

HACKBERRY HILLS UNIT
Townships 21 and 22 South
Ranges 25 and 26 South
Eddy County, New Mexico
Proposed 12,000' Devonian Test
Columnar Section
Roswell District

Vert. Scale
1" = 1400' (Approx.)

Gulf Oil Corporation ROSWELL PRODUCTION DISTRICT P. O. Drawer 1938 W. B. Hopkins June 4, 1963 DISTRICT MANAGER A Roswell, New Mexico M. I. Taylor DISTRICT PRODUCTION MANAGER F. O. Mortlock DISTRICT EXPLORATION MANASER H. A. Rankin Hackberry Hills Unit No. 14-08-DISTRICT SERVICES MANAGER File No. 3-00259

0001-7348, Eddy County, New Mexico

United States Department of the Interior Geological Survey Post Office Drawer 1857 Roswell, New Mexico

Attention: Mr. John A. Anderson

Gentlemen:

Enclosed for your further handling in connection with the Royalty Owners' "Consent and Ratification" of the subject Unit, are four copies of "Consent to Subsequent Joinder" duly executed in behalf of the several Working Interest Owners, together with "Consent and Ratification" instrument of Roy L. Flood, owner of an overriding royalty in Tract No. 13. This "Consent and Ratification" was obtained subsequent to the approval of this Unit by the Director.

Yours very truly,

Al Centra

F. E. Curtis, Jr. District Landman

Enclosures JWE:sz

cc: w/Enclosures

Commissioner of Public Lands State of New Mexico Post Office Box 791 Santa Fe, New Mexico

Oil Conservation Commission State of New Mexico Post Office Box 871 Santa Fe, New Mexico

### MAIN OFFICE OCC

Hackberry Hills Unit Agreement
No. 14-08-0001 7348, Eddy County,
New Mexico
Effective Date: February 27, 1961

#### CONSENT TO SUBSEQUENT JOINDER

The undersigned Working Interest Owners pursuant to Section 29 of the Hackberry Hills Unit Agreement hereby consent to the joinder of the non-working interest owner hereinafter described, a copy of which joinder is attached hereto and made a part hereof.

Name of Owner of Non-Working Interes	<u>3 t</u>
Roy L. Flood	4
BB of the Unit Operating Agreement the owners of all the working interest in	•
this instrument is executed by the unde	er-
Pecember, 1962.	
NORTHERN NATURAL GAS PRODUCTNG COMPA	YN
Vice-President	
GULF OIL CORPORATION Comptr	
Exp.	
WEH a Shine	- 25
Attornay-in-Fact	-
THE PURE OUL COMPANY	
CAM O	
>	B of the Unit Operating Agreement the wners of all the working interest in this instrument is executed by the under the working interest in this instrument is executed by the under the working interest in this instrument is executed by the under working interest in this instrument is executed by the under working interest in this instrument is executed by the under working interest in this instrument is executed by the under working interest in this instrument is executed by the under working interest in this instrument is executed by the under working interest in this instrument is executed by the under working interest in this instrument is executed by the under working interest in this instrument is executed by the under working interest in this instrument is executed by the under working interest in this instrument is executed by the under working interest in this instrument is executed by the under working in the u

MARATHON OIL COMPANY

By Vixoedineeddentx

R. M. Wilson, Assistant Division Manager

PAN AMERICAN PETROLEUM CORPORATION

ATTEST:

By John of

APPROVED BAY LANGE

ATTORNEY-IN-FACT

one

	THE SUPERIOR OIL COMPANY	All she
ACTEST:  Asistant Scenary	Ry Chica-President	Bush
Ammram	SINCLAIR OTH & GAS COMPANY	APPROVED
Assistant Secretary	Fo State - President	ORM BUESTANCI
	TEXACO INC.	₹ 67
	By Lakely to	-
ATTEST:	TIDEWATER OIL COMPANY	
Assistant Secretary	By USTICE-President	
ŭ	En A. HANSON	
STATE OF <u>hebrasha</u> COUNTY OF <u>Jouglas</u>	<b>≬</b> <b>≬</b>	
day of YMAN Vice-President of NORTHER	nstrument was acknowledged before m, 1962 by achon m. Boton N NATURAL GAS PRODUCING COMPANY, a on behalf of said comporation.	ne this <u>23-0</u>
<u>и 2-ши</u> остроить,	Notary Public	
My Commission Expires:		
STATE OF NEW MEXICO	Ĭ	
COUNTY OF CHAVES	<b>Q</b>	•••
The foregoing is day of Liceut & Country in Fact for GULF on behalf of said corpora	nstrument was acknowledged before m , 1962 by W. B. Hopkins OIL CORPORATION, a Pennsylvania co	orporation,
on behalf of said corpora	- Con Main Conco	e Steel Marie (November 1988) e Steel Marie (November 1988) e Aguston (November 1988) e Aguston (November 1988)
My Commission Expires:	Notary Public	

	STATE OF _	TEXAS	≬			
	COUNTY OF	HARRIS	Ĭ			
		n Producing Divis	ion of	, 196 <b>3</b> , b THE PURE		ock, Division Manager,of
	. 1			7	2	
	My Commiss  June 1	sion Expires:		No.	tary Public	
	STATE OF _	TEXAS	(			
	COUNTY OF	HARRIS				
a	n Assistant	bruary, 1963  Division Manager  corporate BIGGS	, <b>¾XXX</b> , of	by R. M MARATHON	owledged be Wilson OIL COMPAN said corpo	
	Notary Public, in and My Commission Ex	for Harris County, Texas pires June 1, 19	77	Parjone	Siggs otary Aubli	
	My Commiss	sion Expires:		N	otar <b>y A</b> ubli	.c
	STATE OF _	Texas				
	COUNTY OF	Tarrant				
	day of	The foregoing  March  ATTORNEY-IN-FACT  AWace	instrument , 196 <b>3</b> of corporation	, by PAN AMER , on beha	D. B. Mason, J ICAN PETROL If of said	Fore me this 4/77, LEUM CORPORATION, corporation.
	My Commiss	sion Expires:		Marat No Do	tary Public rothy W. Woods	ruff l
					"	
		CORPO	RATION ACKN	OWLEDGME	NT	
THE STAT	77 4 70 70 7	<del></del>	}			`
BEFOR	E ME, the un	dersigned authority	in and for said	County and	State, on this	day personally appeared
	C. A. Not	ole	and F. J.	Kelly		personally known
to me to be	V1ce	President	and	Asst. Se	cretary	, respectively, of
they know t edged to me tively, and o Board of Di	s are subscribe he corporate se that as such o aused the corporectors of said	d to the foregoing in eal of said corporation officers, respectively orate seal of said con corporation, as their	strument, who so in is the seal aff to they executed poration to be a free and volun	severally, being ixed to the formal and delivered affixed theres ary act and o	ng by me duly sworegoing instrument in said instrument to to the deed, and as the to	wn to me to be the persons orn, deposed and said that ent and severally acknowlate as said officers, respective authority given by the free and voluntary act and e capacities therein stated.
GIVEN	UNDER MY	HAND AND SEAL	OF OFFICE, ti	nis 25th	day of March	1963.
My Commis	sion Expires	June 1, 1963	mandagana on and o o	60,	une.	Stule

Corinne Steele
Notary Public in and for Harris County, Texas

STATE OF EXAS COUNTY OF Michael	I		
a day of Decrea	nstrument	was acknowledged before, 1962, by R. L. of SINCLAIR OIL & on, on behalf of said	GAS COMPANY, d corporation.
My Commission Expires:  STATE OF Texas	δ		V
COUNTY OF Midland	nstrument	was acknowledged befo	one me this
27th day of Decemb	(बुट	_, 1962, by <u>_ j. L. s</u>	leeper, Jr.  Delaware
My commission Expires:	_/2	Notary Public	ETTY R. DAVIS
COUNTY OF Harri	Ĭ 		ð.
23 rd day of (you	_ { ce President	was acknowledged before, 1962, by E.B. OF TIDEWAT n, on behalf of said	MILDER, JK. ER. OIL, COMPANY.
My Commission Expires:		Notary PubPic  MOLLY PIX  Notary Public in and for Ha  My Commission Expires	ris County Texes
COUNTY OF CRACES	<b>I</b>		
The foregoing in day of	nstrument	was acknowledged before, 1962, by E. A.	ore me this HANSON .
My Commission Expires:  BY COMMISSION EXPISES FEBRUARY 28, 1964	Bm	Notary Public	tw

WVK:eji (9) 11-12-62

# CONSENT AND RATIFICATION OF HACKBERRY HILLS UNIT AGREEMENT EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge
receipt of a copy of the Unit Agreement for the development and opera-
tion of the Hackberry Hills Unit Area embracing lands in Eddy County,
New Mexico, which said Agreement is dated the 26 day of
January, 1961, and acknowledge that they have read the
same and are familiar with the terms and conditions thereof.
The undersigned also being the owners of royalty, overriding
royalty or production payment interests in the lands or minerals em-
braced in said Unit Area, do hereby commit all of their said interests
to the Hackberry Hills Unit Agreement and do hereby consent thereto
and ratify and agree to be bound by all of the terms and provisions there-
of, exactly the same as if the undersigned had executed the original of
said Unit Agreement or a counterpart thereof.
IN WITNESS WHEREOF this instrument is executed by the under-
signed as of the date set forth in their respective acknowledgments.
Kay I Flood
STATE OF New Mexico
COUNTY OF Chaves
The foregoing instrument was acknowledged before me this
day of March, 1961, by Roy L. Flood
TOSWEIL, N. III
Notary Public
· · · · · · · · · · · · · · · · · · ·

My Commission Expires:
My Commission Expires Februar 28 1909

APR 191961

NOW NEW MEXICO

### Gulf Oil Corporation

2151

ROSWELL PRODUCTION DISTRICT

May 3, 1963

P. O. Drawer 1938 Roswell, New Mexico

W. B. Hopkins
DISTRICT MANAGER
M. I. Taylor
DISTR CT PRODUCTION
MANAGER
F. O. Mortlock
DISTR CT EXPLORATION
MANAGEP
H. A. Rankin
DISTR CT SERVICES MANAGER

Hackberry Hills Unit No. 14-08-0001-7348 Eddy County, New Mexico File No. 3-00259

United States Department of the Interior Geological Survey Post Office Drawer 1857 Roswell, New Mexico

Attention: Mr. John A. Anderson

Gentlemen:

Enclosed for your further handling in connection with the royalty owners "Consent and Ratification" of the subject Unit are four copies of "Consent to Subsequent Joinder" duly executed in behalf of Texaco Inc. and Tidewater Oil Company as working interest owners together with Consent and Ratification instrument of royalty owner with respect to Tract No. 20 in this Unit.

This Consent and Ratification was obtained subsequent to approval of this Unit by the Director.

Yours very truly,

F. E. Curtis, Jr. District Landman

Enclosures JWE:dch

cc: Commissioner of Public Lands State of New Mexico Post Office Box 791 Santa Fe, New Mexico

Oil Conservation Commission State of New Mexico Post Office Box 871 Santa Fe, New Mexico



LB 201 7 W 15

Hackberry Hills Unit Agreement
No. 14-08-0001 7348, Eddy County,
New Mexico

Effective Date: February 27, 1961

#### CONSENT TO SUBSEQUENT JOINDER

The undersigned Working Interest Owners pursuant to Section 29 of the Hackberry Hill's Unit Agreement hereby consent to the joinder of the non-working interest owner hereinafter described, a copy of which joinder is attached hereto and made a part hereof.

Tract No.	or Nos. Affected	Name of Owner of Non-Working Interest
	20	Dan Ella Miller
simped th		F this instrument is executed by the unier-
pregred ou	15 <u>27</u> day 01 _	, 1902.
		TEXACO INC.
ATTEST:	Secretary	By Lleight Attorney in-Fact
		TIDEWATER OIL COMPANY
ATTEST:	nnaman Asst.Secretary	By Eld Mullu- Vice-President
STATE OF	Texas	Vice-II-Saident
COUNTY OF The of De		ent was acknowledged before me this 27th day 2, by
poration.		$\rho = \rho \Lambda$
	sion Excires:	Betty Rotary Public
OF	-,	<b>∑</b>
	11	{
el VIDEWA	foregoing instrum, 190 TER OIL COMPANY, a orporati	ent was acknowledged both to the this day 62; by <u>r. B. MILLER 19</u> , Vice in file of the contraction, contract
mmis	sion E Pes:	Notary Public

ILLEGIBLE

MOLLY FITKIN

Notary Public in and for Harris County, Texas My Corrections Lights June 1, 1968

# CONSENT AND RATIFICATION OF HACKBERRY HILLS UNIT AGREEMENT EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge
receipt of a copy of the Unit Agreement for the development and opera-
tion of the Hackberry Hills Unit Area embracing lands in Eddy County,
New Mexico, which said Agreement is dated the 16th day of
January , 1961, and acknowledge that they have read the
same and are familiar with the terms and conditions thereof.
The undersigned also being the owners of royalty, overriding
royalty or production payment interests in the lands or minerals em-
braced in said Unit Area, do hereby commit all of their said interests
to the Hackberry Hills Unit Agreement and do hereby consent thereto
and ratify and agree to be bound by all of the terms and provisions there-
of, exactly the same as if the undersigned had executed the original of
said Unit Agreement or a counterpart thereof.
IN WITNESS WHEREOF this instrument is executed by the under-
signed as of the date set forth in their respective acknowledgments.
Dan Ella Miller
STATE OF Zecas
COUNTY OF Eclass
day of The foregoing instrument was acknowledged before me this It
- Catara arta.
Notary Public
My Commission Expires:

MECZIVED

Vertical Vertication

APR 1 9 1961

### Gulf Oil Corporation.

ROSWELL PRODUCTION DISTRICT

W. A. Shellshear DISTRICT MANAGER F. O. Mortlock DISTRICT EXPLORATION MANAGER M. I. Taylor DISTRICT PRODUCTION H. C. Vivian

D STRICT SERVICES MANAGER

February 22, 1961

P. P. Drawer 669
Roswell, New Mexico

Can # 2181

Hackberry Hills Unit Eddy County, New Mexico Case No. 2181 Order No. R-1871

Oil Conservation Commission State Land Office Building Santa Fe, New Mexico

Attention: Mr. A. L. Porter, Jr.

Gentlemen:

With reference to the subject unit we furnished your office on February 8, 1961, one executed copy each of the Unit Agreement and Unit Operating Agreement covering the Hackberry Hills Unit and advised at that time that the signature page evidencing execution on behalf of The Superior Oil Company would be forwarded at a later date.

Accordingly, there are enclosed the signature and acknowledgment pages of The Superior Oil Company for each agreement, which we shall appreciate your inserting in the proper place in the counterparts now in your possession.

Yours very truly,

F. E. Curtis, Jr. District Landman

Enclosures JWE:sz



#### THE PURE OIL COMPANY

ATTEST:	
	BY:
Oate:	SKELLY OIL COMPANY
TTEST:	BY:
Assistant Secretary	BY: Its
TTEST:	THE OHIO OIL COMPANY
Assistant Secretary	BY:
ate:TTEST:	HONOLULU OIL CORPORATION
Assistant Secretary	
TTEST:	SUN OIL COMPANY
	BY:
TTEST:	NORTHERN NATURAL GAS PRODUCING COMPA
	BY:
ate:	
ate: 2/3/5	BY: Wengden W. Mengden
TTEST:	Assistant Secretary B W Burkh SINCLAIR OIL & GAS COMPANY
Assistant Secretary	BY:
ate:	
Unit Agreement Hackberry Hills Unit, T-21 & 2 Eddy County, New Mexico	- 23 - 22-S, R-25 & 26-E,

	,
STATE OF Leave )	
COUNTY OF Misland)	
February, 1961, by W. Mengden	acknowledged before me this day of VICE PRESIDENT of THE SUPERIOR ion, on behalf of said corporation.
OIL COMPANY / a <u>alifornia</u> corporati	ion, on behalf of said corporation.
My Commission Expires: My Commission Expires June 1, 1961	Notary Public
Jackie Fervoy	Notary Fublic
STATE OF )	
COUNTY OF )	
	acknowledged before me thisday ofday of SINCLAIR OIL &
GAS COMPANY, a corporat	of SINCLAIR OIL & ion, on behalf of said corporation.
My Commission Expires:	Notary Public
	Notally Public
STATE OF )	
COUNTY OF )	
COUNTY OF	
The foregoing instrument was, 1961, by	acknowledged before me this day of
INC., a corporation, or	of TEXACO SEABOARD of behalf of said corporation.
My Commission Expires:	Note we Dublic
	Notary Public
STATE OF )	
COUNTY OF )	
•	
	acknowledged before me this day of of TEXACO INC.
a corporation, on bel	of TEXACO INC.,
My Commission Expires:	Notary Public
	1.0 - 42 - 7 - 7 - 7 - 7 - 7 - 7 - 7 - 7 - 7 -
STATE OF )	
COUNTY OF )	
•	acknowledged before me this day of
	of TIDEWATER OIL
COMPANY, acorporati	ion, on penair or said corporation.
My Commission Expires:	
, Johnston Mapires.	Notary Public

### THE PURE OIL COMPANY

ATTEST:		
	<del></del>	BY:
Date:		
		CVELLY OIL COMPANY
ATTEST:		SKELLY OIL COMPANY
Assistant Secretary		BY:
Date:		
	<del></del>	THE OHIO OIL COMPANY
ATTEST:		THE ONIO OIL COMPANI
Assistant Secretary	<del></del>	BY:
Date:		
	<del></del>	HONOLULU OIL CORPORATION
ATTEST:		HONOROLD OIL CONTONATION
Assistant Secretary	<del></del>	BY:
Date:		
		SUN OIL COMPANY
ATTEST;		
		, ny
	_	BY:
Date:		
		NORTHERN NATURAL GAS PRODUCING COMPANY
ATTEST:		
		RY•
	_	BY:
Date:		
		THE SUPERIOR OIL COMPANY
		BY: Why dly
1. 1.	ENC) N	W. Mengden
Date: 2/8/61	- Auto	AND Assistant Secretary B W Burkhead
		SINCLAIR OIL & GAS COMPANY
ATTEST:		SINGLAIR OIL & GAS COMPANI
Assistant Secretary		BY: Its
Date:		
	- 28 <b>-</b>	

Unit Operating Agreement
Hackberry Hills Unit, T-21 & 22-S, R-25 & 26-E,
Eddy County, New Mexico

STATE OF Less COUNTY OF M.	(as)	
COUNTY OF M	(dland)	
The Tehruary OIL COMPANY,	foregoing instrument was ackn , 1961, by <b>W.</b> Mengden a hlabrua corporation,	owledged before me this day of NICE PRINTING OF THE SUPERIOR on behalf of said corporation.
My Commission My Commission Expires Jackie Person	Expires: June 1, 1961	Notary Public
STATE OF	)	
COUNTY OF	)	
GAS COMPANY, a	foregoing instrument was ackn , 1961, bycorporation,	owledged before me thisday of,of SINCLAIR OIL & on behalf of said corporation.
My Commission	Expires:	
		Notary Public
STATE OF	)	
COUNTY OF	)	
		owledged before me thisday of
INC., a	corporation, on beh	of TEXACO SEABOARD alf of said corporation.
My Commission	Expires:	Notary Public
STATE OF	)	
COUNTY OF	)	
		owledged before me this day of
a	corporation, on behalf	of said corporation.
My Commission	Expires:	Notary Public
STATE OF	)	
COUNTY OF	)	
The		owledged before me thisday of
COMPANY, a	, 1961, bycorporation,	on behalf of said corporation.
My Commission	Expires:	Notary Public

P. O. Drawer <del>009</del> Roswell, New Mexico

### Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT

March 21, 1961

W. A. Shellshear BISTR CT MANAGER F. O. Mortlock DISTRICT EXPLORATION MANAGER M. I. Taylor DISTRICT PRODUCTION

DISTRICT PRODUCTION

H. C. Vivian

D STRICT SERVICES MANAGER

Hackberry Hills Unit Eddy County, New Mexico

The Oil Conservation Commission State of New Mexico Santa Fe, New Mexico

Attention: Mr. A. L. Porter, Jr.

Gentlemen:

Enclosed, for completion of your file, is a complete copy of the Unit Agreement and the Unit Operating Agreement covering the subject Unit, including reproduced copies of the Signature and Acknowledgment pages of each instrument together with copies of the approvals on behalf of the State and the Director, U. S. Geological Survey.

Yours very truly,

District Landman

JWE:ers
Enclosures



#### NOTICE OF CHANGE OF ADDRESS

#### EFFECTIVE APRIL 1, 1961

### GULF OIL CORPORATION ROSWELL PRODUCTION DISTRICT OFFICE

Old Address: Post Office Box 669

Roswell, New Mexico

New Address: Post Office Box 1938

Roswell, New Mexico

Hackberry Hills Unit No. 14-08-0001-7348 Eddy County, New Mexico

# COMMITTMENT OF LEASE ACREAGE TO UNIT AND UNIT OPERATING AGREEMENTS -- ACKNOWLEDGEMENT AND CERTIFICATION --

The undersigned Working Interest Owners, each for itself or himself (as the case may be), does hereby acknowledge and certify to the following facts:

- 1. That it or he did execute without reservations, the Unit and Unit Operating Agreements for the Hackberry Hills Unit Area prior to the final approval by the Director of the United States Geological Survey and other official bodies, thereby effectively committing and intending to commit all its or his leasehold acreage as described in Exhibit "B" which was then owned or expected to be earned by participation in the initial test well.
- 2. That among other leasehold interests described in Exhibit "B" the undersigned, and each of them, intended to commit their respective interests in Tract Nos. 15-A and 18, to be earned pursuant to that certain farmout letter from Tenneco Corporation (formerly Tennessee Gas and Oil Company) dated February 6, 1961, copies of which were heretofore made a part of Unit Operator's submittal of Unit Agreement and Exhibits and Application for final approval on February 10, 1961.
- 3. That subsequent to the submittal of said material the Unit Operating Agreement was amended, copies of said amendment having heretofore been filed, so that, among other things, the working interests to be earned thereunder and committed to said Unit and Unit Operating Agreements would be fully provided for.
- 4. That subsequently, Tenneco Corporation assigned said leases described as constituting Tracts 15-A and 18 to Gulf Oil Corporation as Unit Operator which, in turn, re-assigned certain

partial interests as theretofore agreed upon to Marathon Oil Company,
Pan American Petroleum Corporation, The Superior Oil Company,
Sinclair Oil and Gas Company, Texaco Inc. and Ernest A. Hanson,
all of which assignments have heretofore been approved by the
proper representatives of the Bureau of Land Management.

5. That at all times material hereto the undersigned and each of them have considered that said Tracts 15-A and 18 were committed to said Unit, and, if by oversight or inadvertance the record of committment is not clear by this certification and acknowledgement, the undersigned and each of them do hereby commit all of their respective interests in Tract Nos. 15-A and 18 to said Unit, the same to be effective as of the date of approval of the assignment to them of said interests.

and year shown opposite each party's signature. AND IT IS FURTHER PROVIDED that this instrument may be executed in any number of counterparts no one of which needs to be executed by all parties with the same force and effect as if all such parties had signed the same document and regardless of whether or not it is executed by all other parties owning or claiming an interest in any of the lands within the above-described Unit Area.

GULF OIL CORPORATION

	GODI OTH CONTINUEDIO
ATTEST:  Assistant Secretary	By Wattorney-in-Fact
Date: December 27, 1962	
	MARATHON OIL COMPANY
ATTEST:	
Assistant Secretary	By
Date:	<del>_</del>

## PAN AMERICAN PETROLEUM CORPORATION (Successor to Honolulu Oil Corporation)

ATTEST:	
	By
Secretary	ByVice President
Date:	
	THE SUPERIOR OIL COMPANY
ATTEST:	
	Ву
Secretary	ByVice President
Date:	
	SINCLAIR OIL & GAS COMPANY
	Ву
Date:	By
	TEXACO INC.
	ByAttorney-in-Fact
Date:	Accorney-in-racc
	E A TO
	March M. Herrish
Date: Occ. 29, 1962	Ernest A. Hanson
	-
THE STATE OF NEW MEXICO	X
	x x
COUNTY OFCHAVES	
	strument was acknowledged before me this, 1962, by
	Attorney in Fact Of
Gulf Oil Corporation corporation on behalf of s	aid corporation. Pennsylvania
-	$\sim 10^{-1}$
	Notary Public
My Commission Expires: Av Commission Expires August 15, 1960	1.0 0 may 1 m m m m m m
WAS COMMISSION EXPIRED PROGRAM FOR	

THE STATE	OF New Mexico	Ž	•
COUNTY OF	Chaves	Ĭ	
28.54	The foregoing instrument was day of <u>December</u> Ernest R. Hans	was acknowledged before me this , 19 <u>62</u> , by	
My Commiss	sion Expires:	Emerson 19 Joshunter Notary Public	

WVK:eji 12-27-62

• ....

# COMMITTMENT OF LEASE ACREAGE TO UNIT AND UNIT OPERATING AGREEMENTS -- ACKNOWLEDGEMENT AND CERTIFICATION --

The undersigned Working Interest Owners, each for itself or himself (as the case may be), does hereby acknowledge and certify to the following facts:

- 1. That it or he did execute without reservations, the Unit and Unit Operating Agreements for the Hackberry Hills Unit Area prior to the final approval by the Director of the United States Geological Survey and other official bodies, thereby effectively committing and intending to commit all its or his leasehold acreage as described in Exhibit "B" which was then owned or expected to be earned by participation in the initial test well.
- 2. That among other leasehold interests described in Exhibit "B" the undersigned, and each of them, intended to commit their respective interests in Tract Nos. 15-A and 18, to be earned pursuant to that certain farmout letter from Tenneco Corporation (formerly Tennessee Gas and Oil Company) dated February 6, 1961, copies of which were heretofore made a part of Unit Operator's submittal of Unit Agreement and Exhibits and Application for final approval on February 10, 1961.
- 3. That subsequent to the submittal of said material the Unit Operating Agreement was amended, copies of said amendment having heretofore been filed, so that, among other things, the working interests to be earned thereunder and committed to said Unit and Unit Operating Agreements would be fully provided for.
- 4. That subsequently, Tenneco Corporation assigned said leases described as constituting Tracts 15-A and 18 to Gulf Oil Corporation as Unit Operator which, in turn, re-assigned certain

partial interests as theretofore agreed upon to Marathon Oil Company,
Pan American Petroleum Corporation, The Superior Oil Company,
Sinclair Oil and Gas Company, Texaco Inc. and Ernest A. Hanson,
all of which assignments have heretofore been approved by the
proper representatives of the Bureau of Land Management.

5. That at all times material hereto the undersigned and each of them have considered that said Tracts 15-A and 18 were committed to said Unit, and, if by oversight or inadvertance the record of committment is not clear by this certification and acknowledgement, the undersigned and each of them do hereby commit all of their respective interests in Tract Nos. 15-A and 18 to said Unit, the same to be effective as of the date of approval of the assignment to them of said interests.

IN WITNESS WHEREOF this instrument is executed the day and year shown opposite each party's signature. AND IT IS FURTHER PROVIDED that this instrument may be executed in any number of counterparts no one of which needs to be executed by all parties with the same force and effect as if all such parties had signed the same document and regardless of whether or not it is executed by all other parties owning or claiming an interest in any of the lands within the above-described Unit Area.

ATTEST:

Assistant Secretary

Date:

December 27, 1962

MARATHON OIL COMPANY

ATTEST:

By

Wice President

Date:

Date:

## PAN AMERICAN PETROLEUM CORPORATION (Successor to Honolulu Oil Corporation)

ATTEST:	
Secretary	ByVice President
Date:	
	THE SUPERIOR OIL COMPANY
ATTEST:	
Secretary	ByVice President
Date:	<del></del>
	SINCLAIR OIL & GAS COMPANY
	By
Date:	vice fresident
	TEXACO INC.
	ByAttorney-in-Fact
Date:	
	E ment a Hamon
Date: (18, 1962	Ernest A. Hanson
THE STATE OF NEW MEXICO	
COUNTY OFCHAVES	
The foregoing in 27th day of December	strument was acknowledged before me this, 19 62 , by W. B. Hopkins
Gulf Oil Corporation	on , a Pennsylvania
corporation on behalf of s	aid corporation.
My Commission Expires:	Notary Public

THE STATE OF New Mexico	Ž
COUNTY OF <u>Chaves</u>	_
The foregoing instrument day of <u>December</u> Expest A.	was acknowledged before me this, 1962, by
My Commission Expires:	Emisson & Tothunter Notary Public

WVK:eji 12-27-62

Hackberry Hills Unit No. 14-08-0001-7348 Eddy County, New Mexico

# COMMITTMENT OF LEASE ACREAGE TO UNIT AND UNIT OPERATING AGREEMENTS -- ACKNOWLEDGEMENT AND CERTIFICATION --

The undersigned Working Interest Owners, each for itself or himself (as the case may be), does hereby acknowledge and certify to the following facts:

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- 2. That among other leasehold interests described in Exhibit "B" the undersigned, and each of them, intended to commit their respective interests in Tract Nos. 15-A and 18, to be earned pursuant to that certain farmout letter from Tenneco Corporation (formerly Tennessee Gas and Oil Company) dated February 6, 1961, copies of which were heretofore made a part of Unit Operator's submittal of Unit Agreement and Exhibits and Application for final approval on February 10, 1961.
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- 4. That subsequently, Tenneco Corporation assigned said leases described as constituting Tracts 15-A and 18 to Gulf Oil Corporation as Unit Operator which, in turn, re-assigned certain

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Sinclair Oil and Gas Company, Texaco Inc. and Ernest A. Hanson,
all of which assignments have heretofore been approved by the
proper representatives of the Bureau of Land Management.

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ATTEST:

By\_\_\_\_\_\_\_\_Attorney-in-Fact

Date:\_\_\_\_\_\_\_\_

MARATHON OIL COMPANY

ATTEST:

By\_\_\_\_\_\_\_\_

Assistant Secretary Vice President

Date:

GULF OIL CORPORATION

## PAN AMERICAN PETROLEUM CORPORATION (Successor to Honolulu Oil Corporation)

ATTEST:	
	Ву
Secretary	Vice President
Date:	
	<del>-</del>
	THE SUPERIOR OIL COMPANY
A TOTAL CO.	_
ATTEST:	Day.
Got true.	By Marc
Asst Secretary	President
Date: January 4, 19	<u>63</u>
•	SINCLAIR OIL & GAS COMPANY
	_
	ByVice President
Date:	
	TEXACO INC.
	ByAttorney-in-Fact
Date:	-
	Ernest A. Hanson
Date:	<del>_</del>
THE STATE OF	
COUNTY OF HARRIS	¥
	*
The foregoing i  4th day of January	instrument was acknowledged before me this , 1963, by R. C. WARD
corporation on behalf of	OR OIL COMPANY, a California said corporation.
or poracron on bonari or	
	Willie a. Root
My Commission Expires:	Notary Public (Nellie A. Root)
Tune 1 1063	(HOTTE V. HOOD)

THE	STA	TE	OF			Q
COUN	VTV	OF			<del>_</del>	X .
			The foregoing day of	instrument	was	acknowledged before me this, 19, by
	<del></del>					
B.G (	<b>7</b>		rian Erminas	-	<del></del>	Notary Public
My (	Jomm	1155	sion Expires:			

WVK:eji 12-27-62

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GULF OIL CORPORATION

ATTEST:	
Assistant Secretary	ByAttorney-in-Fact
Date:	
	MARATHON OIL COMPANY
ATTEST:	
Assistant Secretary	By
Date:	

## PAN AMERICAN PETROLEUM CORPORATION (Successor to Honolulu Oil Corporation)

ATTEST:		
Secretary	By	Vice President
Date:		
ATTEST:		THE SUPERIOR OIL COMPANY
drie.	By	/ Mand President
Asst. Secretary  Date: January 4, 1963	<del></del>	
V		SINCLAIR OIL & GAS COMPANY
	By	Vice President
Date:		vice fresident
		TEXACO INC.
Date:	By	Attorney-in-Fact
Date:		Ernest A. Hanson
THE STATE OF TEXAS	<del></del>	Ĭ
COUNTY OF HARRIS	<del></del>	<b>Y</b>
4th day of January		was acknowledged before me this _, 1963_, by R. C. WARD
THE SUPERIOR OIL CO	MPANY id corpo	ration.
•		nellie a. Root
My Commission Expires:  June 1, 1963		Notary Public (Nellie A. Root)

THE STATE	OF		
COUNTY OF		<b>J</b>	
	The foregoing instr day of	rument was acknowledged before me th	is
My Commis	sion Expires:	Notary Public	

WVK:eji 12-27-62

Hackberry Hills Unit No. 14-08-0001-7348 Eddy County, New Mexico

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ATTEST:

By

Assistant Secretary Attorney-in-Fact

Date:

MARATHON OIL COMPANY

ATTEST:

By

Assistant Secretary Vice President

GULF OIL CORPORATION

Date:

## PAN AMERICAN PETROLEUM CORPORATION (Successor to Honolulu Oil Corporation)

ATTEST:			.*			APPROVE
	By		A Marie Contraction of the second	m		son r
Secretary  Date: Accorder 5/, 1962	_		<b>V</b> ice P	residen	ATTORNEY-IN-FAC	ī (
ATTEST:			THE	SUPERIO	R OIL COMPANY	
Secretary	By	·	<del></del>	Vice Pr	esident	<del></del>
Date:	<del>*</del>					
			SINCLA	IR OIL	& GAS COMPANY	
	By					
Date:			Vice :	Pres <b>ide</b> r	nt	
		Т	EXACO	INC.		
	By					<del>(a. 157</del>
Date:		А	ttorne.	y-in-Fa	ct	
Date:			Ernes	t A. Ha	nson	**************************************
THE STATE OF Lifes  COUNTY OF Larrance		Ĭ				
COUNTY OF Farrant		ð				
The foregoing ins	triment	z s w	acknow 9 <u>62</u>	ledged	before me thi	.s
day of Securities  D. B. MACON, JR.  Corporation on behalf of sa	ATTOR	tion	FAST a _	Sel.	aune C	of
corporation on behalf of sa						
		Helm	Notan	12 Disbol 4	VELMA B.	CRAFT
My Commission Expires:			Noval	y i upil	C	

THE STATE	OF		Ĭ
COUNTY OF			_ 1
	The foregoing	instrument	was acknowledged before me this, 19, by
My Commis	sion Expires:	-	Notary Public

WVK:eji 12-27-62

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GULF OIL CORPORATION

ATTEST:	
Assistant Secretary	ByAttorney-in-Fact
Date:	
	MARATHON OIL COMPANY
ATTEST:	
Assistant Secretary	ByVice President
Date:	

## PAN AMERICAN PETROLEUM CORPORATION (Successor to Honolulu Oil Corporation)

ATTEST:			APPROVE
	Ву	Vice President ATTOR, EY-IN-FACT	Bon Ler
Secretary		Tee President ATTOR EY-IN-FACT	P
Secretary  Date: December 3/1/96	2		1.
		THE SUPERIOR OIL COMPANY	
ATTEST:			
	Ву		
Secretary		Vice President	
Date:	<del></del>		
		SINCLAIR OIL & GAS COMPANY	
	Ву		
Date:	·	Vice Pres <b>id</b> ent	
		TEXACO INC.	
	Ву		
Date:	_	Attorney-in-Fact	•
		Ernest A. Hanson	
Date:			
THE STATE OF <u>Jevan</u> COUNTY OF <u>Jarrant</u>		<b>X</b>	
COUNTY OF Jarran	-	X	
The foregoing ins	trume	ent was acknowledged before me thi	s 
D. B. MASON, JR.	1617 -	, 19 c-2, by  ATTORNEY-IN-FACT  Con a licence or poration.	of
corporation on behalf of sa	id co	orporation.	<del></del>
		Notary Public VELMA B.	CRAFT
My Commission Expires:		notary rubpic	

THE	STA	\TE	OF			Ž	
COU	YTV	OF			<del></del>	<b>X</b>	
			The foregoing day of	instrument	was	acknowledged before me this, 19, by	
							_
	_			-	· · · · · · · · · · · · · · · · · · ·	Notary Public	-
Му (	Comn	niss	sion Expires:				

WVK:eji 12-27-62

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Assistant Secretary

Date:

MARATHON OIL COMPANY

ASSISTANT SECRETARY

By

MINERAL I. G. Burrell

Date: December 31, 1962

Date: December 31, 1962

GULF OIL CORPORATION

## PAN AMERICAN PETROLEUM CORPORATION (Successor to Honolulu Oil Corporation)

ATTEST:	
	Ву
Secretary	ByVice President
Date:	
	THE SUPERIOR OIL COMPANY
ATTEST:	
	_
Secretary	By
Date:	
	GIVGI AID OIL A GAG GONDAND
	SINCLAIR OIL & GAS COMPANY
	Ву
Date:	ByVice President
	TEXACO INC.
	Ву
Date.	ByAttorney-in-Fact
Date:	
	Ernest A. Hanson
Date:	_
THE STATE OF Texas	
COUNTY OF Harris	X
	X
The foregoing in 31st day of December	nstrument was acknowledged before me this , 19 62, by
Jibb day of December	, I. G. Burrell of
Marathon Oil Company corporation on behalf of s	, an Ohio
	- + 1-
	Cola La Munyon
My Commission Expires:	Notary Public
	Notary Published Antistryon
	Notary Public In the Community of the Texas My Community Community (1997)
	<del>"</del>

THE STA	ATE	OF _				Q	
COUNTY	OF		<del> </del>		_	Ĭ	
			foregoing y of	instrument	was	acknowledged before me this, 19, by	1,
			····		<del></del>		
				-		Notary Public	
My Comm	nis	sion	Expires:			NO Daily Tubile	

WVK:eji 12-27-62

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ATTEST:

By

Assistant Secretary

Date:

MARATHON OIL COMPANY

MARATHON OIL COMPANY

MARATHON OIL COMPANY

L. G. Burrell

Date: December 31, 1962

Division Manager

GULF OIL CORPORATION

### PAN AMERICAN PETROLEUM CORPORATION (Successor to Honolulu Oil Corporation)

ATTEST:	
	By
Secretary	Vice President
Date.	
Date:	
	MILE CUDEDTOD OTL COMPANY
	THE SUPERIOR OIL COMPANY
ATTEST:	
	By
Secretary	ByVice President
- Daha.	
Date:	<del></del>
	SINCLAIR OIL & GAS COMPANY
	_
	By
Date:	V=3.7 2.3 3.4 3.1 3.1 3.1 3.1 3.1 3.1 3.1 3.1 3.1 3.1
	TEXACO INC.
	By
	ByAttorney-in-Fact
Date:	
	Ernest A. Hanson
Date:	_
THE STATE OF Texas	<b>X</b>
	<del></del>
COUNTY OF Harris	
The foregoing in	strument was acknowledged before me this
31st day of December	, 1962, by
Marathon Oil Company	of an Ohio
corporation on behalf of s	
	7110 + 100
	Ceola da Munijon
My Commission Expires:	Notary Public
committee tour map in co.	Notania VI fa i comun
	Notary Public Programmen My Commission Sounty, Texas
	-, 196 <u>3</u>

THE	STA	ATE	OF			Ž
COU	YTY	OF			<del></del>	Ĭ
			The foregoing	instrument		acknowledged before me this, 19, by
My (	Comr	niss	sion Expires:	-		Notary Public

WVK:eji 12-27-62

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J-120

W. B. Hopkins DISTRICT MANAGER F. O. Mortlock DISTRICT EXPLORATION MANAGER

M. I. Taylor DISTRICT PRODUCTION MANAGER

H. C. Vivian
DISTRICT SERVICES MANAGER

January 11, 1963

P. O. Drawer 1938 Roswell, New Mexico

Commissioner of Public Lands State of New Mexico Post Office Box 791 Santa Fe, New Mexico

Attention: Mrs. Marian Rhea

Hackberry Hills Unit No. 14-08-0001-7348

Eddy County, New Mexico

Gentlemen:

On December 28, 1962, we filed with the United States Geological Survey's Regional Office evidence of our commitment of Tracts 15-A and 18 to the Unit Agreement, such evidence including Acknowledgements and Certifications executed by Gulf, Texaco, Sinclair and E. A. Hanson. Copies of these instruments were mailed to you on December 28, 1962.

On January 2, 1963, we received and filed with USGS additional copies of this instrument executed by Marathon Oil Company and Pan American Petroleum Corporation. On January 9, 1963, we received and filed The Superior Oil Company's Acknowledgements and Certifications, thus completing the execution of this instrument by all working interest owners having interests in Tracts 15-A and 18. I am enclosing for your files and information two executed counterparts of the Acknowledgement and Certification evidencing the executions of Marathon, Pan American and Superior.

When we receive information from USGS as to the status of commitment of these tracts, we shall keep you further informed.

Yours very truly,

Enclosures

New Mexico Oil Conservation Commission

Post Office Box 871 Santa Fe, New Mexico



#### Gulf Oil Corporation

#### ROSWELL PRODUCTION DISTRICT

W. B. Hopkins
DISTRICT MANAGER
F. O. Mortlock
DISTRICT EXPLORATION
MANAGER
M. I. Taylor
DISTRICT PRODUCTION
MANAGER

STRICT SERVICES MANAGER

H. C. Vivian

P. O. Drawer 1938 Roswell, New Mexico

December 28, 1962

United States Department of the Interior Geological Survey
Post Office Drawer 1857
Roswell, New Mexico

Attention: Mr. John A. Anderson

Regional Supervisor

Re: Hackberry Hills Unit No. 14-08-0001-7348

Eddy County, New Mexico

#### Gentlemen:

It has come to our attention that your office considers Tract Nos. 15-A and 18 have never been formally committed to the Hackberry Hills Unit Agreement. The purpose of this letter is first, to review all pertinent matters leading up to this situation, second, to transmit our acknowledgement and certification of material facts concerning the committment of these two tracts and third, to request favorable consideration by your office which we hope will operate to prevent any unintentional expiration of these two federal leases.

Tract No. 15-A is federal lease No. LC-064528-G which if not committed, will expire on December 31, 1962. Tract No. 18 is federal lease No. LC-067596 which, if not committed, will expire on January 31, 1963. Both of these leases are now owned of record by Gulf Oil Corporation 77.84% and by Marathon Oil Company, Pan American Petroleum Corporation, The Superior Oil Company, Sinclair Oil & Gas Company, Texaco Inc. and Ernest A. Hanson 22.16%, all subject to an overriding royalty of 6.25% reserved by Tenneco Corporation. These working interest owners earned their leasehold rights by advancing the drilling and completing costs attributable to this acreage covering the initial unit well. At the time the Unit Agreement was submitted to USGS for final approval each of these working interest owners had subscribed to the unit and unit operating agreements intending thereby to firmly commit not only all their present leasehold interests but their expectant leasehold interests as well. (While the Tenneco farmout agreement was made only with Gulf the various operators, including the above-named working interest owners. had under consideration a proposition whereby they could acquire



United States Department of the Interior Geological Survey December 28, 1962
Page 2

interests in this and other acreage by bearing a proportionate part of the well costs. By the time the well was spudded these operators had elected to pay and earn.)

Gulf's letter of application for final approval expressly stated that after the Tenneco rights had been earned they would be committed to the unit agreement, but in October of 1961, at the time Tenneco's acreage was assigned to Gulf, our office merely assumed that more formal committment was not necessary, particularly since by that time these very lands were the subject of an amendment to the unit operating agreement which amendment was executed by all of the working interest owners in May and June of 1961. Three reproduced copies of all counterparts of this amendment is attached hereto marked Exhibit "A". (Our files seem to contain only one pen and ink copy of each executed counterpart, the remaining copies having been apparently re-distributed among the working interest owners.)

We submit that there is no prescribed exact form for committment of acreage other than by an instrument entitled "Subsequent Joinder" as mentioned in Section 29 of the Unit Agreement and that inasmuch as all parties, except Tenneco which had then farmed out all its working interest, had previously executed the unit and unit operating agreement the execution of a subsequent joinder would appear to be a superfluous gesture. It is for this reason that we have executed and proposed that other affected working interest owners execute in counterpart the enclosed substitute instrument entitled "Committment of Lease Acreage to Unit and Unit Operating Agreements - Acknowledgement and Certification".

On October 19, 1962 at Tenneco's request we addressed a letter to the Roswell office of USGS, reporting that federal lease LC-064528-G (Tract 15-A) was committed to the Hackberry Hills Unit and inquiring into the rental carryover and minimum royalty status of the lease. To date we have not received a written reply, but a short time after the letter was written your office orally informed our Mr. J. P. Cavanaugh, one of Gulf's landmen, that neither Tract 15-A nor 18 were committed to the Hackberry Hills Unit according to your records, and that in order to properly commit the acreage it would be necessary for the owners to execute a subsequent joinder. Mr. Cavanaugh carried the message back to our people engaged in rental payments and also to Mr. J. W. Eiserloh, the person in our land department who is generally in charge of the Hackberry Hills Unit. It is most unfortunate that at this very time Mr. Eiserloh was engaged in processing the joinder of Tenneco Corporation as a non-working interest owner and circulating for execution the working interest owners' Consent to such joinder covering Tracts 15-A and

United States Department of the Interior Geological Survey December 28, 1962
Page 3

18. The result therefore was a misunderstanding, Gulf believing that it was fully complying with your suggestion that subsequent joinders be filed as to the non-working interest owner, but not aware of the critical need to have working interest owners themselves formally commit the tracts or suffer the consequences of lease expirations. Our Consent to Non-Working Interest Owners' Joinder was incomplete this week when we found out about the matter, it having now been executed only by Gulf, Ernest A. Hanson, Texaco Inc. and Sinclair. Three partially executed copies of this instrument, together with the Consent and Ratification executed by Tenneco are submitted herewith for filing marked Exhibit "B".

Such is the present status of the matter. As additional counterparts of our Acknowledgement and Certification are received we shall of course submit them as additional evidence of our intent and purpose to commit Tracts 15-A and 18. In the meantime we would greatly appreciate your most favorable consideration to the end that the leases will not expire for lack of timely submittal of a mere form. We believe there are many extenuating circumstances, that the record is abundantly clear of all parties' intent that these lands be committed to the Hackberry Hills Unit and that it would be most unfortunate if the leases or either of them should expire. Finally we believe that the legal effect of evidence of the nature which we are hereby enclosing has never heretofore been determined, but that existing laws, regulations and unit provisions are sufficiently broad or indefinite to permit the consideration of all the circumstances involved rather than ruling on the basis of pure formalities, particularly since these matters are submitted prior to the expiration of any lease.

Respectfully submitted,

W. B. Hopkins

WVK:e,ji

Enclosures

cc: Commissioner of Public Lands for the State of New Mexico Santa Fe, New Mexico

New Mexico Oil Conservation Commission Santa Fe, New Mexico

Mr. Douglas E. Henriques Santa Fe Land Office Bureau of Land Management Santa Fe, New Mexico

2181

## moiterequed lio fluperation

ROSWELL PRODUCTION DISTRICT

W. B. Hopking Int.

District Manager of
M. Taylor

Taylor
DISTRICT PRODUCTION
MANAGER

F. O. Mortlock

DISTRICT EXPLORATION
MANAGER

H. A. Rankin DISTRICT SERVICES MANAGER April 5, 1963

P. O. Drawer 1938 Roswell, New Mexico

Hackberry Hills Unit No. 14-08-0001-7348 Eddy County, New Mexico

File No. 3-00259

Commissioner of Public Lands State of New Mexico Post Office Box 791 Santa Fe, New Mexico

Attention: Mrs. Marian Rhea

Gentlemen:

Supplementing our letter of January 11, 1963, in connection with the commitment of Tracts numbered 15-A and 18 to the subject Unit, we now enclose reproduced copy of letter dated March 29, 1963 from the acting Oil & Gas Supervisor, United States Geological Survey to the effect that Tracts 15-A and 18 are considered committed to this Unit as of September 1, 1961, being the first day of the month following completion of the discovery well.

Yours very truly.

F. E. Curtis, Jr. District Landman

Felantin).

Enclosure
JWE:dch

cc: New Mexico Oil Conservation Commission Post Office Box 871 Santa Fe, New Mexico

w/Enclosure





## UNITED STATES DEPARTMENT OF THE INTERIOR GEOLOGICAL SURVEY

Drawer 1857 Roswell, New Mexico



March 29, 1963

Gulf Oil Corporation P. O. Drawer 1938 Roswell, New Mexico

Attention: Mr. J. W. Eiserloh

Gentlemen:

In reply to your letter of December 28 and your informal inquiry of March 28, Federal leases LC 064528-G (tract 15-A), and LC 067596-B (tract 18) are considered by this office as effectively committed to the Hackberry Hills unit agreement, as of September 1, 1961, the first of the month following completion of unit well No. 1, and regarded as extended by commitment to a producing unit.

Very truly yours,

CARL C. TRAYWICK

Acting Oil and Gas Supervisor

2181

### Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT

W. B. Hopkins
DISTRICT MANAGER
M. I. Taylor
DISTRICT PRODUCTION
MANAGER
F. O. Mortlock
DISTRICT EXPLORATION
MANAGER
H. A. Rankin

DISTRICT SERVICES MANAGER

April 4, 1963 100 107 1 1 1 0 8.0. Drawer 1938 Roswell, New Mexico

Re: Hackberry Hills Unit No. 14-08-0001-7348 Eddy County, New Mexico

Mr. E. S. Johnny Walker Commissioner of Public Lands State of New Mexico Post Office Box 791 Santa Fe, New Mexico

Attention: Mrs. Marian M. Rhea

#### Gentlemen:

Pursuant to the request in your letter of March 27, enclosed please find reproduced copies of Consent to Subsequent Joinder instruments together with Ratifications of royalty owners in connection with the subject unit, as follows:

- (1) Tract No. 40 (Fee Land) Bertha Leck Harris and husband, Ralph Harris, J. Bert Leck, Mary Ann Leck Jenkins and husband, Mays Lane Jenkins, basic royalty owners.
- (2) Tract No. 44 (Fee Land) John W. Moore (by Emily G. Moore, his attorney in fact) and wife, Emily G. Moore, individually, basic royalty owners.
- (3) Tract No. 45 (Fee Land) H. W. Benischek and wife, Louise Benischek, basic royalty owners.
- (4) Tract No. 48 (Fee Land) Grace C. Landes, basic royalty owner.

Yours very truly,

FERMIN)

F. E. Curtis, Jr. District Landman

Enclosures
JWE:ers

cc: New Mexico Oil Conservation Commission
Post Office Box 871
Santa Fe, New Mexico
(w/enclosures)



1993 APR U AM 8 09

#### CONSENT AND RATIFICATION OF

#### HACKBERRY HILLS UNIT AGREEMENT

#### EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge
receipt of a copy of the Unit Agreement for the development and opera-
tion of the Hackberry Hills Unit Area embracing lands in Eddy County,
New Mexico, which said Agreement is dated the day of
January , 1961, and acknowledge that they have read the
same and are familiar with the terms and conditions thereof.
The undersigned also being the owners of royalty, overriding
royalty or production payment interests in the lands or minerals em-
braced in said Unit Area, do hereby commit all of their said interests
to the Hackberry Hills Unit Agreement and do hereby consent thereto
and ratify and agree to be bound by all of the terms and provisions there-
of, exactly the same as if the undersigned had executed the original of
said Unit Agreement or a counterpart thereof.
IN WITNESS WHEREOF this instrument is executed by the under-
signed as of the date set forth in their respective acknowledgments.
Beetha Leck Harris
Racph Zarres
· · · · · · · · · · · · · · · · · · ·
STATE OF NEW MEXICO
COUNTY OF EDDY
V
day of, 196%/ by Berthe Leck Herris and Relph Herris
of Carlebad, New Mexico
Katherine & Clark
My Commission Expires:

# CONSENT AND RATIFICATION OF HACKBERRY HILLS UNIT AGREEMENT EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

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to the Hackberry Hills Unit Agreement and do hereby consent thereto
and ratify and agree to be bound by all of the terms and provisions there-
of, exactly the same as if the undersigned had executed the original of
said Unit Agreement or a counterpart thereof.
IN WITNESS WHEREOF this instrument is executed by the under-
signed as of the date set forth in their respective acknowledgments.
May Asin Lock Jankins
Mary Ann Leck Jenkins
Mays Lane Jenkins
Mays Lane Jenkins
STATE OF NEW MEXICO
COUNTY OF Valencea
The foregoing instrument was acknowledged before me this day of , 1962, by Mary Ann Leck Jenkins and Mays Lane Jenkins of Los Lunas. New Mexico
Sala Siller
My Commission Expires:

# CONSENT AND RATIFICATION OF HACKBERRY HILLS UNIT AGREEMENT EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

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and ratify and agree to be bound by all of the terms and provisions there-
of, exactly the same as if the undersigned had executed the original of
said Unit Agreement or a counterpart thereof.
IN WITNESS WHEREOF this instrument is executed by the under-
signed as of the date set forth in their respective acknowledgments.
Long But Toll
Jay Bert Leck
STATE OF CALIFORNIA (
COUNTY OF Los Angeles
day of January, 1962, by Jay Bert Leck  Of Pearblossom, California
of Pearblossom, California.
WAZanla
My Commission Expires:
W. H. GARRETT MOTARY PUBLIC  My Commission Depice State 16, 1964
7. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.



#### CONSENT AND RATIFICATION OF

#### HACKBERRY HILLS UNIT AGREEMENT

#### EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

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to the Hackberry Hills Unit Agreement and do hereby consent thereto
and ratify and agree to be bound by all of the terms and provisions there-
of, exactly the same as if the undersigned had executed the original of
said Unit Agreement or a counterpart thereof.
IN WITNESS WHEREOF this instrument is executed by the under-
signed as of the date set forth in their respective acknowledgments.
H.W. Bennelsh
Laure Benerark
STATE OF New Mexico
COUNTY OF Bernalillo
The foregoing instrument was acknowledged before me this 7
day of March , 1961, by H. W. & Louise Benischek  of Albuquerque. New Mexico
Notary Publication
My Commission Expires:
SLATE OF NEW MENICO Comment Edds on I has be said instrument was filed for sound on
SIATE OF NEW MEXICO, County of Eddy, sa. I hereby certify that this instrument was filed for record on the day of day of o'clock and duly recorded
in Book page 185, of the Records of Mildred Page, County Clerk

#### CONSENT AND RATIFICATION OF

#### HACKBERRY HILLS UNIT AGREEMENT

#### EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

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and ratify and agree to be bound by all of the terms and provisions there-
of, exactly the same as if the undersigned had executed the original of
said Unit Agreement or a counterpart thereof.
IN WITNESS WHEREOF this instrument is executed by the under-
signed as of the date set forth in their respective acknowledgments.
Core C. Russian
$\frac{1}{2}$
STATE OF California
COUNTY OF Los Angeles
The foregoing instrument was acknowledged before me this 8th day of March , 1961, by Grace C. Landes
of of
Francis M. J. S.
My Commission Expires:
November 9, 1963
STATE OF NEW MEXICO, County of Eddy, ss. I hereby certify that this instrument was filed for record on the day of day of the day of
in book page 190, of the Records of
Mildred Pate, County Clerk

#### CONSENT AND RATIFICATION OF

#### HACKBERRY HILLS UNIT AGREEMENT

#### EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

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to the Hackberry Hills Unit Agreement and do hereby consent thereto
and ratify and agree to be bound by all of the terms and provisions there-
of, exactly the same as if the undersigned had executed the original of
said Unit Agreement or a counterpart thereof.
IN WITNESS WHEREOF this instrument is executed by the under-
signed as of the date set forth in their respective acknowledgments.
4 4
John W Drow
John W. Moore
Emily G Moore, His Attorney-In-Fact
Emily 4 72200U.
Emily G. Moore, his wife
STATE OFCALIFORNIA
COUNTY OF LOS ANGELES
The foregoing instrument was acknowledged before me this 13th
day of y Whori , 1961, by Emily G. Moore, personally, and John W. Moore
Poblette Luligan
Notary Public
My Commission Expires:  (Bobbette Butigan)
Contraction of the Contraction o

STATE OF NEW MENTO, County of Eddy, ss. I hereby certify that this instrument was filed for record on the day of the last the o'clock hand duly recorded in Book 19 page 106, of the Records of Mildred Pate, County Clerk

By Deputy

2181

### Corporation: 110 flub

ROSWELL PRODUCTION DISTRICT

W. B. Hopkins DISTRICT MANAGER M. I. Taylor

DISTRICT PRODUCTION MANAGER F. O. Mortlock DISTRICT EXPLORATION MANAGER

H. A. Rankin DISTRICT SERVICES MANAGER

April 4, 1963 1030 /JR & M & P. J. Drawer 1938

Re: Hackberry Hills Unit

No. 14-08-0001-7348

Eddy County, New Mexico

File No. 3-00259

United States Department of the Interior Geological Survey Post Office Drawer 1857 Rosvell. New Mexico

Attention: Mr. John A. Anderson

Gentlemen:

Enclosed for your further handling in connection with the royalty owners' "Consent and Ratification" of the subject unit are four copies of "Consent to Subsequent Joinder" duly executed in behalf of the working interest owners, together with "Consent and Ratification" instruments of royalty owners with respect to Tracts No. 15-A, 18 and 43. These "Consent and Ratifications" were obtained subsequent to the approval of this unit by the Director.

Should you desire additional information in this connection. please advise.

Yours very truly,

FEKaulis J.

F. E. Curtis, Jr. District Landman

Enclosures JWE:ers

cc: Mr. E. S. Johnny Walker Commissioner of Public Lands State of New Mexico Post Office Box 791 Santa Fe, New Mexico (w/enclosures)

> Oil Conservation Commission State of New Mexico Post Office Box 871 Santa Fe, New Mexico (w/enclosures)



Hackberry Hills Unit Agreement
No. 14-08-0001 7348, Eddy County,
New Mexico
Effective Date: February 27, 1961

#### CONSENT TO SUBSEQUENT JOINDER

The undersigned Working Interest Owners pursuant to Section 29 of the Hackberry Hills Unit Agreement hereby consent to the joinder of the non-working interest owner hereinafter described, a copy of which joinder is attached hereto and made a part hereof.

Tract No. or Nos. Affected

Name of Owner of Non-Working Interest

15-A and 18

Tenneco Corporation (formerly known as Tennessee Gas & Oil Company) (\*)

(\*) Note: Exhibit "B" shows in Footnote No. (9) that the working interest involved would be assigned to Gulf upon completion of the initial test well for the unit. By subsequent agreement the working interest in Tracts 15-A and 18 is to be cwned by Gulf, Marathon (formerly Ohio Oil Company), Pan American (assignee of Honolulu Oil Corporation), Texaco Inc. (including the interests of Texaco Seaboard Inc.), Sinclair, Superior and E. A. Hanson, in the same proportions as said parties own other interests covered by Section 33B of the Unit Operating Agreement.

Section 33B of the Unit Operating A	Agreement.
IN WITNESS WHEREOF this	instrument is executed by the undersigned
this 13th day of December	, 1962.
Assistant Secreta.	GULF OIL CORPORATION  Company  Attorney-in-Fact  MARATHON OIL COMPANY
	By Vices Rreschdents R. M. Wilson, Assistant Division Manager
	PAN AMERICAN PETROLEUM CORPORATION
ATTEST:	APPROVE By
ASSILIFI. I Segretary	THE SUPERIOR OIL COMPANY
ATTEST:	<b>-&gt;ne</b>

EXHIBIT "B" to Gulf Oil Corporation's letter to United States Geological urvey dated December 28, 1962.

	SINCLAIR DIL & GAS COMPANY  APPROVED
Assistant Secretary	By Clien Vice-Presider t
APPYONED AS TO Terms Off Form	TEXACO INC.  By JLSleyer
	E. A. HANSON
STATE OF NEW MEXICO	
COUNTY OF CHAVES	
The foregoing instrumed of Security Attorney-in-Fact for GULF OIL (behalf of said corporation.	ment was acknowledged before me this 13th, 196 2 by CORPORATION, a Pennsylvania corporation, on
OTARY	Low Maire Cooper
My Commission Expires:	Notary Public
0.017.34	
STATE OF TEXAS	₹ .
COUNTY OF HARRIS	Į.
day of February an Assistant Division Manager	ment was acknowledged before me this 6 , 1963 by R. M. Wilson of MARATHON OIL COMPANY, an Ohio on behalf of said corporation.
MARJORIE BIGGS  Notary Public, in and for Harris County, Texas  My Commission Expires June 1, 19	Marjonie Siggo Notary Pablic
My Commission Expires:	
STATE OF Texas	Ĭ
COUNTY OF Tarrant	_ 1
ATTORNEY-IN-FACT	ment was acknowledged before me this 4.1963 by D.B. Mason, Jr. of PAN AMERICAN PETROLEUM CORPORATION, a.n., on behalf of said corporation.
My Commission Expires:	Notary Public Dorothy W. Woodruff

1

N.			MTM/ A CI	•		•					
THE STATE			TEXAS HARRIS	}							
COUNTY OF	<b>'</b>		HAMMA	<i>)</i>							
BEFORE	C ME	E, the	undersigned au	thority in a	ind for said	Count	y and S	tate, on t	his day	personally	appeared
	C.	Α,	Noble	an	rd F.	J. K	elly			persona	lly known
to me to be			President		and	Asst.	Secre	tary		, respec	ctively, of
			perior 011		•	-	_	-		me to be th	_
they know the edged to me t tively, and ca Roard of Dire	e cor that used ector	porates such the of soft	ribed to the fore se seal of said co ach officers, resp corporate seal of said corporation, n, for the uses, p	rporation is ectively, the said corpora as their fre	the seal aff ey executed ation to be a e and volunt	ixed to and de affixed ary act	the foreg livered sa thereto, and deed	oing instraid instru pursuant i. and as t	rument ar ment as a to the au the free a	id severally said officer thority giv nd voluntar	acknowl- s, respec- en by the ry act and
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My Commissi	ion E	'vnir	June 1,	1963			Sau	nnie	0	Geer	le ,
My Commissi	ion e	'Xbii.	:B		1	Notary	Public in		_	and State	aforesaid.
							N		Corinne . in and for I	<i>Steele</i> Harris County,	Texas
STATE	OF		1EXAS	-	Ĭ						
COUNTY	Y OI	مرزر آ	Midland	<b>\</b>	ð						
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J. San J.	(CE	- 1	nestaent		of SINCL	AIR (	OIL & C	AS COM	PANY.	a	
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STATE	OF		Texas		<b>A</b>						
COUNTY		! 	Midland	<del></del>	Ŏ.						
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gay of	/	***	e foregoing December		19 62 b	y Y	J. L	. Sleet	re me ser. In	unis <u>27</u>	<u>th</u>
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MY COM	Missi	ON' EXP	KÉS FEBRUARY 28, 196	6							

# CONSENT AND RATIFICATION OF HACKBERRY HILLS UNIT AGREEMENT EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge
receipt of a copy of the Unit Agreement for the development and opera-
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same and are familiar with the terms and conditions thereof.
The undersigned also being the owners of royalty, overriding
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braced in said Unit Area, do hereby commit all of their said interests
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and ratify and agree to be bound by all of the terms and provisions there-
of, exactly the same as if the undersigned had executed the original of
said Unit Agreement or a counterpart thereof.
IN WITNESS WHEREOF this instrument is executed by the under-
signed as of the date set forth in their respective acknowledgments.
TEMMECO CORPORATION
(P/1/4.0 \)
Zy: A. M. McDowell,
Agent and Attorney-in-Pact
STATE OF TEXAS
COUNTY OF MIDLAND
The foregoing instrument was acknowledged before me this
day of Anna Attorney-in-Fact of TEXASCO CORPORATION
ANNE TOLBERT
Notary Public of Middand
My Commission Expires: County, Texas

Hackberry Hills Unit Agreement
No. 14-08-0001 7348, Eddy County,
New Mexico
Effective Date: February 27, 1961

#### CONSENT TO SUBSEQUENT JOINDER

The undersigned Working Interest Owner pursuant to Section 29 of the Hackberry Hills Unit Agreement hereby consents to the joinder of the non-working interest owner hereinafter described, a copy of which joinder is attached hereto and made a part hereof.

Tract No.	or Nos. Affected	Name of Owner of Non-Wor	king Interest
	43	The Atchison, Topeka and Railway Company	Santa Fe
signed thi	IN WITNESS WHEREOF thi	s instrument is executed	by the under-
APPROVED OF Form	AS TO .  By	TEXACO INC.  J L Sleeper J  Attorney in-Fact	
STATE OF	Texas		
COUNTY OF	Midland		
	The foregoing instrumen	nt was acknowledged befor	e me this 27th
day of	December , 196	2, by J. L. Sleeper,	Jr.
Attorney-	in-Fact for TEXACO INC.	, a <u>Delaware</u> c	orporation, on
behalf of	said corporation.	Betty Public	BETTY R. DAVIS
My Commiss	sion Expires:		

#### CONSENT AND RATIFICATION OF

#### HACKBERRY HILLS UNIT AGREEMENT

#### EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

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of, exactly the same as if the undersigned had executed the original of
said Unit Agreement or a counterpart thereof.
IN WITNESS WHEREOF this instrument is executed by the under-
signed as of the date set forth in their respective acknowledgments.
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY OF ASSISTANT SOCRETARY
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY OF Assistant Secretary  Vice President
Assistant Secretary
Assistant Secretary  Texplus  Texplus
Vice President
STATE OF ILLINOIS
STATE OF ILLINOIS  COUNTY OF COOK  The foregoing instrument was acknowledged before me this 29th

# COMMITTMENT OF LEASE ACREAGE TO UNIT AND UNIT OPERATING AGREEMENTS -- ACKNOWLEDGEMENT AND CERTIFICATION --

The undersigned Working Interest Owners, each for itself or himself (as the case may be), does hereby acknowledge and certify to the following facts:

- 1. That it or he did execute without reservations, the Unit and Unit Operating Agreements for the Hackberry Hills Unit Area prior to the final approval by the Director of the United States Geological Survey and other official bodies, thereby effectively committing and intending to commit all its or his leasehold acreage as described in Exhibit "B" which was then owned or expected to be earned by participation in the initial test well.
- 2. That among other leasehold interests described in Exhibit "B" the undersigned, and each of them, intended to commit their respective interests in Tract Nos. 15-A and 18, to be earned pursuant to that certain farmout letter from Tenneco Corporation (formerly Tennessee Gas and Oil Company) dated February 6, 1961, copies of which were heretofore made a part of Unit Operator's submittal of Unit Agreement and Exhibits and Application for final approval on February 10, 1961.
- 3. That subsequent to the submittal of said material the Unit Operating Agreement was amended, copies of said amendment having heretofore been filed, so that, among other things, the working interests to be earned thereunder and committed to said Unit and Unit Operating Agreements would be fully provided for.
- 4. That subsequently, Tenneco Corporation assigned said leases described as constituting Tracts 15-A and 18 to Gulf Oil Corporation as Unit Operator which, in turn, re-assigned certain

partial interests as theretofore agreed upon to Marathon Oil Company,
Pan American Petroleum Corporation, The Superior Oil Company,
Sinclair Oil and Gas Company, Texaco Inc. and Ernest A. Hanson,
all of which assignments have heretofore been approved by the
proper representatives of the Bureau of Land Management.

5. That at all times material hereto the undersigned and each of them have considered that said Tracts 15-A and 18 were committed to said Unit, and, if by oversight or inadvertance the record of committment is not clear by this certification and acknowledgement, the undersigned and each of them do hereby commit all of their respective interests in Tract Nos. 15-A and 18 to said Unit, the same to be effective as of the date of approval of the assignment to them of said interests.

IN WITNESS WHEREOF this instrument is executed the day and year shown opposite each party's signature. AND IT IS FURTHER PROVIDED that this instrument may be executed in any number of counterparts no one of which needs to be executed by all parties with the same force and effect as if all such parties had signed the same document and regardless of whether or not it is executed by all other parties owning or claiming an interest in any of the lands within the above-described Unit Area.

ATTEST:

By

Assistant Secretary

MARATHON OIL COMPANY

ATTEST:

By

Vice President

Date:

GULF OIL CORPORATION

## PAN AMERICAN PETROLEUM CORPORATION (Successor to Honolulu Oil Corporation)

ATTEST:		
	By	
Secretary	· · · · · · · · · · · · · · · · · · ·	Vice President
Date:		
		THE SUPERIOR OIL COMPANY
A TIME OF A		
ATTEST:		
Secretary	By	Vice President
Secretary		vice Fresident
Date:	<del></del>	
		SINCLAIR OIL & GAS COMPANY
	D	
	Ву	Vice Pres <b>id</b> ent
Date:		
PROVINCE SERVA		TT-11.0 0 T12.0
one tole		TEXACO INC.
Director (FK 1122)	_	Ollongo
7	By	Attorney-In-Fact
Oate: 12-28-62		V. 10 201 1030 Jan 1 40 3
	<del></del>	Ernest A. Hanson
Date:	-	
THE STATE OFTEXAS		<b>X</b>
COUNTY OF MIDLAND		X
		X
The foregoing in December	ıstrumen	t was acknowledged before me this
J. L. Sleeper, Jr,		Attorney-in-Fact of
Texaco Inc. corporation on behalf of s	aid cor	poration.  Delaware
or bornorou ou penari or e	, <b></b>	2 1
		Betty K. Llowin
My Commission Expires:		Notary Public
June 1. 1963		

THE STAT	E OF			Ž
COUNTY O	F		<del></del>	Ĭ
	The foregoing day of	instrument	was	acknowledged before me this, 19, by
		-		
My Commi	ssion Expires:			Notary Public

WVK:eji 12-27-62

# COMMITTMENT OF LEASE ACREAGE TO UNIT AND UNIT OPERATING AGREEMENTS -- ACKNOWLEDGEMENT AND CERTIFICATION --

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ATTEST:

By

Assistant Secretary

MARATHON OIL COMPANY

ATTEST:

By

Vice President

Date:

GULF OIL CORPORATION

## PAN AMERICAN PETROLEUM CORPORATION (Successor to Honolulu Oil Corporation)

ATTEST:		
	Ву	
Secretary		Vice President
Date:		
		THE SUPERIOR OIL COMPANY
ATTEST:		
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Secretary	Ву	Vice President
•		
Date:	<del></del>	
		SINCLAIR OIL & GAS COMPANY
		APPROVED
	Ву	Of Deen significant
Date: 1962		Vice President
		FORM CA
		TEXACO INC.
	By	
Date:		Attorney-in-Fact
		Ernest A. Hanson
Date:		
THE STATE OF VEXAS		Ĭ
COUNTY OF Peoles		y
		*
The foregoing ins	strumen	it was acknowledged before me this 1962, by P.L. Elston
9	Uíc	E-tresident of
Section on behalf of se	ild cor	poration.
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		Notany Public Collen Halford
My Commission Expires:		Notary Public
Dline 1, 1963		

THE STATE	OF		Ž	
COUNTY OF				
	The foregoing day of	instrument	was acknowledged before me, 19, by	this
My Commis	sion Expires:	_	Notary Public	

WVK:eji 12-27-62

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ATTEST:

By

Assistant Secretary

MARATHON OIL COMPANY

ATTEST:

By

Vice President

Date:

GULF OIL CORPORATION

## PAN AMERICAN PETROLEUM CORPORATION (Successor to Honolulu Oil Corporation)

Secretary ite:		Vice President  THE SUPERIOR OIL COMPANY
	D	THE SUPERIOR OIL COMPANY
TEST:	D	THE SUPERIOR OIL COMPANY
TEST:	Dec	
	D	
Secretary	Ву	Vice President
ite:		
		SINCLAIR OIL & GAS COMPANY
	By	
ite:		Vice President
lk.		TEXACO INC.
te: 12-28-62	By	LSleefer Ch. Front
te: 12-28-62		(ACCOOLINE) Commission of the
ite:		Ernest A. Hanson
E STATE OF TEXAS	[	
OUNTY OF MIDLAND	1	
The foregoing instant day of <u>December</u> J. L. Sleeper, Jr.	rument wa	as acknowledged before me this 1962, by
J. L. Sleeper, Jr. ,, Texaco Inc.		Attorney-in-Fact of , a Delaware
Texaco Inc. prporation on behalf of sai	d corpora	
Commission Expires:	1 ox	Notary Public BETTY IS DAVIS

THE STATE	OF			Ž
COUNTY OF				Ĭ
	The foregoing day of			acknowledged before me this, 19, by
			<u> </u>	
My Commiss	sion Expires:	-		Notary Public

WVK:eji 12-27-62

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proper representatives of the Bureau of Land Management.

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GULF OIL CORPORATION

ATTEST:	
Assistant Secretary	ByAttorney-in-Fact
Date:	
	MARATHON OIL COMPANY
ATTEST:	
Assistant Secretary	By Vice President
Date.	

## PAN AMERICAN PETROLEUM CORPORATION (Successor to Honolulu Oil Corporation)

ATTEST:		
	Ву	Vice President
Secretary		vice Fresident
Date:		
		THE SUPERIOR OIL COMPANY
ATTEST:		
	Ву	775
Secretary		Vice President
Date:	<del></del>	
		SINCLAIR OIL & GAS COMPANY
		APPROVED
	Ву	De De La
Date: Drcamber 28, 1962	<u>)</u>	Vice President
		TEXACO INC.
		IDAMOO IMO.
	By	Attorney-in-Fact
Date:		notofficy fill ract
Datos	<del> </del>	Ernest A. Hanson
Date:		
THE STATE OF TEXAS		Į.
COUNTY OF Welland		¥
The foregoing ins	trument	was acknowledged before me this
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Sinclair (Lila GAS Corner corporation on behalf of sa	id corpo	oration.
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My (Commission Expires:		Notary Public
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			The foregoing day of	instrument	was	acknowledged before me this, 19, by
My (	Comr	niss	sion Expires:	-		Notary Public

WVK:eji 12-27-62

Hackberry Hills Unit Agreement No. 14-08-0001 7348, Eddy County, New Mexico

Effective Date: February 27, 1961

### CONSENT TO SUBSEQUENT JOINDER

The undersigned Working Interest Owners pursuant to Section 29 of the Hackberry Hills Unit Agreement hereby consent to the joinder of the non-working interest owner hereinafter described, a copy of which joinder is attached hereto and made a part hereof.

Tract No. or Nos. Affected

Name of Owner of Non-Working Interest

15-A and 18

Tenneco Corporation (formerly known as Tennessee Gas & Oil Company) (\*)

(\*) Note: Exhibit "B" shows in Footnote No. (9) that the working interest involved would be assigned to Gulf upon completion of the initial test well for the unit. By subsequent agreement the working interest in Tracts 15-A and 18 is to be owned by Gulf, Marathon (formerly Ohio Oil Company),
Pan American (assignee of Honolulu Oil Corporation), Texaco Inc. (including
the interests of Texaco Seaboard Inc.), Sinclair, Superior and E. A. Hanson,
in the same proportions as said parties own other interests covered by

Section 33B of the Unit Operating	Agreement.
IN WITNESS WHEREOF this	instrument is executed by the undersigned
this 13th day of December	, 1962.
ATTE STATE OF THE	GULF OIL CORPORATION  Comotr.  Exo  Pred  Attorney-in-Fact
NC 3	MARATHON OIL COMPANY
ATTEST:	
Secretary	ByVice-President
	PAN AMERICAN PETROLEUM CORPORATION
ATTEST:	
	Ву
Secretary	Vice-President
	THE SUPERIOR OIL COMPANY
ATTEST:	
Assistant Secretary	ByVice-President
Assistant Secretary	ATCE-LI-ED#METTO

EXHIBIT "B" to Gulf Oil Corporation's letter to United States Geological Survey dated December 28, 1962.

### SINGIAIR HLL & GAS COMPANY

ATTEST:	
	Ву
Assistant Secretary	Vice-President
	TEXACO INC.
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	Emit a Hauson
	E. A. HANSON
STATE OF NEW MEXICO	
COUNTY OF CHAVES	
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S. D. L. C	Notary Public
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STATE OF	<b>≬</b>
COUNTY OF	Ž
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	Notary Public
ty Commission Expires:	1.6 2 2 2 2 2 2 2 2 2
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STATE OF	
COUNTY OF	•
day of	strument was acknowledged before me this, 196 by of PAN AMERICAN PETROLEUM CORPORATION, a
corpora	of PAN AMERICAN PETROLEUM CORPORATION, a tion, on behalf of said corporation.
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	Notary Fublic

### SINCIATE DIL & GAS COMPANY

ATTEST:	
Assistant Secretary	By
After the AS TG	TEXACO INC.
The state of the s	By JSleyer Act
	Emet a Hanson
STATE OF NEW MEXICO	
COUNTY OF CHAVES	
day of <u>December</u> .  Attorney-in-Fact for GULF OIL behalf of corporation.	ment was acknowledged before me this 13th 196 2 by CORPORATION, a Pernsylvania corporation, on
OTARY Exptres:	Jon Marie Corper Notary Public
OUT TO SERVICE OF THE PROPERTY	
STATE OF	•
COUNTY OF	<b>₹</b>
3	ment was acknowledged before me this, 196 by, of MARATHON OIL COMPANY, a
corporation,	on behalf of said corporation.
	Notary Public
My Commission Expires:	·
STATE OF	₹
COUNTY OF	0
	ment was acknowledged before me this
day of corporatio	of PAN AMERICAN PETROLEUM CORPORATION, a n, on behalf of said corporation.
	Notary Fublic
My Commission Expires:	

STATE OF					
COUNTY OF		<u> </u>			
lay of	e foregoing	; instrument	was acknowled , by THE SUPERIOR	iged before	me this
	cor	of poration, or	THE SUPERIOR behalf of sa	OIL COMPANY aid corporat	, a ior,
My Commissi	on Expires:		No	otary Public	
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STATE OF					
COUNTY OF _		<b>(</b>			
lav of	he foregoing	; instrument	was acknowled	iged before	me this
10y 01		of S	, by	GAS COMPAN	Y, a
	c	rporation, c	on behalf of s	said corpora	tion.
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√v Commissi	on Expires:		Not	tary Public	
My Commissi	on Expires:		to%	cary Public	
		ť	No.V.	cary Public	
STATE OF	, exas	<b>X</b>	Not	cary Public	
STATE OF	Texas Midland		was acknowled	lged before	me this _;;t:
STATE OF	Texas  Midland  The foregoing  Midland  The foregoing	, 19_ gf ]	was acknowled 62, by FEXACO INC., a	lged before	me this
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STATE OF	Midland The foregoing The Jocember Torney-in-F Ton behalf Ton Expires:  1, / 9 & 3  Theres Theres	of said corp	was acknowled 62, by TEXACO INC., a boration.	dged before tary Public dged before E. A. HANS	me this

# CONSENT AND RATIFICATION OF HACKBERRY HILLS UNIT AGREEMENT EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge
receipt of a copy of the Unit Agreement for the development and opera-
tion of the Hackberry Hills Unit Area embracing lands in Eddy County,
New Mexico, which said Agreement is dated the day of
, 1961, and acknowledge that they have read the
same and are familiar with the terms and conditions thereof.
The undersigned also being the owners of royalty, overriding
royalty or production payment interests in the lands or minerals em-
braced in said Unit Area, do hereby commit all of their said interests
to the Hackberry Hills Unit Agreement and do hereby consent thereto
and ratify and agree to be bound by all of the terms and provisions there-
of, exactly the same as if the undersigned had executed the original of
said Unit Agreement or a counterpart thereof.
IN WITNESS WHEREOF this instrument is executed by the under-
signed as of the date set forth in their respective acknowledgments.
THIRMICO CONFORATION
(l'Mul tramale
Agent and Atterney-in-Past
STATE OF THAT
COUNTY OF MINLAND
The foregoing instrument was acknowledged before me this
day of 1968, by A. I. Indiana,
Notary Public Walle
Walter an Birthreat County, June 1
68 Part Alles Resident Control of the Control of th

Hackberry Hills Unit Agreement
No. 14-08-0001 7348, Eddy County,
New Mexico
Effective Date: February 27, 1961

### CONSENT TO SUBSEQUENT JOINDER

The undersigned Working Interest Owners pursuant to Section 29 of the Hackberry Hills Unit Agreement hereby consent to the joinder of the non-working interest owner hereinafter described, a copy of which joinder is attached hereto and made a part hereof.

Tract No. or Nos. Affected
15-A and 18

Name of Owner of Non-Working Interest

Tenneco Corporation (formerly known as Tennessee Gas & Oil Company) (\*)

(\*) Note: Exhibit "B" shows in Footnote No. (9) that the working interest involved would be assigned to Gulf upon completion of the initial test well for the unit. By subsequent agreement the working interest in Tracts 15-A and 18 is to be owned by Gulf, Marathon (formerly Ohio Oil Company), Pan American (assignee of Honolulu Oil Corporation), Texaco Inc. (including the interests of Texaco Seaboard Inc.), Sinclair, Superior and E. A. Hanson, in the same proportions as said parties own other interests covered by Section 33B of the Unit Operating Agreement.

Section 33B of the Unit Operating	Agreement.
IN WITNESS WHEREOF this	instrument is executed by the undersigned
this 13th day of December	, 1962.
ATT CONTROL OF THE PARTY OF THE	GULF OIL CORPORATION  Comptr.  Exp.  Pred  MARATHON OIL COMPANY
	PREMISSION OF CONTRACT
ATTEST:	
Secretary	By
	PAN AMERICAN PETROLEUM CORPORATION
ATTEST:	
	B <b>y</b>
Secretary	Vice-President
	THE SUPERIOR OIL COMPANY
ATTEST:	
	Ву
Assistant Secretary	Vice-President

EXHIBIT "B" to Gulf Oil Corporation's letter to United States Geological Survey dated December 28, 1962.

### SINCLAIR DIL & GAS COMPANY

ATTEST:	
	Ву
Assistant Secretary	Vice-President
ADDIO VADO A A BA	TEXACO INC.
APPROVED AS TO	2.20
Form ON	By I Sleeper )
	Attorney-in-Fact
	Emut a Hauson
	E. A. HANSON
TATE OF NEW MEXICO	
OUNTY OF CHAVES	
The foregoing ins	trument was acknowledged before me this 13th 196 2 by OIL CORPORATION, a Pennsylvania corporation, o
ttorney in fact for GULF O	OIL CORPORATION, a Pennsylvania corporation, o
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C NOTARY	Coa Maire Cooper
Tupires:	Notary Public
TATE OF	δ
COUNTY OF	Ĭ.
	strument was acknowledged before me this
lay of	of MARATHON OIL COMPANY, a
corporati	on, on behalf of said corporation.
	Notary Public
y Commission Expires:	Novary rubite
STATE OF	ĭ
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COUNTY OF	
The foregoing ins	strument was acknowledged before me this
	of PAN AMERICAN PETROLEUM CORPORATION, a tion, on behalf of said corporation.
vor por a	numbers of number of purposes
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y Commission Expires:	• • • • • • • • • • • • • • • • • • • •

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STATE OF	Q
COUNTY OF	•
The foregoing inday of	nstrument was acknowledged before me this, 196, by
corpor	ration, on behalf of said corporation.
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My Commission Expires:	Notary Public
STATE OF	<b>≬</b>
COUNTY OF	🐧
The foregoing in	nstrument was acknowledged before me this
day of	of SINCLAIR OIL & GAS COMPANY, a
corpo	or SINCLAIR OIL & GAS COMPANY, a oration, on behalf of said corporation.
	•
	Notary Public
My Commission Expires:	
GEARS AN	Y
STATE OF Texas	!
COUNTY OF Midland	<b>Q</b>
the foregoing is	nstrument was acknowledged before me this 27th
December	, 19 62 by
an hehalf of	of TEXACO INC., a <u>Delaware</u> said corporation.
a solution behalf of	L L
	Notary Public
	Notary Public
Expires:	<i>y</i>
- June 1, 1963	
amama ara by	¥
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The foregoing in	nstrument was acknowledged before me this //
day of presenter	nstrument was acknowledged before me this 14.
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Same of the same o	Motary Public
Y Commission Expires:	HOURTY TUBLE
BY COMMESSON EAF LES FEBRUAN 28, 1960	
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# CONSENT AND RATIFICATION OF HACKBERRY HILLS UNIT AGREEMENT EMBRACING LANDS IN EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge.
receipt of a copy of the Unit Agreement for the development and opera-
tion of the Hackberry Hills Unit Area embracing lands in Eddy County,
New Mexico, which said Agreement is dated the day of
, 1961, and acknowledge that they have read the
same and are familiar with the terms and conditions thereof.
The undersigned also being the owners of royalty, overriding
royalty or production payment interests in the lands or minerals em-
braced in said Unit Area, do hereby commit all of their said interests
to the Hackberry Hills Unit Agreement and do hereby consent thereto
and ratify and agree to be bound by all of the terms and provisions there-
of, exactly the same as if the undersigned had executed the original of
said Unit Agreement or a counterpart thereof.
IN WITNESS WHEREOF this instrument is executed by the under-
signed as of the date set forth in their respective acknowledgments.
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# AMENDMENTS TO THE UNIT AGREEMENT AND UNIT OPERATING AGREEMENT HACKBERRY HILLS UNIT AREA EDDY COUNTY, NEW MEXICO UNIT NO. 14-08-0001-7348

STATE; OF NEW MEXICO X
COUNTY OF EDDY

### KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the undersigned have heretofore entered into a Unit Agreement and Unit Operating Agreement for the development and operation of the Hackberry Hills Unit Area in Eddy County, New Mexico, being Unit No. 14-08-0001-7348, and

WHEREAS, it has become apparent that the said Unit Agreement and Unit Operating Agreement contain certain minor inaccuracies, mistakes and omissions, and

WHEREAS, it is the purpose and intent of this instrument to amend the said Unit Agreement and Unit Operating Agreement to more closely conform to the parties' agreement.

NOW THEREFORE, in consideration of the premises, the undersigned do hereby amend the Unit Agreement and Unit Operating Agreement in the following particulars:

#### UNIT AGREEMENT

(1) On Page 10, Section 11, the first word of the second line on Page 10 should be changed from "or" to "of", so that the first sentence of Section 11 will then read in part as follows: "Upon completion of a well capable of producing unitized substances in paying quantities, the Unit Operator shall, within the month of such completion, if practicable, or as soon thereafter as required by the Supervisor or the Land Commissioner..."

### UNIT OPERATING AGREEMENT

- (1) Page 7, Section 9, after the end of the third line on Page 7 and before the beginning of the fourth line, insert the words "save and except for the lease-hold interest owned by Northern Natural Gas Producing Company,". The first sentence of Section 9, will then read as follows: "Unit Operator is hereby granted a prior lien on the rights and interest of each Working Interest Owner in the Unit Area and the unitized substances allocated to each such Working Interest Owner, and the material and equipment thereon, save and except for the lease-hold interest owned by Northern Natural Gas Producing Company, to secure the payment of its proportionate part of the said costs and expenses."
- (2) Page 15, Section 18, last sentence of first paragraph. In the eighteenth line of Page 15, insert, after the word "rental" and before the comma, "or shut-in well payment". The last sentence of Section 18 will then read as follows: "In the event of loss of title to a lease for failure to pay rental or shut-in well payment, all loss occasioned thereby shall be that of the Working Interest

  Owners who should have paid the same."

EXHIBIT "A" to Gulf Oil Corporation's letter to United States Geological Survey dated December 28, 1962.

- (3) Page 21, Section 26, the last word of the first sentence, on Line 14 of Page 21, should be changed from "party" to "parties". The first sentence of Section 26 will then read as follows: "Except as herein expressly provided, all notices, reports or other communications required or permitted hereunder shall be deemed to have been properly given or delivered when sent by registered mail or telegraph with all postage or charges fully prepaid, and addressed to the parties hereto, at the addresses set opposite their respective names, in Exhibit "D" hereof or at such other address as may be thereafter furnished to Unit Operator in writing by the respective parties."
- (4) On Page 25, Section 33 B, in the seventh line of Page 25, insert, after "Texaco Inc.,", "Sinclair Oil & Gas Company, The Superior Oil Company". The first sentence of Section 33 B, will then read as follows: "It is understood and agreed between the respective parties named in this Section 33 that, subject only to the provisions of this section, Gulf Oil Corporation, The Pure Oil Company, The Ohio Oil Company, Honolulu Oil Corporation, Texaco Seaboard Inc., Tidewater Oil Company, Texaco Inc., Sinclair Oil & Gas Company, The Superior Oil Company and E. A. Hanson (in this Section 33 being referred to as "Acquiring Parties"), shall have and are hereby granted the right to acquire the following described leasehold interests from the respective parties designated below:"
- (5) On Page 26 at the end of Section 33 B, and before Section 34 on the nineteenth line of Page 26, the following subsection should be inserted:
  - "C. Acreage farmed out by Tennessee Gas Transmission Company: By letter agreement dated February 6, 1961, accepted February 9, 1961, Gulf Oil Corporation, as proposed Unit Operator, acquired a farmout from Tennessee Gas Transmission Company (now Tenneco Oil Company, hereinafter referred to as "Farmor"), of the following described oil and gas leases:
    - "(1) United States Oil and Gas Lease Serial Number LC-067596,

      dated March 1, 1951, insofar and only insofar as same

      covers and pertains to the E/2 of the SW/4 and the SE/4

      of the NW/4 of Section 9, T.22S., R.26E., N.M.P.M., Eddy

      County, New Mexico.
    - "(2) United States Oil and Gas Lease Serial Number LC-064528-A,

      dated February 1, 1951, insofar and only insofar as said

      lease covers and pertains to the SW/4 of the NW/4 of Section 12, T.22S., R.25E., N.M.P.M., Eddy County, New Mexico.

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"In consideration, among other things, for Gulf Oil Corporation, The Ohio Oil Company, Sinclair Oil & Gas Company, The Superior Oil Company, Texaco Seaboard Inc., Texaco Inc., Honolulu Oil Corporation and E. A. Hanson, (hereinafter collectively referred to as "Farmees"), each agreeing to bear its relative additional proportionate share of the costs of drilling the test well to the depth required by Section 13 of this Agreement attributable to said farmed out acreage, Farmor is obligated to assign to Farmees in severalty, as their respective interests may appear, its above-described oil and gas leasehold estates, subject to an overriding royalty to be excepted and reserved by Farmor equal to 1/16th of 8/8ths, proportionately reduced. Farmees have heretofore been furnished copies of said letter agreement and reference is here made for all purposes."

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"In consideration, among other things, for Gulf Oil Corporation, The Ohio Oil Company, Sinclair Oil & Gas Company, The Superior Oil

Company, Texaco Seaboard Inc., Texaco Inc., Honolulu Oil Corporation
and E. A. Hanson, (hereinafter collectively referred to as "Farmees"),
each agreeing to bear its relative additional proportionate share of
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is obligated to assign to Farmees in severalty, as their respective
interests may appear, its above-described oil and gas leasehold
estates, subject to an overriding royalty to be excepted and reserved
by Farmor equal to 1/16th of 8/8ths, proportionately reduced. Farmees
have heretofore been furnished copies of said letter agreement and
reference is here made for all purposes."

IN WITNESS WHEREOF this instrument is executed by the undersigned on the day ifter their respective names. **GULF OIL CORPORATION** SUNRAY MID-CONTINENT OIL COMPANY ATTEST: PHILLIPS PETROLEUM COMPANY THE PURE OIL COMPANY ATTEST: SKELLY OIL COMPANY ATTEST: Its Assistant Secretary

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"In consideration, among other things, for Gulf Oil Corporation, The Ohio Oil Company, Sinclair Oil & Gas Company, The Superior Oil

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IN WITNESS WHEREOF this instrument is executed by the undersigned on the day after their respective names. SUNRAY MID-CONTINENT OIL COMPANY ATTEST: Its Date: PHILLIPS PETROLEUM COMPANY ATTEST: Date: THE PURE OIL COMPANY **APPROVED** ATTEST: Producing Division Date: JUN 1 6 1961 SKELLY OIL COMPANY ATTEST:

Its

Assistant Secretary

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"In consideration, among other things, for Gulf Oil Corporation, The Ohio Oil Company, Sinclair Oil & Gas Company, The Superior Oil

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13 of this Agreement attributable to said farmed out acreage, Farmor is obligated to assign to Farmees in severalty, as their respective interests may appear, its above-described oil and gas leasehold estates, subject to an overriding royalty to be excepted and reserved by Farmor equal to 1/16th of 8/8ths, proportionately reduced. Farmees have heretofore been furnished copies of said letter agreement and reference is here made for all purposes."

IN WITNESS WHEREOF this instrument is executed by the undersigned on the day and year set after their respective names.

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Date:\_\_\_\_ TEXACO SEABOARD INC. ATTEST: BY: Its\_ Date:\_\_\_\_ TEXACO INC. ATTEST: Date:\_\_ TIDEWATER OIL COMPANY ATTEST: Date:\_\_\_ WM. G. ROSS

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The foregoi	orporation, on below.  ing instrument was boration, on behalts:   ing instrument was boration, on behalts:	acknowledged be	of PHILLIPS PETROI  Proposition.  Notary Public  Afore me this day of of THE PURE OIL Coration.  Notary Public  Afore me this day of of SKELLY OIL COME

Date:		man and a second of the second
	<del></del>	ERNEST A. HANSON
		BEULAH IRENE HANSON
MAME OR NEW MOVIOS		
TATE OF NEW MEXICO	3	
OUNTY, OF CHAVES	<b>,</b>	
		<i>A</i>
The Actegoing	instrument was acknowl	edged before me this / ? Aday of
377000,	tion, on behalf of said	corney-in-race for Goth Old Corroration
SHOUBLICE!		$g \sim 0$
Commission Expires: 15, 196		Notary Public
, 5-4-40, Ne-Sust 15, 196	2	NOTALY PUBLIC
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The foregoing	instrument was acknowl	edged before me thisday of
, 1961,	by,	of SUNRAY MID-CONTINEN
IL COMPANY, a	corporation, on	benair or said corporation.
y Commission Expires:		
		Notary Public
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TATE OF Oklahoma OUNTY OF Washington	<b>ー</b> )	
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OUNTY OF Cassinglor	<i>)</i>	
	instrument was acknowl	edged before me this School of PRESIDENT of PHILLIPS PETROLEUM
1961,	by G. O. STARK,	VICE PRESIDENT of PHILLIPS PETROLEUM
OMPANY, a Delaware cor	poration, on behalf of	said corporation.
PUBLIC	•	
y Commission Expires:		Marlyn Liabae Notary Public
OF THE CENT OF STREET		Notary Public
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INIU OI	Ś	•
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<b>M</b> 1	4	
The foregoing, 1961,	hy	ledged before me this day of
corpor	ation, on behalf of sai	of THE PURE OIL COMPAN
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y Commission_Expires:	· •	Notary Public
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COMII OF	,	· ·
		edged before me this day of
, 1961,	by, ation, on behalf of sai	of SKELLY OIL COMPANY,
corpor	ation, on behalf of sai	d corporation.
y Commission Expires:	e e	
		Notary Public

			ERI	VEST A. HANSON	
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••			BEI	JLAH IRENE HANSON	
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AME OF MINI LINUTOS					
TATE OF NEW MEXICO	)		•	,	
The foregoin  Pennsylvanian corpor	by W. A.	SHELLSHEAR, At	edged before me torney-in-Fact	this 19 day of for GULF OIL CORPORATI	ON
A PURIOR	s	e ut			
Commission Expires:		i	2 m		
Commission Expires August 15, 19	62	$I_{i} = I_{i}$	Loc II ha	Notary Public	<del></del>
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			edged before me		
IL COMPANY, a	, byco	rporation, on	behalf of said of	_of SUNRAY MID-CONTIN	EN.
		-po-u-zon, on	Deliarr or Bara	orporacion,	
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y Commission Expires:	:		<del></del>		
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OUNTY OF	)			•	
The foregoin	ng instrume	nt was acknowl	edged before me	this day of	
, 1961,	ьу		edged before me	of PHILLIPS PETROLEU	M
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, 1961, OMPANY, a Delaware co	by orporation,			of PHILLIPS PETROLEU	M
, 1961, OMPANY, a Delaware co	by orporation,		said corporation	of PHILLIPS PETROLEU	IM
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, 1961, OMPANY, a Delaware co	by orporation,		said corporation	of PHILLIPS PETROLEU	IM
, 1961, OMPANY, a Delaware co y Commission Expires:	by orporation,		said corporation	of PHILLIPS PETROLEU	M 
, 1961, OMPANY, a Delaware co y Commission Expires:  STATE, OF TEXAS	by orporation,		said corporation	of PHILLIPS PETROLEU	<b>IM</b>
, 1961, OMPANY, a Delaware co y Commission Expires:	by orporation,		said corporation	of PHILLIPS PETROLEU	<b>IM</b>
, 1961, OMPANY, a Delaware co y Commission Expires:  STATE, OF TEXAS ) COUNTY OF HARRIS	by orporation,	on behalf of	said corporation	of PHILLIPS PETROLEU	<b>IM</b>
, 1961, OMPANY, a Delaware con y Commission Expires:  STATE OF TEXAS  COUNTY OF HARRIS  The forego June, 1961, by James	oing instrum	on behalf of	said corporation	of PHILLIPS PETROLEU  lotary Public  e this 16th day of ucing Division of	<b></b>
, 1961, OMPANY, a Delaware co y Commission Expires: STATE, OF TEXAS COUNTY OF HARRIS The forego June, 1961; by James The Pure Oil Company	orporation,  L. Morris, , an Ohio o	on behalf of	said corporation	of PHILLIPS PETROLEU  lotary Public  e this 16th day of ucing Division of	<b></b>
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y Commission Expires:  STATE OF TEXAS  COUNTY OF HARRIS  The forego  June, 1961, by James The Pure Cil Company  The Pure Cil Company  Type Commission expire  June 1, 1963	orporation,  L. Morris, , an Ohio o	on behalf of	wledged before more southern Production behalf of said	e this 16th day of ucing Division of corporation.	
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June 1, 1963  OMPANY, a Delaware constraint of Texas  The forego  The Pure Cil Company  My Commission expire  June 1, 1963  OUNTY OF  The foregoin 1961,	orporation,  orporation,  L. Morris, , an Ohio o	on behalf of  ment was acknow Manager of the corporation, or	wledged before me southern Production behalf of said  Notary Public i County, Texas	e this 16th day of ucing Division of corporation.  JO ANN and for Harris	₽RE
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)ate:					
	, , ,		ERN	est A. Hanson	
			BEU	LAH IRENE HANSON	
STATE OF NEW MEXICO	.)	•			
COUNTY OF CHAVES	<b>` j</b>				
The foregoing	instrument	was acknowled	ged before me	this day of .	-
, 1961,	by W. A. SH	ELLSHEAR, Atto	rney-in-Fact f	or GULF OIL CORPORA	TION
a Pennsylvanian corpora	tion, on be	half of said o	corporation.		
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My Commission Expires:			N	otary Public	<del></del>
•	•				
STATE OF	)				
	<b>)</b>	•	*		
COUNTY OF	)				
The foregoing	instrument	was acknowled	lged before me	this day of	
OIL COMPANY, a	corne	oration, on he	half of said o	_of SUNRAY MID-CONT	INE
, , , , , , , , , , , , , , , , , , , ,					
My Commission Expires:			•		
.,			<u> </u>	otary Public	
		•	v.		
STATE OF	)				
The foregoing			- ·	thisday of _of PHILLIPS PETROL	.EUM
The foregoing			- ·		EUM
The foregoing , 1961, COMPANY, a Delaware cor			id corporation	_of PHILLIPS PETROL	EUM
The foregoing , 1961, COMPANY, a Delaware cor			id corporation		EUM
The foregoing			id corporation	_of PHILLIPS PETROL	EUM
The foregoing			id corporation	_of PHILLIPS PETROL	EUM
The foregoing , 1961, COMPANY, a Delaware cor My Commission Expires: STATE OF			id corporation	_of PHILLIPS PETROL	EUM
The foregoing	by	n behalf of sa	id corporation	_of PHILLIPS PETROL	EUM
The foregoing , 1961, COMPANY, a Delaware cor  My Commission Expires:  STATE OF  COUNTY OF	poration, or  ) ) ) instrument	n behalf of sa	id corporation	_of PHILLIPS PETROL	
The foregoing , 1961, COMPANY, a Delaware cor  My Commission Expires:  STATE OF  COUNTY OF	poration, or  ) ) ) instrument	n behalf of sa	id corporation	_of PHILLIPS PETROL	
The foregoing , 1961, COMPANY, a Delaware cor  My Commission Expires:  STATE OF  COUNTY OF  The foregoing , 1961, a, corpor	poration, or  ) ) ) instrument	n behalf of sa	id corporation	_of PHILLIPS PETROL	
The foregoing , 1961, COMPANY, a Delaware cor  My Commission Expires:  STATE OF  COUNTY OF  The foregoing , 1961, a, corpor	poration, or  ) ) ) instrument	n behalf of sa	ged before me	_of PHILLIPS PETROL	
The foregoing , 1961, COMPANY, a Delaware cor  My Commission Expires:  STATE OF  COUNTY OF  The foregoing , 1961, a, corpor	poration, or  ) ) ) instrument	n behalf of sa	ged before me	_of PHILLIPS PETROL	
The foregoing	) ) ) ) ; instrument by ation, on be	n behalf of sa	ged before me	_of PHILLIPS PETROL	
The foregoing	) ) ) ) ; instrument by ation, on be	n behalf of sa	ged before me	_of PHILLIPS PETROL	
The foregoing	) ) ) ) ; instrument by ation, on be	n behalf of sa	ged before me	_of PHILLIPS PETROL	
The foregoing , 1961, COMPANY, a Delaware cor  My Commission Expires:  STATE OF  The foregoing , 1961, a	poration, or  instrument by ration, on be instrument	was acknowled	id corporation  Reged before me  corporation.	of PHILLIPS PETROL  otary Public  thisday of of THE PURE OIL CO	MPAN
The foregoing , 1961, COMPANY, a Delaware cor  My Commission Expires:  STATE OF  The foregoing , 1961, a	poration, or  instrument by ation, on be instrument by BALLE	was acknowled	ged before me corporation.	_of PHILLIPS PETROL	MPAN
	poration, or  instrument by ation, on be instrument by BALLE	was acknowled	ged before me corporation.	of PHILLIPS PETROL  otary Public  thisday of of THE PURE OIL CO	MPAN
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The foregoing	poration, or  instrument by ation, on be instrument by BALLE	was acknowled	ged before me corporation.  Reged before me orney-IN-FACT corporation.	of PHILLIPS PETROL  otary Public  thisday of of THE PURE OIL CO	MPAN
The foregoing , 1961, COMPANY, a Delaware cor  My Commission Expires:  STATE OF  The foregoing , 1961, a	poration, or  instrument by ation, on be instrument by BALLE	was acknowled	ged before me corporation.  Reged before me orney-IN-FACT corporation.	of PHILLIPS PETROL  otary Public  thisday of of THE PURE OIL CO  thisday of of SKELLY OIL COMP	MPAN

STATE OF	Ohio	)					•
COUNTY OF	Hancock	)	,				
This will	neSipregoing	instrument was by Glenn F. Bish	acknowledged Vic	before me	this 3 d	lay of	COMPANY.
an Solic		ration, on beha					
My Commussi	on Ekpires;	P. T. YOUNG PUBLIC, HANCOCK COUNTY,	OHIO		D1/1	AND THE	
	MA-COMM	HISSION EXPIRES MARCH 29	, 1963		Notary Publ	lic	
STATE OF	OCK COUNTY						
COUNTY OF		)	,				
ጥ!	ne foregoing	; instrument was	acknowledged	hefore me	thia d	lay of	
	1961	by	•			•	CORPORATIO
<u>.</u>	corpor	ation, on behal	f of said cor	poration.	•		·
My Commission	an Tuninas					4	
my Countissi	on Expires:		_	·	Notary Pub	lic	<del></del>
STATE OF		)					
COUNTY OF		)					•
T'	he foregoing	; instrument was	acknowledged	: l before me	this c	lav of	
•	. 1961.	by	•		of NORTH	RN NATU	RAL GAS
PRODUCING C	UMPANI, a	co	rporacion, on	n benali or	said corpo	oration	•
My Commissi	on Expires:	·					·
			-		Notary Pub	lic	
			•				
STATE OF	,	)				,	
COUNTY OF		<b>'</b>					
T	he foregoing	instrument was	acknowledged	l before me	this c	lay of	
COMPANY, a_	, 1961,	by corporation,	on behalf of	said corp	or the Storation.	DPERIOR	OIL
		,				,	
My Commissi	on Expires:		•	·			·
					Notary Pub	Lic	
STATE OF		`					
		<u> </u>	•			4	
COUNTY OF		)					
Т	he foregoing , 1961.	g instrument was	acknowledged	l before me	this of SINCL	day of	& GAS
COMPANY, a_		by corporation,	on behalf of	said corp	oration.	. <del>.</del>	
My Commissi	on Expires:	,		7	Notary Pub	lic	

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STATE OF	<b>)</b>					
COUNTY OF	) )				•	
The forego	ing instrument	was acknowl	edged be for	re me this	day of	
, 196			<del></del>	of THE	OHIO OIL COM	IPANY,
co	rporation, on	behalf of 84	iid corpora	tion.		: .
o Comulanton Tourism				•		•
y Commission Expire	<b>B</b> :			Notary Pu	blic	·
	<del></del>	•				
TATE OF CALIFORNIA	. )			•	•	·
n and OT Sin Francisco	<b>)</b>					
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A Culte forego	ing instrument	was acknowl	edged befor	re me this 2	_day of	22121
196	poration, on b	ehalf of sai	d corporat:	VICE PRES. OF HONO	roro oir cok	PORATIO
	•					
y Commission Expire	<b>s:</b>		Helen	Notary Pu	Helen G.	Boyle
August 28, 1963	.* *******			Notary Pu	blic	
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OUNTY OF	}					
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, 196 RODUCING COMPANY, a					pozutzon	,
y Commission Expire	<b>5</b> :		<del></del>	Notary Pu	blic	
	<del></del>		. •		•	,
TATE OF	)				•	
Arnemi AS	}	. '	•			
OUNTY OF	<b>,</b>				• "	•
The forego	ing instrument	was acknowl	edged befor	re me this	_day of SUPERIOR OIL	
OMPANY, a	1, by corporat:	ion, on beha	lf of said	corporation.	JULBATOR OIL	•
					;	
y Commission Expire	<b>s:</b>					
	***************************************			Notary Pu	blic	<u></u>
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TATE OF	}				•	
OUNTY OF	}				•	
	ing instrument  1. by				_day of LAIR OIL & G	AS
OMPANY, a	1, by corporat:	ion, on beh	lf of said	corporation.		
		•	٠			
y Commission Expire	8:	•				
				Notary Pu	blic	<del></del>

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STATE OF	<b>)</b>		Tree Section 1997		
COUNTY OF	)		, 100 , 100 , 100		
1061	g instrument was				of OIL COMPANY,
a corp	oration, on beha	lf of said co	orporation.	02 2110 01120	ora commun,
	,				
My Commission Expires:		-			
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STATE OF	· )				
COUNTY OF	)		•		•
COUNTI OF	,	· .		-	
	g instrument was	acknowledge			
, 1961,	by ration, on behal	f of said co	rnoration	of HONOLULU	OIL CORPORATION
- corpo	· · · · · · · · · · · · · · · · · · ·		poracion.		•
M. G to the Westman					1, 12
My Commission Expires:		•	No	tary Public	
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omann on a l	•				
STATE OF NEWWAR	)		·		
COUNTY OF Douglas	5	·			
<b>F</b>	g ingtrument was	. acknowledge	d hefore me t	his 10th day	of
	by Jackson m. t				
PROMULTING COMPANY, a_	Delfware co	rporation, or	n behalf of s	aid corporat	ion
G TARLE TO				1	
My Somme as ion Expires:	•	_	Venet !	tary Bublic	· · ·
continue 15:19(1)	•		<b>X</b> 6	tary Bublic	
OOUTY .		•			₹
STATE OF	<b>)</b> '				
	7		•		
COUNTY OF	)				
The foregoin	g instrument was	acknowledge	d before me t	his <u>day</u>	of TOR OIL
COMPANY, a	bycorporation,	on behalf o	f said corpor	ation.	. <b>_</b>
				*	
My Commission Expires:					
,		•	No	tary Public	
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STATE OF	<b>)</b>				•
OTATE OF	Ś	•			
COUNTY OF	)				•
The foregoin	g instrument was	. acknowladca	d hefore me t	hia dav	of
, 1961.	by	- acmonteage		of SINCLAIR	OIL & GAS
COMPANY, a	by corporation,	on behalf o	f said corpor	ation.	
			-		
My Commission Expires:					
		•	No	tary Public	

Lupicion

The foregoing instrument was acknowledged before me this day of the OHIO OIL COMPANY, a corporation, on behalf of said corporation.  My Commission Expires:  Notary Public  STATE OF  The foregoing instrument was acknowledged before me this day of the Composition, on behalf of said corporation.  My Commission Expires:  Notary Public  STATE OF  The foregoing instrument was acknowledged before me this day of the Composition on behalf of said corporation.  My Commission Expires:  Notary Public  STATE OF  The foregoing instrument was acknowledged before me this day of NORTHERN NATURAL GAS of NORTHERN NATURAL GAS to Composition on behalf of said corporation on behalf of said corporation.  CORPORATION ACKNOWLEDGMENT  STATE OF TEXAS	STATE OF								
The foregoing instrument was acknowledged before me this day of the OHIO OIL COMPANY,  a	COIDER -		)						
The foregoing instrument was acknowledged before me this day of the OHIO OIL COMPANY,  a			) .			-			•
corporation, on behalf of said corporation.  TATE OF  The foregoing instrument was acknowledged before me this day of corporation, on behalf of said corporation.  Y Commission Expires:  Notary Public  TATE OF  OUNTY OF  The foregoing instrument was acknowledged before me this day of HONOLULU OIL CORPORAT  CORPORATION  The foregoing instrument was acknowledged before me this day of Notary Public  TATE OF  OUNTY OF  OUNTY OF  OF NORTHERN NATURAL GAS  RODUCING COMPANY, a corporation, on behalf of said corporation  Y Commission Expires:  Notary Public  CORPORATION ACKNOWLEDGMENT  TEXAS  TATE OF HARRIS  EFORE ME, the undersigned authority in and for said County and State, on this day personally appears Allerance and State, on the state and S	COUNTY OF		)				•		
corporation, on behalf of said corporation.  (by Commission Expires:  The foregoing instrument was acknowledged before me this day of of HONOLULU OIL CORPORAT.  (corporation, on behalf of said corporation.  (corporation, on behalf of said corporation.  (corporation, on behalf of said corporation.  (corporation)  The foregoing instrument was acknowledged before me this day of Notary Public  (commission Expires:  (composition)  The foregoing instrument was acknowledged before me this day of Northern Natural Gas acknowledged before me this day of Northern Natural Gas acknowledged before me this day of Northern Natural Gas acknowledged before me this day of Northern Natural Gas acknowledged before me this day personally appears of Notary Public acknowledged before me this day personally appears of Notary Public acknowledged before me this day personally appears of Notary Public acknowledged before me this day personally appears of Notary Public acknowledged before me this day personally appears of Notary Public acknowledged before me this day personally appears of Notary Public acknowledged before me this day personally appears of Notary Public acknowledged before me this day personally appears of Notary Public acknowledged before me this day of	Tl	ne foregoine	instrumer	it was not	oral adapat h			_	
corporation, on behalf of said corporation.  (by Commission Expires:    Notary Public		, 1961,	by	ic was act		elore me th	f THE OHIO	OTT	COMD A NEW
The foregoing instrument was acknowledged before me this day of of HONOLULU OIL CORPORAT.  dy Commission Expires:  TATE OF Notary Fublic  THATE OF OF MORTHERN NATURAL GAS CORPORATION, on behalf of said corporation  TOUNTY OF CORPORATION ACKNOWLEDGMENT  STATE OF Notary Fublic  CORPORATION ACKNOWLEDGMENT  TEXAS CORPORATION ACKNOWLEDGMENT  STATE OF HARRIS	A	corpo	oration, or	behalf of	said corp	oration.	-, 2110	OIL	COMPANI,
The foregoing instrument was acknowledged before me this day of of HONOLULU OIL CORPORAT.  Torporation, on behalf of said corporation.  Tourney Fublic  STATE OF Notary Fublic  STATE OF Of NORTHERN NATURAL GAS Corporation, on behalf of said corporation  The foregoing instrument was acknowledged before me this day of of NORTHERN NATURAL GAS Corporation, on behalf of said corporation  TOURNEY OF CORPORATION ACKNOWLEDGMENT  STATE OF TEXAS NOTARY Fublic  CORPORATION ACKNOWLEDGMENT  STATE OF HARRIS			N					•	•
The foregoing instrument was acknowledged before me this	My Commissic	n Exnires.				٠	-		<b>X</b>
The foregoing instrument was acknowledged before me this		on mapires.				Not	er Duble		
The foregoing instrument was acknowledged before me this	,		**			1100	ary Public		•
The foregoing instrument was acknowledged before me this	am imp					٠			
The foregoing instrument was acknowledged before me this	STATE OF		<b>?</b>						
The foregoing instrument was acknowledged before me this day of NORTHERN NATURAL GAS CORPORATION.  COUNTY OF COMPANY, a corporation, on behalf of said corporation  CORPORATION ACKNOWLEDGMENT  STATE OF HARRIS  CORPORATION ACKNOWLEDGMENT  CORPORATION ACKNOWLEDGMENT  STATE OF HARRIS  EFORE ME, the undersigned authority in and for said County and State, on this day personally appears.	COUNTY OF	•	<b>`</b>						
The foregoing instrument was acknowledged before me this day of NORTHERN NATURAL GAS CORPORATION.  COUNTY OF COMPANY, a corporation, on behalf of said corporation  CORPORATION ACKNOWLEDGMENT  STATE OF HARRIS  CORPORATION ACKNOWLEDGMENT  CORPORATION ACKNOWLEDGMENT  STATE OF HARRIS  EFORE ME, the undersigned authority in and for said County and State, on this day personally appears.									
The foregoing instrument was acknowledged before me this day of NORTHERN NATURAL GAS CORPORATION.  COUNTY OF COMPANY, a corporation, on behalf of said corporation  CORPORATION ACKNOWLEDGMENT  STATE OF HARRIS  CORPORATION ACKNOWLEDGMENT  CORPORATION ACKNOWLEDGMENT  STATE OF HARRIS  EFORE ME, the undersigned authority in and for said County and State, on this day personally appears.	Th	e foregoing	instrumen	t was ackn	owledged b	efore me thi	ls day	of	•
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LOIS EAKES

Notary Public In and for Harris County, Texas

My Commission Expires June 1, 1963

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	corporation, on behalf of	
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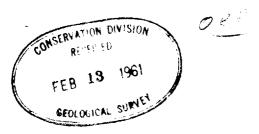
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natural resources.

#### CERTIFICATION - - DETERMINATION

# 14-08-0001 7348

Pursuant to the authority vested in the Secretary of Interior, under the act approved February 25, 1920, 41 Stat. 437, as amended, 30 U.S.C. secs. 181, et seq., and delegated to the Director of the Geological Survey pursuant to Departmental Order No. 2365 of October 8, 1947, 43 C. F. R. sec. 4.611, 12 F. R. 6784, I do hereby:

	Α.	Approve	the atta	ched agre	ement for	the deve	lopment a	nd operation
of the		Hackber	ry Hille		na – <del>Najaran sa na mu</del> ayeya, arayeta Masada Ma			Unit Area,
State of	······································	New Mex	dco	V				
	в.	Certify	and dete	rmine tha	t the uni	t plan of	developm	ent and
operation	con	templated	l in th <b>e</b>	attached	agreement	is neces	sary and	advisable
in the pu	blic	interest	for the	pur <b>pos</b> e	of more p	roperly c	onserving	the

C. Certify and determine that the drilling, producing, rental, minimum royalty, and royalty requirements of all Federal leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of this agreement. FEB  $2.7\,1961$ 

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#### CERTIFICATE OF APPROVAL

#### BY COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

### HACKBERRY HILLS UNIT AREA

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, the attached Agreement for the development and operation of acreage which is described within the attached Agreement, dated January 26, 1961 which has been executed or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of cil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the state, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 7-11-39, 7-11-40, 7-11-41, 7-11-47, 7-11-48, New Mexico Statutes Annotated 1953 Compilation, I, the undersigned, Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 13th day of February 19 61

20,700

Commissioner of Public Lands of the State of New Mexico



# BEFORE THE OIL COMSERVATION COMMISSION OF THE STATE OF NEW MEXICO

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

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CASE No. 2181 Order No. R-1871

THE APPLICATION OF GULF OIL COMPORATION FOR THE APPROVAL OF THE HACKBERRY HILLS UNIT AGREEMENT EMBRACING 13,920 ACRES, MORE OR LESS, LOCATED IN TOWNSHIPS 21 AND 22 SOUTH, RANGES 25 AND 26 EAST, EMPM, EDDY COUNTY, NEW MEXICO.

## ORDER OF THE COMMISSION

#### BY THE COMMISSION:

This cause came on for hearing at 9 o'clock a.m., on February 8, 1961, at Santa Fe, New Mexico, before Daniel S. Nutter, Examiner duly appointed by the Oil Conservation Commission of New Mexico, hereinafter referred to as the "Commission," in accordance with Rule 1214 of the Commission Rules and Regulations.

NOW, on this 15th day of February, 1961, the Commission, a quorum being present, having considered the application, the evidence adduced, and the recommendations of the Examiner, Daniel S. Mutter, and being fully advised in the premises,

#### FINDS:

- (1) That due public notice having been given as required by law, the Commission has jurisdiction of this cause and the subject matter thereof.
- (2) That the proposed unit plan will in principle tend to promote the conservation of oil and gas and the prevention of waste.

#### IT IS THEREFORE ORDERED:

- (1) That this order shall be known as the HACKBERRY HILLS UNIT AGREEMENT ORDER.
- (2) (a) That the project herein referred to shall be known as the Hackberry Hills Unit Agreement and shall hereinafter be referred to as the "Project."
- (b) That the Plan by which the project shall be operated shall be embraced in the form of a unit agreement for the development and operation of the Hackberry Hills Unit Area,

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referred to in the Petitioner's petition and filed with said petition, and such plan shall be known as the Hackberry Hills Unit Agreement Plan.

- (3) That the Hackberry Hills Unit Agreement Plan shall be, and hereby is, approved in principle as a proper conservation measure; provided, however, that notwithstanding any of the provisions contained in said unit agreement, this approval shall not be considered as waiving or relinquishing in any manner any right, duties or obligations which are now, or may hereafter be, vested in the New Mexico Oil Conservation Commission by law relative to the supervision and control of operations for exploration and development of any lands committed to said Hackberry Hills Unit Agreement, or relative to the production of oil and gas therefrom.
  - (4) (a) That the unit area shall be:

#### NEW MEXICO PRINCIPAL MERIDIAN

TOWNSHIP 21	SOUTH,	RANGE	25	EAST
Section 25:	8/2			
Section 26:	<b>S/2</b>			
Section 27:	SE/4			
Section 34:	<b>E/2</b>			
Section 35:	All			
Section 36:	All			

TOWNSHIP 21 SOUTH, RANGE 26 EAST Section 31: All Section 32: W/2

TOWNSHIP 22 SOUTH, RANGE 25 EAST
Section 1: All
Section 2: All
Section 3: E/2
Section 11: NE/4
Section 12: N/2 and SE/4

TOWNSHIP 22 SOUTH, RANGE 26 EAST Section 5: All Section 6: All Section 7: Section 8: Section 9: All **A11** W/2 and SE/4Section 10: SW/4 Section 14: BW/4 Section 15: All Section 16: All All Section 17: Section 18: NE/4 Section 21: N/2 and SE/4

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> Section 22: All Section 23: All Section 26: All Section 27: N/2 and SE/4

containing 13,920 acres, more or less.

- (b) The unit area may be enlarged or contracted as provided in said Plan, provided, however, that administrative approval for expansion or contraction of the unit area must also be obtained from the Secretary-Director of the Commission.
- (5) That the unit operator shall file with the Commission an executed original or executed counterpart of the Hackberry Hills Unit Agreement within 30 days after the effective date thereof.
- (6) That any party owning rights in the unitized substances who does not commit such rights to said unit agreement before the effective date thereof may thereafter become a party thereto by subscribing to such agreement or counterpart thereof, or by ratifying the same. The unit operator shall file with the Commission within 30 days an original of any such counterpart or ratification.
- (7) That this order shall become effective upon the approval of said unit agreement by the United States Geological Survey and by the Commissioner of Public Lands for the State of New Mexico, and shall terminate ipso facto upon the termination of said unit agreement. The last unit operator shall immediately notify the Commission in writing of such termination.

DOME at Santa Fe, New Mexico, on the day and year hereinabove designated.

> STATE OF NEW MEXICO OIL CONSERVATION CONDUSSION

EDWIN L. MECHEM, Chairman

SEAL

A. L. PORTER, Jr., Member & Secretary

esr/

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# UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE HACKBERRY HILLS UNIT AREA EDDY COUNTY, NEW MEXICO NO. 14-08-0001-7348

THIS AGREEMENT, entered into as of the 26 day of Jonuary,
1961, by and between the parties subscribing, ratifying, or consenting hereto, and
herein referred to as the "parties hereto",

#### WITNESSETH:

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

whereas, the Mineral Leasing Act of February 25, 1920, 41 Stat. 437, as amended, 30 U.S.C. Secs. 181 et seq., authorizes Federal lessees and their representatives to unite with each other, or jointly or separately with others, in collectively adopting and operating a cooperative or unit plan of development or operation of any oil or gas pool, field, or like area, or any part thereof for the purpose of more properly conserving the natural resources thereof whenever determined and certified by the Secretary of the Interior to be necessary or advisable in the public interest; and,

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Sec. 7-11-39 N.M. Statutes 1953 Annotated) to consent to or approve this agreement on behalf of the State of New Mexico, insofar as it covers and includes lands and mineral interests of the State of New Mexico; and,

WHEREAS, the Oil Conservation Commission of the State of New Mexico is authorized by an Act of the Legislature (Chapter 72, Laws of 1935, as amended by Chapter 193, Laws of 1937, Chapter 166, Laws of 1941, and Chapter 168, Laws of 1949) to approve this agreement and the conservation provisions hereof; and,

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

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

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

- 1. ENABLING ACT AND REGULATIONS. The Mineral Leasing Act of February 25, 1920, as amended, supra, and all valid pertinent regulations, including operating and unit plan regulations, heretofore issued thereunder or valid, pertinent, and reasonable regulations hereafter issued thereunder are accepted and made a part of this agreement as to Federal lands, provided such regulations are not inconsistent with the terms of this agreement; and as to State of New Mexico and privately owned lands, the oil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations, not inconsistent with the terms hereof or the laws of the State of New Mexico are hereby accepted and made a part of this agreement.
- 2. UNIT AREA. The following-described land is hereby designated and recognized as constituting the unit area:

T-21-S, R-25-E, N.M.P.M.	T-21-S, R-26-E, N.M.P.M.
Sec. 25: S/2 Sec. 26: S/2 Sec. 27: SE/4 Sec. 34: E/2 Sec. 35: All Sec. 36: All	Sec. 31: All Sec. 32: W/2
T-22-S, R-25-E, N.M.P.M.	T-22-S, R-26-E, N.M.P.M.
Sec. 1: All (irregular) Sec. 2: All (irregular) Sec. 3: E/2 (irregular) Sec. 11: NE/4 Sec. 12: N/2 and SE/4	Sec. 5: All (irregular) Sec. 6: All (irregular) Sec. 7: All (irregular) Sec. 8: All Sec. 9: W/2 and SE/4 Sec. 10: SW/4 Sec. 14: SW/4 Sec. 15: All Sec. 16: All Sec. 16: All Sec. 17: All Sec. 18: NE/4 Sec. 21: N/2 and SE/4 Sec. 22: All Sec. 23: All Sec. 26: All Sec. 27: N/2 and SE/4

containing 13,920.38 acres, more or less.

Exhibit A attached hereto is a map showing the unit area and the boundaries and identity of tracts and leases in said area to the extent known to the Unit Operator. Exhibit B attached hereto is a schedule showing to the extent known to the Unit Operator the acreage, percentage, and kind of ownership of oil and gas interests in all land in the unit area. However, nothing herein or in said schedule or map shall

be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown in said map or schedule as owned by such party. Exhibits A and B shall be revised by the Unit Operator whenever changes in the unit area render such revision necessary, or when requested by the Oil and Gas Supervisor, hereinafter referred to as "Supervisor", or when requested by the Commissioner of Public Lands of the State of New Mexico, hereinafter referred to as "Land Commissioner", and not less than seven copies of the revised exhibits shall be filled with the Supervisor, and one (1) copy thereof shall be filled with the Land Commissioner and one (1) copy with the New Mexico Oil Conservation Commission, hereinafter referred to as "State Commission".

The above-described unit area shall when practicable be expanded to include therein any additional tract or tracts regarded as reasonably necessary or advisable for the purposes of this agreement, or shall be contracted to exclude lands not within any participating area whenever such expansion or contraction is necessary or advisable to conform with the purposes of this agreement. Such expansion or contraction shall be effected in the following manner:

- (a) Unit Operator, on its own motion, or on demand of the Director of the Geological Survey, hereinafter referred to as "Director", or on demand of the Land Commissioner, after preliminary concurrence by the Director, shall prepare a notice of proposed expansion or contraction describing the contemplated changes in the boundaries of the unit area, the reasons therefor, and the proposed effective date thereof, preferably the first day of a month subsequent to the date of notice.
- (b) Said notice shall be delivered to the Supervisor, the Land Commissioner and the State Commission and copies thereof mailed to the last known address of each working interest owner, lessee, and lessor whose interests are affected, advising that 30 days will be allowed for submission to the Unit Operator of any objections.
- (c) Upon expiration of the 30-day period provided in the preceding item (b) hereof, Unit Operator shall file with the Supervisor, the Land Commissioner and the State Commission evidence of mailing of the notice of expansion or contraction and a copy of any objections thereto which have been filed with the Unit Operator, together with an application in sufficient number, for approval of such expansion or contraction and with appropriate joinders.
- (d) After due consideration of all pertinent information, the expansion or contraction shall, upon approval by the Director, the Land Commissioner and the

State Commission, become effective as of the date prescribed in the notice thereof.

(e) All legal subdivisions of unitized lands (i.e., 40 acres by Government survey or its nearest lot or tract equivalent in instances of irregular surveys, however, unusually large lots or tracts shall be considered in multiples of 40 acres, or the nearest aliquot equivalent thereof, for the purpose of elimination under this subsection), no parts of which are entitled to be in a participating area within 5 years after the first day of the month following the effective date of the first initial participating area established under this unit agreement, shall be eliminated automatically from this agreement, effective as of the first day thereafter, and such lands shall no longer be a part of the unit area and shall no longer be subject to this agreement, unless at the expiration of said 5-year period diligent drilling operations are in progress on unitized lands not entitled to participation, in which event all such lands shall remain subject hereto for so long as such drilling operations are continued diligently, with not more than 90 days' time elapsing between the completion of one such well and the commencement of the next such well, except that the time allowed between such wells shall not expire earlier than 30 days after the expiration of any such period of time during which drilling operations are prevented by a matter beyond the reasonable control of unit operator as set forth in the section hereof entitled "Unavoidable Delay"; provided that all legal subdivisions of lands not in a participating area and not entitled to become participating under the applicable provisions of this agreement within 10 years after asaid first day of the month following the effective date of said first initial participating area shall be eliminated as above specified. Determination of creditable "Unavoidable Delay" time shall be made by unit operator and subject to approval of the Director and the Land Commissioner. The unit operator shall, within 90 days after the effective date of any elimination hereunder, describe the area so eliminated to the satisfaction of the Director and the Land Commissioner and promptly notify all parties in interest.

If conditions warrant extension of the 10-year period specified in this subsection 2 (e), a single extension of not to exceed 2 years may be accomplished by consent of the owners of 90% of the current unitized working interests and 60% of the current unitized basic royalty interests (exclusive of the basic royalty interests of the United States), on a total-nonparticipating-acreage basis, respectively, with approval of the Director, and the Land Commissioner provided such extension application is submitted to the Land Commissioner and the Director

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not later than 60 days prior to the expiration of said 10-year period.

Any expansion of the unit area pursuant to this section which embraces lands theretofore eliminated pursuant to this subsection 2 (e) shall not be considered automatic commitment or recommitment of such lands.

- 3. UNITIZED LAND AND UNITIZED SUBSTANCES. All land committed to this agreement shall constitute land referred to herein as "unitized land" or "land subject to this agreement". All oil and gas in any and all formations of the unitized land are unitized under the terms of this agreement and herein are called "unitized substances".
- 4. UNIT OPERATOR. Gulf Oil Corporation is hereby designated as Unit Operator and by signature hereto as Unit Operator commits to this agreement all interests in unitized substances vested in it and agrees and consents to accept the duties and obligations of Unit Operator for the discovery, development and production of unitized substances as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of interest in unitized substances, and the term "working interest owner" when used herein shall include or refer to Unit Operator as the owner of a working interest when such an interest is owned by it.
- the right to resign at any time prior to the establishment of a participating area or areas hereunder, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and terminate Unit Operator's rights as such for a period of 6 months after notice of intention to resign has been served by Unit Operator on all working interest owners and the Director, the Land Commissioner and State Commission and until all wells then drilled hereunder are placed in a satisfactory condition for suspension or abandonment whichever is required by the Supervisor as to Federal lands and the State Commission as to State and privately owned lands unless a new Unit Operator shall have been selected and approved and shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

Unit Operator shall have the right to resign in like manner and subject to like limitations, as above provided, at any time a participating area established hereunder is in existence, but, in all instances of resignation or removal, until a successor unit operator is selected and approved as hereinafter provided, the working interest owners shall be jointly responsible for performance of the

duties of unit operator, and shall not later than 30 days before such resignation or removal becomes effective appoint a common agent to represent them in any action to be taken hereunder.

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

The Unit Operator may, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by the same percentage vote of the owners of working interests determined in like manner as herein provided for the selection of a new Unit Operator. Such removal shall be effective upon notice thereof to the Director and the Land Commissioner.

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

- 6. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall tender his or its resignation as Unit Operator, or shall be removed as hereinabove provided, the owners of the working interests in the participating area or areas according to their respective acreage interests in such participating area or areas, or, until a participating area shall have been established, the owners of the working interests according to their respective acreage interests in all unitized land, shall by majority vote select a successor Unit Operator; provided, that, if a majority but less than 75 per cent of the working interests qualified to vote are owned by one party to this agreement, a concurring vote of one or more additional working interest owners shall be required to select a new operator. Such selection shall not become effective until:
- (a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and
- (b) the selection shall have been approved by the Director and Land Commissioner. If no successor Unit Operator is selected and qualified as herein

provided, the Director and Land Commissioner at their election may declare this unit agreement terminated.

- ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT. If the Unit Operator is not the sole owner of working interests, costs and expenses incurred by Unit Operator in conducting unit operations hereunder shall be paid and apportioned among and borne by the owners of working interests, all in accordance with the agreement or agreements entered into by and between the Unit Operator and the owners of working interests, whether one or more, separately or collectively. Any agreement or agreements entered into between the working interest owners and the Unit Operator as provided in this section, whether one or more, are herein referred to as the "unit operating agreement". Such unit operating agreement shall also provide the manner in which the working interest owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases, or other independent contracts, and such other rights and obligations as between Unit Operator and the working interest owners as may be agreed upon by Unit Operator and the working interest owners; however, no such unit operating agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve the Unit Operator of any right or obligation established under this unit agreement, and in case of any inconsistency or conflict between the unit agreement and the unit operating agreement, this unit agreement shall prevail. Three (3) true copies of any unit operating agreement executed pursuant to this section should be filed with the Supervisor and one (1) true copy with the Land Commissioner, prior to approval of this unit agreement by the Director.
  - 8. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR. Except as otherwise specifically provided herein, the exclusive right, privilege, and duty of exercising any and all rights of the parties hereto which are necessary or convenient for prospecting for, producing, storing, allocating, and distributing the unitized substances are hereby delegated to and shall be exercised by the Unit Operator as herein provided. Acceptable evidence of title to said rights shall be deposited with said Unit Operator and, together with this agreement, shall constitute and define the rights, privileges, and obligations of Unit Operator. Nothing herein, however, shall be construed to transfer title to any land or to any lease or operating agreement, it being understood that under this agreement the Unit Operator, in its capacity as Unit Operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein

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specified.

DRILLING TO DISCOVERY. Within 6 months after the effective date hereof, the Unit Operator shall begin to drill an adequate test well at a location approved by the Supervisor if on Federal land or by the Land Commissioner if on State land, or by the State Commission if on privately owned land, unless on such effective date a well is being drilled conformably with the terms hereof, and thereafter continue such drilling diligently until the Devonian formations have been tested or until at a lesser depth unitized substances shall be discovered which can be produced in paying quantities (to-wit: quantities sufficient to repay the costs of drilling and producing operations, with a reasonable profit) or the Unit Operator shall at any time establish to the satisfaction of the Supervisor if on Federal land, or the Land Commissioner if on State land, or of the State Commission if on privately owned land, that further drilling of said well would be unwarranted or impracticable; provided, however, that Unit Operator shall not in any event be required to drill said well to a depth in excess of 12,000 feet. Until the discovery of a deposit of unitized substances capable of being produced in paying quantities, the Unit Operator shall continue drilling diligently one well at a time, allowing not more than 6 months between the completion of one well and the beginning of the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of said Supervisor if it be on Federal land or of the Land Commissioner if on State land or the State Commission if on privately owned land or until it is reasonably proved that the unitized land is incapable of producing unitized substances in paying quantities in the formations drilled hereunder. If unitized substances in paying quantities shall have been discovered in any test well completed or in the process of completion upon the Unit Area prior to the effective date hereof, such well shall comply with the provisions of this section and all further development operations shall be conducted in accordance with an approved plan of development and operation in accordance with Section 10 hereof. Nothing in this section shall be deemed to limit the right of the Unit Operator to resign as provided in Section 5 hereof, or as requiring Unit Operator to commence or continue any drilling during the period pending such resignation becoming effective in order to comply with the requirements of this section. The Director and Land Commissioner may modify the drilling requirements of this section by granting reasonable extensions of time when, in their opinion, such action is warranted.

Upon failure to comply with the drilling provisions of this section, the Director and Land Commissioner may, after reasonable notice to the Unit Operator, and

each working interest owner, lessee, and lessor at their last known addresses, declare this unit agreement terminated.

- PLAN OF FURTHER DEVELOPMENT AND OPERATION. Within 6 months after 10. completion of a well capable of producing unitized substances in paying quantities, the Unit Operator shall submit for the approval of the Supervisor and the Land Commissioner an acceptable plan of development and operation for the unitized land which, when approved by the Supervisor and the Land Commissioner, shall constitute the further drilling and operating obligations of the Unit Operator under this agreement for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for the approval of the Supervisor and the Land Commissioner a plan for an additional specified period for the development and operation of the unitized land. Any plan submitted pursuant to this section shall provide for the exploration of the unitized area and for the diligent drilling necessary for determination of the area or areas thereof capable of producing unitized substances in paying quantities in each and every productive formation and shall be as complete and adequate as the Supervisor and the Land Commissioner may determine to be necessary for timely development and proper conservation of the oil and gas resources of the unitized area and shall:
- (a) specify the number and location of any wells to be drilled and the proposed order and time for such drilling; and,
- (b) to the extent practicable specify the operating practices regarded as necessary and advisable for proper conservation of natural resources. Separate plans may be submitted for separate productive zones, subject to the approval of the Supervisor and the Land Commissioner. Said plan or plans shall be modified or supplemented when necessary to meet changed conditions or to protect the interests of all parties to this agreement. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of development. The Supervisor and Land Commissioner are authorized to grant a reasonable extension of the 6-month period herein prescribed for submission of an initial plan of development where such action is justified because of unusual conditions or circumstances. After completion hereunder of a well capable of producing any unitized substance in paying quantities, no further wells, except such as may be necessary to afford protection against operations not under this agreement or such as may be specifically approved by the Supervisor and the Land Commissioner shall be drilled except in accordance with a plan of development approved as herein provided.

PARTICIPATION AFTER DISCOVERY. Upon completion of a well capable 11. or producing unitized substances in paying quantities, the Unit Operator shall, within the month of such completion, if practicable, or as soon thereafter as required by the Supervisor or the Land Commissioner submit for approval by the Director and the Land Commissioner a schedule, based on subdivisions of the publicland survey or aliquot parts thereof as to Federal land, and, as to non-Federal lands, based upon appropriate computations from the courses and distances shown on the last approved public-land survey as of the effective date of the initial participating area, of all unitized land then regarded as reasonably proved to be productive of unitized substances in paying quantities; all lands in said schedule on approval of the Director and the Land Commissioner to constitute a participating area, effective as of the date of completion of such well or the effective date of the unit agreement, whichever is later. Said schedule also shall set forth the percentage of unitized substances to be allocated as herein provided to each unitized tract in the participating area so established, and shall govern the allocation of production from and after the date the participating area becomes effective. A separate participating area shall be established in like manner for each separate pool or deposit of unitized substances or for any group thereof produced as a single pool or zone, and any two or more participating areas so established may be combined into one with the consent of the owners of all working interests in the lands within the participating areas so to be combined, on approval of the Director and the Land Commissioner. The participating area or areas so established shall be revised from time to time, subject to like approval, whenever such action appears proper as a result of further drilling operations or otherwise, to include additional land then regarded as reasonably proved to be productive in paying quantities, or to exclude land then regarded as reasonably proved not to be productive in paying quantities and the percentage of allocation shall also be revised accordingly. The effective date of any revision shall be the first of the month in which is obtained the knowledge or information on which such revision is predicated, provided, however, that a more appropriate effective date may be used if justified by the Unit Operator and approved by the Director and the Land Commissioner. No land shall be excluded from a participating area on account of depletion of the unitized substances.

It is the intent of this section that a participating area shall represent the area known or reasonably estimated to be productive in paying quantities; but, regardless of any revision of the participating area, nothing herein contained shall be construed as requiring any retroactive adjustment for production obtained prior

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to the effective date of the revision of the participating area.

In the absence of agreement at any time between the Unit Operator and the Director and the Land Commissioner as to the proper definition or redefinition of a participating area, or until a participating area has, or areas have, been established as provided herein, the portion of all payments affected thereby may be impounded in a manner mutually acceptable to the owners of working interests, except royalties due the United States and the State of New Mexico, which shall be determined by the Supervisor for Federal lands and the Land Commissioner for State lands and the State Commission as to privately owned lands and the amount thereof deposited, as directed by the Supervisor and the Land Commissioner respectively, to be held as unearned money until a participating area is finally approved and then applied as earned or returned in accordance with a determination of the sum due as Federal and State royalty on the basis of such approved participating area.

Whenever it is determined, subject to the approval of the Supervisor, as to wells drilled on Federal land and of the Land Commissioner as to wells drilled on State land and the State Commission as to wells on privately owned lands, that a well drilled under this agreement is not capable of production in paying quantities and inclusion of the land on which it is situated in a participating area is unwarranted, production from such well shall, for the purposes of settlement among all parties other than working interest owners, be allocated to the land on which the well is located so long as such land is not within a participating area established for the pool or deposit from which such production is obtained. Settlement for working interest benefits from such a well shall be made as provided in the unit operating agreement.

each participating area established under this agreement, except any part thereof used in conformity with good operating practices within the unitized area for drilling, operating, camp and other production or development purposes, for repressuring or recycling in accordance with a plan of development approved by the Supervisor, and Land Commissioner and the State Commission, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of unitized land of the participating area established for such production and, for the purpose of determining any benefits accruing under this agreement, each such tract of unitized land shall have allocated to it such percentage of said production as the number of acres of such tract included in said participating area bears to the total acres of unitized land in said participating area,

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except that allocation of production hereunder for purposes other than for settlement of the royalty, overriding royalty, or payment out of production obligations of the respective working interest owners, shall be on the basis prescribed in the unit operating agreement whether in conformity with the basis of allocation herein set forth or otherwise. It is hereby agreed that production of unitized substances from a participating area shall be allocated as provided herein regardless of whether any wells are drilled on any particular part or tract of said participating area. If any gas produced from one participating area is used for repressuring or recycling purposes in another participating area, the first gas withdrawn from such last-mentioned participating area for sale during the life of this agreement shall be considered to be the gas so transferred until an amount equal to that transferred shall be so produced for sale and such gas shall be allocated to the participating area from which initially produced as constituted at the time of such final production.

Any party or parties hereto owning or controlling the working interests in any unitized land having thereon a regular well location may with the approval of the Supervisor as to Federal land, the Land Commissioner as to State land, and the State Commission as to privately owned land, and subject to the provisions of the Unit Operating Agreement, at such party's or parties' sole risk, costs, and expense drill a well at such location on such land to test any formation for which a participating area has not been established or to test any formation for which a participating area has been established if such location is not within said participating area, or drill any well not mutually agreed to by all interested parties, unless within 90 days of receipt of notice from said party of his intention to drill the well the Unit Operator elects and commences to drill such a well in like manner as other wells are drilled by the Unit Operator under this agreement.

If any well drilled as aforesaid by a working interest owner results in production such that the land upon which it is situated may properly be included in a participating area, such participating area shall be established or enlarged as provided in this agreement and the well shall thereafter be operated by the Unit Operator in accordance with the terms of this agreement and the unit operating agreement.

If any well drilled as aforesaid by a working interest owner obtains production in quantities insufficient to justify the inclusion in a participating area of the land upon which such well is situated, such well may be operated and produced by the party drilling the same subject to the conservation requirements of this agreement. The royalties in amount or value of production from any such well shall

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be paid as specified in the underlying lease and agreements affected.

alty owners who, under existing contract, are entitled to take in kind a share of the substances now unitized hereunder produced from any tract, shall hereafter be entitled to the right to take in kind their share of the unitized substances allocated to such tract, and Unit Operator, or in case of the operation of a well by a working interest owner as herein in special cases provided for, such working interest owner, shall make deliveries of such royalty share taken in kind in conformity with the applicable contracts, laws, and regulations. Settlement for royalty interest not taken in kind shall be made by working interest owners responsible therefor under existing contracts, laws and regulations on or before the last day of each month for unitized substances produced during the preceding calendar month; provided, however, that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any royalties due under their leases.

If gas obtained from lands not subject to this agreement is introduced into any participating area hereunder, for use in repressuring, stimulation of production, or increasing ultimate recovery, which shall be in conformity with a plan first approved by the Supervisor, the Land Commissioner, and the State Commission, a like amount of gas, after settlement as herein provided for any gas transferred from any other participating area and with due allowance for loss or depletion from any cause, amy be withdrawn from the formation into which the gas was introduced, royalty free as to dry gas, but not as to the products extracted therefrom; provided that such withdrawal shall be at such time as may be provided in the plan of operations or as may otherwise be consented to by the Supervisor, the Land Commissioner and the State Commission as conforming to good petroleum engineering practice; and provided further, that such right of withdrawal shall terminate on the termination of this unit agreement.

Royalty due the United States shall be computed as provided in the operating regulations and paid in value or delivered in kind as to all unitized substances on the basis of the amounts thereof allocated to unitized Federal land as provided herein at the rates specified in the respective Federal leases, or at such lower rate or rates as may be authorized by law or regulation; provided, that for leases on which the royalty rate depends on the daily average production per well, said average production shall be determined in accordance with the operating regulations as though each participating area were a single consolidated

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Royalty due on account of State and privately owned lands shall be computed and paid on the basis of all unitized substances allocated to such lands.

committed hereto shall be paid by working interest owners responsible therefor under existing contracts, laws, and regulations, provided that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any rental or minimum royalty in lieu thereof due under their leases. Rental or minimum royalty for lands of the United States subject to this agreement shall be paid at the rate specified in the respective leases from the United States unless such rental or minimum royalty is waived, suspended, or reduced by law or by approval of the Secretary or his duly authorized representative.

Rentals on State of New Mexico lands subject to this agreement shall be paid at the rates specified in the respective leases.

With respect to any lease on non-Federal land containing provisions which would terminate such lease unless drilling operations were within the time therein specified commenced upon the land covered thereby or rental paid for the privilege of deferring such drilling operations, the rentals required thereby shall, notwithstanding any other provision of this agreement, be deemed to accrue and become payable during the term thereof as extended by this agreement and thereafter until the required drilling operations are commenced upon the land covered thereby or some portion of such land is included within a participating area.

- 16. CONSERVATION. Operations hereunder and production of unitized substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by or pursuant to State or Federal law or regulation.
- 17. DRAINAGE. The Unit Operator shall take appropriate and adequate measures to prevent drainage of unitized substances from unitized land by wells on land not subject to this agreement, or, with the consent of the Director and the Land Commissioner, pursuant to applicable regulations pay a fair and reasonable compensatory royalty.
- 18. LEASES AND CONTRACTS CONFORMED AND EXTENDED. The terms, conditions, and provisions of all leases, subleases, and other contracts relating to exploration, drilling, development, or operations for oil or gas of lands committed to this agreement are hereby expressly modified and amended to the extent necessary

to make the same conform to the provisions hereof, but otherwise to remain in full force and effect; and the parties hereto hereby consent that the Secretary as to Federal leases and the Land Commissioner as to State leases shall and each by his approval hereof, or by the approval hereof by his duly authorized representative, does hereby establish, alter, change, or revoke the drilling, producing, rental, minimum royalty, and royalty requirements of Federal and State leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this agreement, and, without limiting the generality of the foregoing, all leases, subleases, and contracts are particularly modified in accordance with the following:

- (a) The development and operation of lands subject to this agreement under the terms hereof shall be deemed full performance of all obligations for development and operation with respect to each and every part or separately owned tract subject to this agreement, regardless of whether there is any development of any particular part or tract of the unit area, notwithstanding anything to the contrary in any lease, operating agreement or other contract by and between the parties hereto, or their respective predecessors in interest, or any of them.
- (b) Drilling and producing operations performed hereunder upon any tract of unitized lands will be accepted and deemed to be performed upon and for the benefit of each and every tract of unitized land, and no lease shall be deemed to expire by reason of failure to drill or produce wells situated on the land therein embraced.
- (c) Suspension of drilling or producing operations on all unitized lands pursuant to direction or consent of the Secretary and the Land Commissioner, or their duly authorized representative, shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every tract of unitized land.
- (d) Each lease, sublease or contract relating to the exploration, drilling, development or operation for oil or gas of lands, other than those of the United States and State of New Mexico, committed to this agreement, which, by its terms might expire prior to the termination of this agreement, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of this agreement.
- (e) Any Federal lease for a fixed term of twenty (20) years or any renewal thereof or any part of such lease which is made subject to this agreement

- 15 -

shall continue in force beyond the term provided therein until the termination hereof. Any other Federal lease committed hereto shall continue in force beyond the term so provided therein or by law as to the land committed so long as such lease remains subject hereto, provided that production is had in paying quantities under this unit agreement prior to the expiration date of the term of such lease. Any such lease on which or for which under this agreement actual drilling operations were commenced prior to the end of its primary term and are being diligently prosecuted at that time shall be extended for two years and so long thereafter as production is had in paying quantities under this unit agreement in accordance with the Mineral Leasing Act Revision of 1960.

- (f) Each sublease or contract relating to the operation and development of unitized substances from lands of the United States committed to this agreement, which by its terms would expire prior to the time at which the underlying lease, as extended by the immediately preceding paragraph, will expire, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of the underlying lease as such term is herein extended.
- (g) Any lease embracing lands of the State of New Mexico which is made subject to this agreement, shall continue in force beyond the term provided therein as to the lands committed hereto until the termination hereof.
- (h) The segregation of any Federal lease committed to this agreement is governed by the following provision in the fourth paragraph of Sec. 17(b) of the Act, as amended by the Act of July 29, 1954 (68 Stat. 583, 585) and the Act of September 2, 1960 (74 Stat. 781, 784): "Any (Federal) lease hereafter committed to such (unit) plan embracing lands that are in part within and in part outside of the area covered by any such plan shall be segregated into separate leases as to the lands committed and the lands not committed as of the effective date of unitization: Provided, however, that any such lease as to the nonunitized portion shall continue in force and effect for the term thereof but for not less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities."
- (i) Any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto, shall be segregated as to the portion committed and the portion not committed, and the terms of such lease shall apply separately to such segregated portions commencing as of the effective date hereof; provided, however, notwithstanding any of the provisions of this agreement to

- 16 -

the contrary any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease, if oil or gas is discovered and is capable of being produced in paying quantities from some part of the lands embraced in such lease at the expiration of the secondary term of such lease; or if, at the expiration of the secondary term, the Lessee or the Unit Operator is then engaged in bons fide drilling or reworking operations on some part of the lands embraced in such lease, the same, as to all lands embraced therein, shall remain in full force and effect so long as such operations are being diligently prosecuted, and if they result in the production of oil or gas, said lease shall continue in full force and effect as to all of the lands embraced therein, so long thereafter as oil or gas in paying quantities is being produced from any portion of said lands.

- 19. COVENANTS RUN WITH LAND. The covenants herein shall be construed to be covenants running with the land with respect to the interest of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer or conveyance, of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in interest. No assignment or transfer of any working interest, royalty, or other interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, photostatic, or certified copy of the instrument of transfer.
- 20. EFFECTIVE DATE AND TERM. This agreement shall become effective upon approval by the Director and the Land Commissioner or their duly authorized representatives as of the date of approval by the Director and shall terminate five (5) years from said effective date unless:
- (a) Such date of expiration is extended by the Director and the Land Commissioner, or
- (b) it is reasonably determined prior to the expiration of the fixed term or any extension thereof that the unitized land is incapable of production of unitized substances in paying quantities in the formations tested hereunder and after notice of intention to terminate the agreement on such ground is given by the Unit Operator to all parties in interest at their last known addresses, the agreement is terminated with the approval of the Director and Land Commissioner,

or

- (c) a valuable discovery of unitized substances has been made on unitized land during said initial term or any extension thereof, in which event the agreement shall remain in effect for such term and so long as unitized substances can be produced in paying quantities, i.e., in this particular instance in quantities sufficient to pay for the cost of producing same from wells on unitized land within any participating area established hereunder and, should production cease, so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as the unitized substances so discovered can be produced as aforesaid, or
  - (d) it is terminated as heretofore provided in this agreement.

This agreement may be terminated at any time by not less than 75 per centum, on an acreage basis, of the owners of working interests signatory hereto, with the approval of the Director and Land Commissioner; notice of any such approval to be given by the Unit Operator to all parties hereto.

RATE OF PROSPECTING, DEVELOPMENT, AND PRODUCTION. The Director 21. is hereby vested with authority to alter or modify from time to time in his discretion the quantity and rate of production under this agreement when such quantity and rate is not fixed pursuant to Federal or State law or does not conform to any state-wide voluntary conservation or allocation program, which is established, recognized, and generally adhered to by the majority of operators in such State, such authority being hereby limited to alteration or modification in the public interest, the purpose thereof and the public interest to be served thereby to be stated in the order of alteration or modification. Without regard to the foregoing, the Director is also hereby vested with authority to alter or modify from time to time in his discretion the rate of prospecting and development and the quantity and rate of production under this agreement when such alteration or modification is in the interest of attaining the conservation objectives stated in this agreement and is not in violation of any applicable Federal or State law.

Powers in this section vested in the Director shall only be exercised after notice to Unit Operator and opportunity for hearing to be held not less than 15 days from notice.

22. CONFLICT OF SUPERVISION. Neither the Unit Operator nor the working interest owners nor any of them shall be subject to any forfeiture,

termination or expiration of any rights hereunder or under any leases or contracts subject hereto, or to any penalty or liability on account of delay or failure in whole or in part to comply with any applicable provision thereof to the extent that the Unit Operator, working interest owners or any of them are hindered, delayed or prevented from complying therewith by reason of failure of the Unit Operator to obtain in the exercise of due diligence, the concurrence of proper representatives of the United States and proper representatives of the State of New Mexico in and about any matters or thing concerning which it is required herein that such concurrence be obtained. The parties hereto, including the State Commission, agree that all powers and authority vested in the State Commission in and by any provisions of this agreement are vested in the State Commission and shall be exercised by it pursuant to the provisions of the laws of the State of New Mexico and subject in any case to appeal or judicial review as may now or hereafter be provided by the laws of the State of New Mexico.

- affected, have the right to appear for and on behalf of any and all interests affected hereby before the Department of the Interior, the Commissioner of Public Lands of the State of New Mexico and the New Mexico Oil Conservation Commission and to appeal from orders issued under the regulations of said Department, the State Commission or Land Commissioner or to apply for relief from any of said regulations or in any proceedings relative to operations before the Department of the Interior, the Land Commissioner, or State Commission or any other legally constituted authority; provided, however, that any other interested party shall also have the right at his own expense to be heard in any such proceeding.
- 24. NOTICES. All notices, demands or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given if given in writing and personally delivered to the party or sent by postpaid registered or certified mail, addressed to such party or parties at their respective addresses set forth in connection with the signatures hereto or to the ratification or consent hereof or to such other address as any such party may have furnished in writing to party sending the notice, demand or statement.
- 25. NO WAIVER OF CERTAIN RIGHTS. Nothing in this agreement contained shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity

of any law of the State wherein said unitized lands are located, or of the United States, or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive.

- 26. UNAVOIDABLE DELAY. All obligations under this agreement requiring the Unit Operator to commence or continue drilling or to operate on or produce unitized substances from any of the lands covered by this agreement shall be suspended while, but only so long as, the Unit Operator despite the exercise of due care and diligence is prevented from complying with such obligations, in whole or in part, by strikes, acts of God, Federal, State, or municipal law or agencies, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary materials in open market, or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not.
- 27. FAIR EMPLOYMENT. In connection with the performance of work under this agreement, the Unit Operator agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Unit Operator agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Unit Operator agrees to insert the foregoing provision in all subcontracts hereunder, except sub-contracts for standard commercial supplies or raw materials.

28. LOSS OF TITLE. In the event title to any tract of unitized land shall fail and the true owner cannot be induced to join in this unit agreement, such tract shall be automatically regarded as not committed hereto and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title as to any royalty, working interest, or other interests subject thereto, payment or delivery on account thereof may be withheld without liability for interest until the dispute is finally settled; provided, that,

as to Federal and State land or leases, no payments of funds due the United States or the State of New Mexico should be withheld, but such funds of the United States shall be deposited as directed by the Supervisor and such funds of the State of New Mexico shall be deposited as directed by the Land Commissioner to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

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

29. NON-JOINDER AND SUBSEQUENT JOINDER. If the owner of any substantial interest in a tract within the unit area fails or refuses to subscribe or consent to this agreement, the owner of the working interest in that tract may withdraw said tract from this agreement by written notice to the Director, the Land Commissioner, and the Unit Operator prior to the approval of this agreement by the Director. Any oil or gas interests in lands within the unit area not committed hereto prior to submission of this agreement for final approval may thereafter be committed hereto by the owner or owners thereof subscribing or consenting to this agreement, and, if the interest is a working interest, by the owner of such interest also subscribing to the unit operating agreement. After operations are commenced hereunder, the subsequent joinder, as provided in this section, by a working interest owner is subject to such requirements or approvals, if any, pertaining to such joinder, as may be provided for in the unit operating agreement. After final approval hereof joinder by a non-working interest owner must be consented to in writing by the working interest owner committed hereto and responsible for the payment of any benefits that may accrue hereunder in behalf of such non-working interest. Joinder by any owner of a non-working interest, at any time, must be accompanied by appropriate joinder by the owner of the corresponding working interest in order for the interest to be regarded as effectively committed hereto. Joinder to the unit agreement by a working-interest owner, at any time must be accompanied by appropriate joinder to the unit operating agreement, if more than one committed working-interest owner is involved, in order for the interest to be regarded as effectively committed to this unit agreement. Except as may otherwise herein be provided subsequent joinders to this agreement shall be effective as of the first day of the month following the filing

with the Supervisor, the Land Commissioner and the State Commission of duly executed counterparts of all or any papers necessary to establish effective commitment of any tract to this agreement unless objection to such joinder is duly made within 60 days by the Director, Land Commissioner, or State Commission.

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

TIMESS WHEREOF, the parties hereto have caused this agreement

to be executed and set opposite their respective names the date of execution.

GULF OIL CORPORATION

BY:

Assistant Secretary

Date:

UNION OIL COMPANY OF CALIFORNIA

ATTEST:

BY:

SUNRAY MID-CONTINENT OIL COMPANY

Assistant Secretary

Date:

PHILLIPS PETROLEUM COMPANY

ATTEST:

PHILLIPS PETROLEUM COMPANY

- 22 -

Date / / 4/

ATTEST:		APPROVED TRADE ALASE FORM DESCRIPTION
FEB 2 1961	Its Manager, Southern Producting SKELLY OIL COMPANY	g Division / :
Date: January 31, 1961	EY: Its SENIOR VICE PRESIDENT	Approved 150
ATTEST:	THE OHIO OIL COMPANY	
Assistant Secretary  Date:	BY:  Its  HONOLULU OIL CORPORATION	
ASSISTANT Secretary	BY:	 
Date:	SUN OIL COMPANY	
Date:	BY:Its	<del>-</del>
ATTEST:  AM Amutuu  Cost Sec  JAN 3 0 1961	BY: Ophu M. Hauley Its Him Mexica	ING COMPANY
	THE SUPERIOR OIL COMPANY BY:	
Date:	Assistant Secretary SINCLAIR OIL & GAS COMPANY	_
Date Date	By: Vice-President	APPROVEU STANGE AND ST
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Assistant Secretary	BY:
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ATTEST:	HONOLULU OIL CORPORATION
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	BY:
Date:	Assistant Secretary
ATTEST:	SINCLAIR OIL & GAS COMPANY
Assistant Secretary	BY:
Date:	

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ato: 2/8/61	Good State	AND Assistant Secretary B W Burkh
CHARLES TO SECTION OF THE PARTY	Approved for Execution	SINCLAIR OIL & GAS COMPANY
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		BY:
Assistant Secretary	<del></del>	Its

Unit Agreement
Hackberry Hills Unit, T-21 & 22-S, R-25 & 26-E,
Eddy County, New Mexico

Para 0 7 / 1 1/4/	BY: Lfleefer L Its ANTORNEY-IN-FACT
Dete: February 6, 1961 ATTEST:	TEXACO INC.
	BY: LSleefer) Its GATORNEY-INFFACT
ATTERNAL SERVICES	TIDEWATER OIL COMPANY
JAN 3 1 1961	BY: MILLY Its VICE PRESIDENT
ATTEST:	TENNECO CORPORATION
Assistant Secretary	BY:
Date:ATTEST:	CARPER DRILLING COMPANY, 1
Assistant Secretary	BY:
Date:	
Date:	GEORGE E. CONLEY
	Mm G ROSS
Date:	CONLEY  WIT G. ROSS  Vec K. Ross  Vec K. Ross  Beulah Arene Han
Date:	CONLEY  W. G. ROSS  Vec K. Ross  Vec K. Ross  E. A. HANSON

ATTEST:	
	BY:
	178
Date:	<del></del>
*	* * * * * *
STATE OF NEW MEXICO )	
COUNTY OF CHAVES )	
, 1961, by W. A.	of was acknowledged before me this 2 Cday of SHELLSHEAR, Attorney-in-Fact for GULF OIL oration, on behalf of said corporation.
O A C A	0 m
The Campacion Expires:	Notaty Public
Mary August 15, 1962	Notary Public
STATE OF	
COUNTY OF	
The foregoing instrumen	nt was acknowledged before me thisday of of UNION OIL
COMPANY OF CALIFORNIA, a	corporation, on behalf of said corporation
My Commission Expires:	Notary Public
	Notary Identic
COUNTY OF	
The foregoing instrument, 1961, by	t was acknowledged before me this S day of .  • Earder, President SUNRAY MID-
OIL MARKI, A TON	1 / Sald corporation
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OF OKLAHOMA )	
COUNTY OF WASHING TON	_
The foregoing instruments, 1961, by C.O.	nt was acknowledged before me this 31 day of Stark, Vice-President of PHILLIPS rporation, on behalf of said corporation.
AND THE STATE OF T	The Pilou
to Committed Expires:	Notary Public
PATE OF TEXAS	
OUNTY OF HARRIS	
1961, by James L. Morris.	was acknowledged before me this 2nd day of Manager of the Southern Producing Division orporation, on behalf of said corporation.
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	STATE OF Okla.	)		
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	loregoin,	g instrument was	acknowledged	before me this /S/ day of
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				before me this day of of HONOLULU OIL
	CORPORATION, a	corporati	on, on behalf	of HONOLULU OIL of said corporation.
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				Notary Public
	STATE OF	)		
	COUNTY OF	)		
	Manager of	,		
				before me this day of
	(1961,	corporati	on, on behalf	of SUN OIL of said corporation.
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	COUNTY OF Douglas	)		
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		COMPANY, a 1001	corpe	oration, on behalf of
	said corporation.			
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Unit Agreement

Hackberry Hills Unit, T-21 & 22-S, R-25 & 26-E, Eddy County, New Mexico

GIAID OF	
COUNTY OF	<b>,</b>
The foregoing . 1961.	instrument was acknowledged before me this day of SKELLY OTL
COMPANY, 4	of SKELLY OIL corporation, on behalf of said corporation.
My Commission Expires:	
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CONTY (DV bos Femalece	) }
We Cold So	, wh
Film base 5 1961.	instrument was acknowledged before me this 2 day of by A.S. DONNELLY , EXEC VICE PRINT OF HONOLULU OIL
and a delaw	tec corporation, on behalf of said corporation.
My Delinkheiten Empires:	1 Jelen & Boyle Welen G. Boy Notery Public
7,000 20,7500	ROLLY PUBLIC
STATE OF	·
COUNTY OF	,
The foregoing	instrument was acknowledged before me this day of
COMPANY, a	of SUM OIL corporation, on behalf of said corporation.
ty Commission Expires:	
	Notary Public
STATE OF	) }
COUNTY OF	<b>5</b>
The foregoing	instrument was acknowledged before me thisday of
, 1961,	of NORTHERN OMPANY, a corporation, on behalf of
MATURAL GAS PRODUCING C said corporation.	corporation, on behalf of
My Commission Expires:	
	Notary Public
	- 26 -
Unit Agreement	-21 & 22-S, R-25 & 26-E,

,		
STATE OF Lexa	· )	
COUNTY OF Mis	'land)	
The for	regoing instrument	was acknowledged before me this & day of
TI COMMAN,	1961, by W. Mengd	was acknowledged before me this day of the superior of the superior oration, on behalf of said corporation.
	-	1
My Commission Expression Expression 1		Notary Public
Tavey		notary rubite
STATE OF	)	
COUNTY OF	<i>)</i>	
		was acknowledged before me thisday of
GAS COMPANY, a	1961, bycorpo	of SINCLAIR OIL & ration, on behalf of said corporation.
My Commission Exp	pires:	Notary Public
**************************************		Notary Idorre
STATE OF	)	
COUNTY OF	)	
		was acknowledged before me thisday of
INC., a,	1961, by corporation	of TEXACO SEABOARD, on behalf of said corporation.
	1961, by corporation	
INC., a, My Commission Exp	1961, by corporation	of TEXACO SEABOARD, on behalf of said corporation.
INC., a, My Commission Exp	1961, by corporation	of TEXACO SEABOARD, on behalf of said corporation.
INC., a,  My Commission Exp  STATE OF  COUNTY OF  The for	1961, bycorporation pires:	, on behalf of said corporation.  Notary Public  was acknowledged before me thisday of
INC., a,  My Commission Exp  STATE OF  COUNTY OF  The for	1961, bycorporation pires:	of TEXACO SEABOARD, on behalf of said corporation.  Notary Public
INC., a,  My Commission Exp  STATE OF  COUNTY OF  The for	1961, bycorporation  pires:  ) ) ) regoing instrument 1961, bycorporation, on	, on behalf of said corporation.  Notary Public  was acknowledged before me thisday of
INC., a,  My Commission Exp  STATE OF  COUNTY OF  The for	1961, bycorporation  pires:  ) ) ) regoing instrument 1961, bycorporation, on	, on behalf of said corporation.  Notary Public  was acknowledged before me thisday of
INC., a,  My Commission Exp  STATE OF  COUNTY OF  The for	1961, bycorporation  pires:  ) ) ) regoing instrument 1961, bycorporation, on	of TEXACO SEABOARD, on behalf of said corporation.  Notary Public  was acknowledged before me this day of of TEXACO INC., behalf of said corporation.
INC., a,  My Commission Exp  STATE OF  COUNTY OF  The for	1961, bycorporation  pires:  ) ) ) regoing instrument 1961, bycorporation, on	of TEXACO SEABOARD, on behalf of said corporation.  Notary Public  was acknowledged before me this day of of TEXACO INC., behalf of said corporation.
INC., a,  My Commission Exp  STATE OF  COUNTY OF  The for a,  My Commission Exp	1961, bycorporation  pires:  ) ) ) regoing instrument 1961, bycorporation, on	of TEXACO SEABOARD, on behalf of said corporation.  Notary Public  was acknowledged before me this day of of TEXACO INC., behalf of said corporation.
INC., a  My Commission Exp  STATE OF  COUNTY OF  The for  STATE OF  COUNTY OF  The for	1961, bycorporation  pires:	of TEXACO SEABOARD, on behalf of said corporation.  Notary Public  was acknowledged before me this day of of TEXACO INC., behalf of said corporation.  Notary Public  Notary Public
INC., a  My Commission Exp  STATE OF  COUNTY OF  The for  STATE OF  COUNTY OF  The for	1961, bycorporation  pires:	of TEXACO SEABOARD, on behalf of said corporation.  Notary Public  was acknowledged before me this day of of TEXACO INC., behalf of said corporation.  Notary Public

Unit Agreement Hackberry Hills Unit, T-21 & 22-S, R-25 & 26-E, Eddy County, New Mexico

Notary Public

STATE OF	
COUNTY OF )	
	nt was acknowledged before me thisday of of THE SUPERIOR
OIL COMPANY, acc	of THE SUPERIOR rporation, on behalf of said corporation.
My Commission Expires:	Notary Public
STATE OF TALLACE )	
MILLAND)	
	nt was acknowledged before me this day of ELSTON , wice-President of SINCLAIR OIL & rporation, on behalf of said corporation.
My Commission Expires:	Hetty C. Fisherson
TATE OF TEXAS	
MIDLAND	
The state of the s	cknowledged before me this 6th day of February y-in-Fact of TEXACO SEABOARD INC., a Delaware
bensii of said corpor	Ation.
by committee on expires:	Dorothy Driskill, Notary Public in and for Midland County, Texas.
TATE OF TEXAS	
OH MIDLAND	
A Greeper, Jr., Attorne	cknowledged before me this 6th day of February y-in-Fact of TEXACO INC., a Delaware corporation
corporation.	
y commission expires:	Dorothy Driskill, Notary Public in and for
ine 1, 1961	Midland County, Texas
STATE OF TEXAS	
COUNTY OF HARRIS	
, 1961, by E. B.	MILLER IR, VICE PRESENTED OF TIDEWATER OIL proporation, on behalf of said corporation.
The Continuing Expires:	Do Day 800's De
A GUI	Notary Public  DOROTHY ELLIOTT
	Notary Public in and for Harris County, Tenes

STAIL OF	<b>,</b>
COUNTY OF	)
The foregoing	g instrument was acknowledged before me this day o
CORPORATION , 4	byof TENNECOcorporation, on behalf of said corporation.
My Commission Expires:	Notary Public
STATE OF	)
COUNTY OF	<b>'</b>
	g instrument was acknowledged before me thisday o
COMPANY, INC., a	by of CARPER DRI corporation, on behalf of said corporation.
My Commission Expires:	Notary Public
STATE OF	<b>)</b>
COUNTY OF	) )
The foregoing	g instrument was acknowledged before me thisday o
	by GEORGE E. CONLEY and
M. Complead on Books	
My Commission Expires:	Notary Public
<b>—</b>	
MASS NO TEXAS	) )
MIDLAND	)
	g instrument was acknowledged before me this <u>3rb</u> day o by W. C. ROSS and Vee K. Ross, his wife.
Complesion Expires:	Skyllie Junnestoarde Notary Public
<u>b-1-61</u>	notary rubite
STATE OF NEW Mexica	<b>(5)</b>
of Chaves	i i
	) )
The foregoing	<b>*</b> }
The foregoing 1961,	s instrument was acknowledged before me this 27 day of by E. A. HANSON and Beulah Irene Hanson, h
	g instrument was acknowledged before me this 27 day of by E. A. HANSON and Bealah Irene Hanson, h
The foregoing 1961, 1961	s instrument was acknowledged before me this 27 day of by E. A. HANSON and Beylah (rene Hanson, hand)
Commission Expires: commission Expires: commission Expires February 28, 19	s instrument was acknowledged before me this 27 day of by E. A. HANSON and Beylah (rene Hanson, hand)
STATE OF	s instrument was acknowledged before me this 27 day of by E. A. HANSON and Beylah (rene Hanson, hand)
STATE OF COUNTY OF	s instrument was acknowledged before me this 27 day of by E. A. HANSON and Beulah Irene Hanson, he had been and Beulah Irene Hanson, he had been been been been been been been bee
STATE OF  COUNTY OF  The foregoing	s instrument was acknowledged before me this 27 day of by E. A. HANSON and Beylah (rene Hanson, he Notary Public Notary Public )  s instrument was acknowledged before me this day of the contract of th
STATE OF  COUNTY OF  The foregoin, 1961,	s instrument was acknowledged before me this 27 day of by E. A. HANSON and Beylah (rene Hanson, he Notary Public Notary Public )  s instrument was acknowledged before me this day of the contract of th
STATE OF  COUNTY OF  The foregoing	s instrument was acknowledged before me this 27 day of by E. A. HANSON and Beylah (rene Hanson, he Notary Public  )  )  s instrument was acknowledged before me this day of SHELL OIL

STATE OF	)						
COUNTY OF	)						
The foregoing , 1961,		was :	acknowledg	ged	before	me	this day of of HUMBLE OIL &
REFINING COMPANY, a		cor	poration,	on	behalf	of	said corporation.
My Commission Expires:					<del></del>		-
					Nota	rv	Public