with instructions of Working Interest Owners, and (c) there has been a final accounting.

ARTICLE 21

ABANDONMENT OF OPERATIONS

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

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

21.1.2 Right to Operate. Working Interest Owners of any Tract that desire to take over and continue to operate wells located thereon may do so by paying Unit Operator, for credit to the joint account, the net salvage value of the equipment in and on the wells taken over (excluding casing), as estimated by Working Interest Owners, and by agreeing to plug properly each well at such time as it is abandoned.

21.1.3 Salvaging Wells. Unit Operator shall salvage as much of the casing and equipment in or on wells not taken over by Working Interest Owners of separate Tracts as can economically and reasonably be salvaged, and shall cause the wells to be plugged and abandoned properly.

21.1.4 Cost of Salvaging. Working Interest Owners shall share the cost of salvaging, liquidation or other distribution of assets and properties used in Unit Operations in proportion to their respective Secondary Phase Participations.

ARTICLE 22

EXECUTION

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

ARTICLE 23
SUCCESSORS AND ASSIGNS

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

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

GULF OIL CORPORATION

ATTEST:

[Signature]
Assistant Secretary

By W B H Hopkins
Attorney-in-Fact

Date: November 22, 1963

Form Approved
Law Dept. [Signature]

THE STATE OF NEW MEXICO |
COUNTY OF CHAVES |

The foregoing instrument was acknowledged before me this 22nd day of November, 1963, by W. B. HOPKINS, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

Eva Marie Cooper
Notary Public

My Commission Expires:
My Commission Expires August 15, 1966

EXHIBIT "C"

SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO
SCHEDULE OF UNIT PARTICIPATION

	<u>PRIMARY PHASE PARTICIPATION</u>	<u>SECONDARY PHASE PARTICIPATION</u>
AMERADA PETROLEUM CORPORATION	4.8249%	5.9319%
THE ATLANTIC REFINING COMPANY	3.9795%	3.2566%
BROSECO CORPORATION	0.4788%	0.4967%
CALIFORNIA OIL COMPANY	1.6598%	1.7638%
CARPER DRILLING COMPANY	1.9472%	0.6206%
GORDON CONE	0.0000%	0.0260%
CONTINENTAL OIL COMPANY	1.6599%	1.7639%
WILLIAM FLEMING and BESSIE FLEMING	1.5119%	0.8610%
THE FORT WORTH NATIONAL BANK, TRUSTEE	0.0000%	0.0174%
GULF OIL CORPORATION	26.9867%	15.9213%
ERNEST A. HANSON	0.3894%	0.1152%
ROBERT N. HAYNES	0.3066%	0.6364%
J. B. HEADLEY	0.0066%	0.2524%
HUMBLE OIL & REFINING COMPANY	8.7097%	8.3399%
H. L. LOWE	0.0000%	0.2426%
MARATHON OIL COMPANY	0.0000%	2.1560%
NORTH CENTRAL OIL CORPORATION	0.0000%	0.0058%
PAN AMERICAN PETROLEUM CORPORATION	5.5971%	10.6456%
P. H. PEWITT	0.0000%	0.0780%
JOHN B. RICH	0.0252%	0.0261%
SHELL OIL COMPANY	8.7488%	9.5775%
SINCLAIR OIL & GAS COMPANY	2.5642%	4.1736%
SKELLY OIL COMPANY	6.5128%	4.7553%
SOCONY MOBIL OIL COMPANY, INC.	6.8976%	8.6462%
SOHIO PETROLEUM COMPANY	1.0080%	1.0457%
SOUTHERN PETROLEUM EXPLORATION, INC.	1.7555%	3.2585%
JUNE D. SPEIGHT	0.0000%	0.0058%
TEXACO INC.	12.2984%	7.6723%
TEXAS PACIFIC OIL COMPANY	0.0000%	0.5819%
TIDEWATER OIL COMPANY	0.0000%	1.9849%
TWO STATES OIL COMPANY	0.0199%	0.7572%
L. A. WALKER	0.2725%	0.5656%
W. B. YARBOROUGH	0.9195%	1.9091%
GUY R. ZACHRY	0.9195%	1.9092%
	<hr/>	<hr/>
TOTAL UNIT PARTICIPATION	100.0000%	100.0000%

EXHIBIT " D "

Attached to and made a part of Unit Operating Agreement covering
the South Penrose Skelly Unit, Lea County, New Mexico

ACCOUNTING PROCEDURE

(JOINT OPERATIONS)

I. GENERAL PROVISIONS

1. Definitions

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

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

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

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

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

"Parties" shall mean Operator and Non-Operators.

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

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

2. Conflict with Agreement

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

3. Collective Action by Non-Operators

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

4. Statements and Billings

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

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

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

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

5. Payment and Advances by Non-Operators

Each Non-Operator shall pay its proportion of all such bills within fifteen (15) days after receipt thereof. If payment is not made within such time, the unpaid balance shall bear interest at the rate of six per cent (6%) per annum until paid.

6. Adjustments

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

7. Audits

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

II. DIRECT CHARGES

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

1. Rentals and Royalties

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

2. Labor

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

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

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

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

3. Employee Benefits

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

4. Material

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

5. Transportation

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

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

6. Services

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

7. Damages and Losses to Joint Property

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

8. Legal Expense

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

9. Taxes

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

10. Insurance Premiums

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

11. Other Expenditures

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

III. INDIRECT CHARGES

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

OPERATOR SHALL CHARGE THE JOINT ACCOUNT UNDER THE TERMS OF:

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

1. District Expense

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

2. Administrative Overhead

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

WELL BASIS (RATE PER WELL PER MONTH)

Well Depth	DRILLING WELL RATE	PRODUCING WELL RATE		
	(Use Total Depth)	(Use Current Producing Depth)		
	Each Well	First Five	Next Five	All Wells Over Ten
All Depths	\$ 350.00	\$ 45.00	\$ 45.00	\$ 45.00

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

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

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

None direct. Cost included with Paragraph 1 above.

~~4. Combined Fixed Rates~~

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

~~WELL BASIS (RATE PER WELL PER MONTH)~~

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

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

5. Application of Administrative Overhead or Combined Fixed Rates

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

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

B. The status of wells shall be as follows:

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

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

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

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

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

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

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

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

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

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

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

C. Total cost of \$100,000 or more, 2 % of the first \$100,000 plus 1 % of all over \$100,000 of total cost.

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

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

IV. BASIS OF CHARGES TO JOINT ACCOUNT

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

1. Purchases

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

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

A. New Material (Condition "A")

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

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

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

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

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

(2) Material which cannot be classified as Condition "B" but which,

(a) After reconditioning will be further serviceable for original function as good secondhand Material (Condition "B"), or

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

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

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

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

3. Premium Prices

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

4. Warranty of Material Furnished by Operator

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

5. Equipment and Facilities Furnished by Operator

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

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

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

V. DISPOSAL OF MATERIAL

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

1. Material Purchased by the Operator or Non-Operators

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

2. Division in Kind

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

3. Sales to Outsiders

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

VI. BASIS OF PRICING MATERIAL TRANSFERRED FROM JOINT ACCOUNT

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

1. New Price Defined

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

2. New Material

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

3. Good Used Material

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

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

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

4. Other Used Material

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

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

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

5. Bad-Order Material

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

6. Junk Material

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

7. Temporarily Used Material

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

VII. INVENTORIES

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

1. Periodic Inventories, Notice and Representation

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

2. Reconciliation and Adjustment of Inventories

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

3. Special Inventories

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

EXHIBIT "E"

Attached to and made a part of Unit Operating Agreement
covering South Penrose-Skelly Unit, Lea County, New Mexico.

INSURANCE

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

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

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

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

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

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER

SOUTH PENROSE SKELLY UNIT

LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned also being the owners of certain oil and gas leasehold interests in the lands or minerals embraced in said Unit Area, do hereby commit a portion of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreements or counterparts thereof. The interests committed hereto are defined as being all of the undersigned's interest in and under Tract No. 40, being Lot 4 of Section 5 and Lot 1 of Section 6, Township 22 South, Range 37 East, and expressly excluding the undersigned's interest in and under Tract No. 10, being the N/2 of Section 16, Township 22 South, Range 37 East.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

TWO STATES OIL COMPANY

ATTEST:

Walter H. Crown
Secretary
Date: 3/11/65

By: R. E. Piggot
VICE-PRESIDENT

STATE OF Texas X
COUNTY OF Dallas X

The foregoing instrument was acknowledged before me this 11 day of March, 1965 By Walter Crown, Secretary of TWO STATES OIL COMPANY, a Texas corporation, on behalf of said corporation.

My Commission Expires:
June 1, 1965

Russell Will Walker
Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER

SOUTH PENROSE SKELLY UNIT

LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B," does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof, provided, however, the undersigned specifically excepts herefrom and from the terms of said Unit Agreement Tract No. 44, as more particularly set out and described in Exhibit "B" of said Unit Agreement, it being clearly understood that the undersigned, by the execution of this Ratification of said Unit Agreement, does not by the terms hereof include within the Unit Area or the purview of the Unit Agreement said Tract 44.

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

Individual

Date: _____

Date: _____

Corporation TEXAS PACIFIC OIL COMPANY
A Division of Joseph E Seagram & Sons, Inc.

~~ATTEST:~~

By *Harry H. Mack*
ATTORNEY IN FACT

Secretary

Date: _____

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1964 by _____.

My Commission Expires: _____

Notary Public

STATE OF TEXAS X

COUNTY OF DALLAS X

The foregoing instrument was acknowledged before me this _____ day of DEC 22 1964, 1964 by HARRY H. MACK, ATTORNEY IN FACT of TEXAS PACIFIC OIL COMPANY, a Indiana corporation, on behalf of said corporation, A Division of Joseph E Seagram & Sons, Inc.

My Commission Expires: _____

Martha L. Fischer
Notary Public

MARTHA L. FISCHER, Notary Public
in and for Dallas County, Texas
My Commission Expires June 1 1965

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

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

Individual

Date: _____

Date: _____

Corporation

ATTEST:

The Fort Worth National Bank, Trustee

[Signature]
Assistant ~~Notary~~ Cashier

By [Signature]
Vice President & Trust Officer

Date: _____

STATE OF _____ Y

COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this ____ day of _____, 1964, by _____

My Commission Expires: _____

Notary Public

STATE OF Texas Y

COUNTY OF Tarrant Y

~~1964~~ The foregoing instrument was acknowledged before me this 20 day of January, ~~1964~~, by Alan C. Roberts, Vice President & Trust Officer of The Fort Worth National Bank, Fort Worth, Texas, a _____ corporation, on behalf of said corporation, in its fiduciary capacity as Trustee.

My Commission Expires: _____

[Signature] VIRGIL LEE HICKEY
Notary Public

June 1, 1965

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

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

Individual

Date: Dec. 17, 1964

Guy R Zachry

Date: JAN 13, 1965

Beulah A Zachry

Corporation

NEW MEXICO BANK AND TRUST COMPANY

ATTEST:

Arlanddum
~~XXXXXXXXXXXXXXXXXXXX~~ Cashier
Date: January 18, 1965

By Leon G. Harmon
Leon G. Harmon
President

STATE OF NEW MEXICO X
COUNTY OF LEA X

The foregoing instrument was acknowledged before me this 18th day of January, 1965, ~~XXXX~~ by Guy R. Zachry and Beulah A. Zachry, his wife.

My Commission Expires:
January 23, 1965

Shirley M. Hooper
Notary Public

STATE OF NEW MEXICO X
COUNTY OF LEA X

The foregoing instrument was acknowledged before me this 18th day of January, 1965, ~~XXXX~~ by Leon G. Harmon, President of New Mexico Bank and Trust Company, a _____ corporation, on behalf of said corporation.

My Commission Expires:
January 23, 1965

Shirley M. Hooper
Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

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

Individual

Date: _____

Date: _____

Corporation

TIDEWATER OIL COMPANY

ATTEST:

W. Nichols

Assistant Secretary

Date: 10-22-64

By

E. B. Miller, Jr.

VICE PRESIDENT

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____.

My Commission Expires: _____

Notary Public

STATE OF Delaware X

COUNTY OF Harrison X

The foregoing instrument was acknowledged before me this 22 day of October, 1964, by E. B. MILLER, JR., Vice President of TIDEWATER OIL COMPANY, a Delaware corporation, on behalf of said corporation.

My Commission Expires: 10-1-64

Virginia Holloman
Notary Public

VIRGINIA HOLLAMAN
Notary Public in and for Harris County, Texas

WORKING INTEREST OWNER'S JOINDER
IN UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
SOUTH PENROSE SKELLY UNIT, LEA COUNTY, NEW MEXICO

WHEREAS, the undersigned has received a counterpart of an instrument entitled "Unit Agreement, South Penrose Skelly Unit, Lea County, New Mexico", providing for the development and operation of 4,399.06 acres, more or less, in Township 22 South, Range 37 East, N.M.P.M., Lea County, New Mexico, as to the "Unitized Formation" as said term is defined in said Unit Agreement, and a counterpart of an instrument entitled "Unit Operating Agreement, South Penrose Skelly Unit, Lea County, New Mexico", both of which were executed by Gulf Oil Corporation as the Unit Operator and as a Working Interest Owner, to provide for conducting secondary recovery operations; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and by other instrument agreeing to be bound by the provisions thereof; and,

WHEREAS, the undersigned Working Interest Owner, whose interests are defined in said instruments and exhibits, desires, subject to the condition hereinafter set forth, to ratify and consent to said Unit Agreement and Unit Operating Agreement by the execution of this instrument, agreeing to be bound by the provisions thereof:

NOW, THEREFORE, in consideration of the premises, and of the mutual advantages to be secured by all who become parties to said instrument, the undersigned Working Interest Owner does by these presents and subject to the condition herein set forth agree to be bound by and expressly ratify and consent to all of the terms and provisions of the aforesaid Unit Agreement and Unit Operating Agreement.

This instrument is executed and delivered by Shell Oil Company, the undersigned Working Interest Owner, upon the condition that it shall cease to be binding upon Shell Oil Company and shall be of no further force or effect unless prior to the effective date of the aforesaid Unit Agreement and Unit Operating Agreement, the Working Interest Owners agree as follows:

(1) The cost of any and all cementing that may be necessary behind the casing in order to effect and utilize a completion in the Unitized Formation in any and all wells delivered to Unit Operator by Shell Oil Company shall be borne by Working Interest Owners pursuant to the provisions of the second grammatical paragraph of Section 10.1 of said Unit Operating Agreement.

(2) As to each well delivered to Unit Operator by Shell Oil Company, Shell Oil Company reserves and shall have the right at any time and from time to time to dually complete and/or recomplate said well in any formation, other than the Unitized Formation, and to utilize said completion for any purpose that Shell Oil Company may from time to time elect; provided, however, that the operation of any and all such dually completed wells shall be subject to all applicable provisions of Article 13 of said Unit Operating Agreement, except Section 13.3.2 thereof.

EXECUTED the 11 day of December, 1964.

SHELL OIL COMPANY

By: J. V. Lindsey
Attorney in Fact

STATE OF TEXAS |
 |
COUNTY OF MIDLAND |

The foregoing instrument was acknowledged before me this 11 day of December, 1964, by J. V. LINDSEY, Attorney in Fact of SHELL OIL COMPANY, a Delaware corporation, on behalf of said corporation.

My commission expires:

June 1, 1965

Rosalyn Magee Notary Public in and for
Midland County, Texas

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

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

Individual

Date: _____

Date: _____

Corporation

ATTEST:

CONTINENTAL OIL COMPANY

[Signature]
Assistant Secretary
Date: October 23, 1964

By [Signature] 02
ATTORNEY IN FACT [Signature]

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this ____ day of _____, 1964, by _____

My Commission Expires: _____

Notary Public

STATE OF Texas X
COUNTY OF Tarrant X

The foregoing instrument was acknowledged before me this 23 day of October, 1964, by ROY M. MAYS, ATTORNEY IN FACT, of CONTINENTAL OIL COMPANY, a Delaware corporation, on behalf of said corporation.

My Commission Expires: 6-1-65

Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

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

Individual

Date: August 14, 1964

J. B. Headley

Date: _____

Corporation

ATTEST:

Assistant Secretary
Date: _____

By _____

STATE OF NEW MEXICO X
COUNTY OF CHAVES X

The foregoing instrument was acknowledged before me this 14th day of August, 1964, by J. B. Headley, a Widower

My Commission Expires: 10-8-65

R. B. Parker
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this ___ day of _____, 1964, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

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

Individual

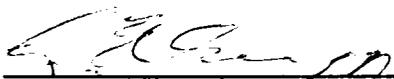
Date: _____

Date: _____

Corporation

ATTEST:

SOUTHERN PENROSE EXPLORATION, INC.



Assistant Secretary

By  _____
President

Date: August 13, 1964

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____.

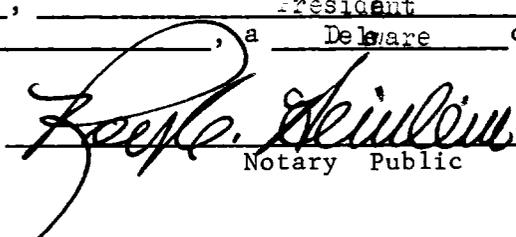
My Commission Expires: _____

Notary Public

STATE OF DELAWARE X
COUNTY OF DELR X

The foregoing instrument was acknowledged before me this 12 day of August, 1964, by John C. Wright, President of SOUTHERN PENROSE EXPLORATION, INC., a Delaware corporation, on behalf of said corporation.

My Commission Expires: _____



Notary Public

My Commission Expires
June 11, 1968

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

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

Individual

Date: _____

Date: _____

APPROVED AS TO FORM *[Signature]*

Corporation

SKELLY OIL COMPANY

ATTEST:

R. Kendall Sherrill
Assistant Secretary

By *C. L. Blacksher*
Vice President

Date: August, 1964

STATE OF _____ Y
COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____

My Commission Expires: _____

Notary Public

STATE OF Oklahoma Y
COUNTY OF Tulsa Y

The foregoing instrument was acknowledged before me this 2nd day of October, 1964, by C. L. Blacksher, Vice President of Skelly Oil Company, a Delaware corporation, on behalf of said corporation.

My Commission Expires: _____
My Commission Expires May 31, 1967

Rois L. Allen
Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

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

Individual

H. L. Lowe
a single man

Date: October 24, 1964

Date: _____

Corporation

ATTEST:

Assistant Secretary
Date: _____

By _____

STATE OF Texas _____ Y
COUNTY OF Lubbock _____ Y

The foregoing instrument was acknowledged before me this 24 day of October, 1964, by H. L. Lowe - a single man

My Commission Expires:
6/1/65

Betty S. West Betty S. West
Notary Public

STATE OF _____ Y
COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this ___ day of _____, 1964, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

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

Mary D. Fleming Walsh (MDFW)
Individual

Wm. FLEMING ESTATE

By Bessie M. Fleming

By Mary D. Fleming Walsh

By Richard F. Walsh

By Harry C. Weeks

All Independent Executors of the Estate of
Wm. Fleming, Deceased

Corporation

Date: _____

Date: Oct. 21, 1964

ATTEST:

Assistant Secretary
Date: _____

By _____

STATE OF TEXAS Y
COUNTY OF TARRANT Y

The foregoing instrument was acknowledged before me this 20th day of October, 1964, by Mary D. Fleming Walsh, Individually; and Mary D. Fleming Walsh and Richard F. Walsh in the capacity stated.

My Commission Expires:
June 1, 1965

Geo. S. Williams
Notary Public Geo. S. Williams

STATE OF TEXAS Y
COUNTY OF TARRANT Y

The foregoing instrument was acknowledged before me this 21st day of October, 1964, by Bessie M. Fleming and, Harry C. Weeks in the capacity stated. ~~of~~

My Commission Expires:
June 1, 1965

Frances Crow
Notary Public Frances Crow

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
 SOUTH PENROSE SKELLY UNIT
 LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

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

Individual

Date: _____

Date: _____

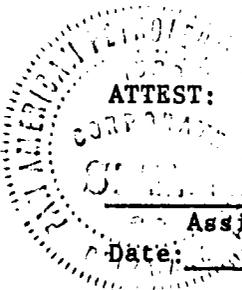
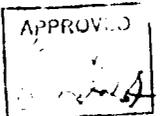
Corporation

PAN AMERICAN PETROLEUM CORPORATION

By C. F. Bedford

ATTORNEY-IN-FACT

P. O. BOX 1410
 FORT WORTH, TEXAS



ATTEST:

 Assistant Secretary

STATE OF _____ X
 COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____

My Commission Expires: _____

Notary Public

STATE OF _____ X
 COUNTY OF _____ X

The foregoing instrument was acknowledged before me this 14 day of June, 1964, by C. F. BEDFORD, ATTORNEY-IN-FACT of PAN AMERICAN PETROLEUM CORPORATION, a Delaware corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

Thomas Prater THOMAS PRATER

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

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

Individual

Date: _____

Date: _____

Corporation

ATTEST:

THE ATLANTIC REFINING COMPANY

Mary C. Drayer
Assistant Secretary
Date: _____

By *H. O. Harris, Jr.*
H. O. Harris, Jr., Assistant Vice President *HRJ*

STATE OF _____ Y
COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____.

My Commission Expires: _____

Notary Public

STATE OF Texas Y
COUNTY OF Dallas Y

The foregoing instrument was acknowledged before me this 12 day of October, 1964, by H. O. Harris, Jr., Assistant Vice President of THE ATLANTIC REFINING COMPANY, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires: June 1, 1965

Holly Mae Tippett
Notary Public
HOLLY MAE TIPPETT

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

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

Individual

Date: 10-8-64

W. B. Garbrough

Date: _____

Corporation

ATTEST:

Assistant Secretary
Date: _____

By _____

STATE OF Texas X
COUNTY OF Midland X

The foregoing instrument was acknowledged before me this 8th day of October, 1964, by W. B. Garbrough.

My Commission Expires: June, 1965

Lynna Nell Browning
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this ___ day of _____, 1964, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

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

Individual

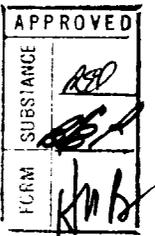
Date: _____

Date: _____

Corporation

ATTEST:

SINCLAIR OIL & GAS COMPANY



B. B. Sullivan
Assistant Secretary

By R. M. Kobdich
Vice-President

Date: AUG 31 1964

STATE OF _____ Y
COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____.

My Commission Expires: _____

Notary Public

STATE OF Texas Y
COUNTY OF Midland Y

The foregoing instrument was acknowledged before me this 31ST day of August, 1964, by R. M. Kobdich, Vice-President of Sinclair Oil & Gas Company, a Maine corporation, on behalf of said corporation.

My Commission Expires: June 1, 1965

Ellen Miller
Notary Public
in and for Midland County, Texas.

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

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

Individual

Date: _____

Date: _____

Corporation

SOHIO PETROLEUM COMPANY

~~ADDRESS:~~

By *Cecil C. Irby*
Agent and Attorney in Fact

PRM 8/11/64

~~AGGREGATION STATEMENT~~
Date: _____

STATE OF _____ Y
COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____

My Commission Expires: _____

Notary Public

STATE OF OKLAHOMA Y
COUNTY OF OKLAHOMA Y

The foregoing instrument was acknowledged before me this 19th day of August, 1964, by Cecil C. Irby, Agent and Attorney in Fact of Sohio Petroleum Company, an Ohio corporation, on behalf of said corporation.

My Commission Expires:
My Commission Expires Apr. 26, 1968

Jessie Dewees
Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

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

Individual

Gordon M. Cone

Date: September 24, 1964

Kathleen Cone

Date: September 24, 1964

Corporation

ATTEST:

Assistant Secretary
Date: _____

By _____

STATE OF NEW MEXICO X
 X
COUNTY OF LEA X

The foregoing instrument was acknowledged before me this 24 day of September, 1964, by GORDON M. CONE and wife, KATHLEEN CONE.

My Commission Expires:
Sept. 4, 1965

Jeanne D. Winkles
Notary Public

STATE OF _____ X
 X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this ___ day of _____, 1964, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

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

Individual

Date: _____

Date: _____

Corporation

CALIFORNIA OIL COMPANY

By V. L. Taylor
Attorney-in-Fact

By H. L. Smith
Attorney-in-Fact

ATTEST:

By _____

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 16th day of September, 1964, by V. L. Taylor and H. L. Smith, Attorneys in Fact for California Oil Company, a California Corporation, on behalf of said corporation.

Barbara Robertson
Notary Public

BARBARA ROBERTSON
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1965

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

_____ Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

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

Individual

Date: _____

Date: _____

Corporation

ATTEST:

HUMBLE OIL & REFINING COMPANY

By C. M. Carothers

AGENT AND ATTORNEY-IN-FACT

Assistant Secretary

Date: _____

STATE OF _____ X

X

COUNTY OF _____ X

X

The foregoing instrument was acknowledged before me this ___ day of _____, 1964, by _____.

My Commission Expires: _____

Notary Public

STATE OF Texas X

X

COUNTY OF Midland X

X

The foregoing instrument was acknowledged before me this 8th day of September, 1964, by C. M. Carothers, AGENT AND ATTORNEY-IN-FACT of Humble Oil & Refining Company, a Delaware corporation, on behalf of said corporation.

My Commission Expires: June 1, 1965

Evalena Edwards
Notary Public

EVALENA EDWARDS Notary Public
MIDLAND COUNTY, TEXAS

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

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

Individual

Date: _____

Date: _____

Corporation

ATTEST:

AMERADA PETROLEUM CORPORATION

J. K. Humphreys
Assistant Secretary

By [Signature]
Senior Vice President

Date: August 20, 1964

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____.

My Commission Expires: _____

Notary Public

STATE OF OKLAHOMA X
COUNTY OF TULSA X

The foregoing instrument was acknowledged before me this 20th day of August, 1964, by John P. Hammond, Senior Vice President of AMERADA PETROLEUM CORPORATION, a Delaware corporation, on behalf of said corporation.

My Commission Expires: February 8, 1965

[Signature]
Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
 SOUTH PENROSE SKELLY UNIT
 LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

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

Date 8/21/64

SOCONY MOBIL OIL COMPANY, INC.

By [Signature]
 Attorney in Fact

APPROVED	
Acctg.	<u>[Signature]</u>
Gas	<u>[Signature]</u>
Land	<u>[Signature]</u>
Legal	<u>[Signature]</u>
P. E.	<u>[Signature]</u>
Title R.	<u>[Signature]</u>
Prod.	<u>[Signature]</u>

THE STATE OF TEXAS
 COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this day personally appeared _____, as Attorney in Fact for SOCONY MOBIL OIL COMPANY, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed said instrument as the act of SOCONY MOBIL OIL COMPANY, INC., and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21 day of August, A.D. 1964.

My Commission Expires:
6/1/65

[Signature]
 Notary Public in and for
 Midland County, Texas
 JANET G. BOLIGHTLY
 In and for Midland County, Texas

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

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

Individual

Date: August 25, 1964

Robert N. Haynes

Date: August 25, 1964

Margaret Boyd Haynes

Corporation

ATTEST:

Assistant Secretary
Date: August 25, 1964

By _____

STATE OF Texas X
COUNTY OF Harris X

The foregoing instrument was acknowledged before me this 25th day of August, 1964, by Robert N. Haynes and Margaret Boyd Haynes as husband and wife.

My Commission Expires:

June 1965

Mrs Marie Green
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this ___ day of _____, 1964, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

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

Individual

Date: _____

Date: _____

Corporation

TEXACO Inc.

ATTEST:

Assistant Secretary

Date: _____

By *Maxine McCormick*
Attorney-in-Fact

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this ___ day of _____, 1964, by _____.

My Commission Expires: _____

Notary Public

STATE OF Texas X

COUNTY OF Midland X

The foregoing instrument was acknowledged before me this 12 day of August, 1964, by W. C. Lenz, Attorney-in-Fact of Texaco Inc., a Delaware corporation, on behalf of said corporation.

My Commission Expires: June, 1965

Maxine McCormick MAXINE MCCORMICK
Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

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

Individual

Date: _____

Date: _____

Corporation

~~ATKESKX~~

MARATHON OIL COMPANY



By I. G. Burrell

I. G. Burrell, Division Manager

~~Assistant~~ Secretary

Date: August 11, 1964

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____.

My Commission Expires: _____

Notary Public

STATE OF TEXAS X

COUNTY OF HARRIS X

The foregoing instrument was acknowledged before me this 11th day of August, 1964, by I. G. BURRELL, Division Manager of MARATHON OIL COMPANY, an Ohio corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

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

Individual

Date: August 14, 1964 _____
John B. Rich

Date: _____

Corporation

ATTEST:

Katharine G. Tarkes
Assistant Secretary
Date: August 14, 1964

By *John B. Rich*
Executive Vice President
TERMS AND CONTENTS APPROVED
BY *John P. Minnigh*

STATE OF MARYLAND X
COUNTY OF BALTIMORE X

The foregoing instrument was acknowledged before me this 14 day of August, 1964, by John B. Rich

My Commission Expires:
May 3, 1965

Sealab M. Benson
Notary Public

STATE OF MARYLAND X
COUNTY OF BALTIMORE X

The foregoing instrument was acknowledged before me this 14 day of August, 1964, by John B. Rich, Executive Vice President of Broseco Corporation, a Maryland corporation, on behalf of said corporation.

My Commission Expires:
May 3, 1965

Sealab M. Benson
Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

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

Individual

Date: Aug. 10, 1964

Ernest A. Hansen

Date: _____

Corporation

ATTEST:

Assistant Secretary

By _____

Date: _____

STATE OF NEW MEXICO X
COUNTY OF CHAVES X

The foregoing instrument was acknowledged before me this 10th day of August, 1964, by Ernest A. Hansen

My Commission Expires: _____
MY COMMISSION EXPIRES FEBRUARY 28, 1966

Emerson B. Lockhunter
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this ___ day of _____, 1964, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

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

Individual

Date: _____

Date: _____

Corporation

ATTEST:

CARPER DRILLING COMPANY, INC.

John [Signature]
Assistant Secretary.

By Marshall Rowley [Signature]
Marshall Rowley, Exec. Vice-Pres.

Date: Aug 11, 1964

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____.

My Commission Expires: _____

Notary Public

STATE OF New Mexico X

COUNTY OF Eddy X

The foregoing instrument was acknowledged before me this 11th day of August, 1964, by Marshall Rowley, Exec. Vice-Pres., _____ of CARPER DRILLING COMPANY, INC., a New Mexico corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

10-6-67

Robert E. Boling [Signature]
Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

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

Individual

Date: _____

Date: _____

Corporation

NORTH CENTRAL OIL CORPORATION

ATTEST:

Archie E. Groff
ARCHIE E. GROFF Assistant Secretary
Date: August 10, 1964

By *John P. Wemple*
JOHN P. WEMPLE VICE PRESIDENT

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____.

My Commission Expires: _____

Notary Public

STATE OF TEXAS X
COUNTY OF HARRIS X

The foregoing instrument was acknowledged before me this 10th day of August, 1964, by JOHN P. WEMPLE, VICE PRESIDENT of NORTH CENTRAL OIL CORPORATION, a Delaware corporation, on behalf of said corporation.

My Commission Expires: _____

Agnes T. Lacey

Notary Public