



UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
FEDERAL CENTER, DENVER, COLORADO 80225

IN REPLY REFER TO:

NOV 17 1977
NOV 15 1977

Mr. Kenneth H. Griffin
Griffin & Burnett, Inc.
501 Petroleum Building
Midland, Texas 79701

No. 6095

Dear Mr. Griffin:

Your application, filed on behalf of Mr. Robert K. Hillin with the Assistant Area Oil and Gas Supervisor, Roswell, New Mexico, requests the designation of the Burro Canyon unit area embracing 18,656.29 acres, more or less, Otero and Chaves Counties, New Mexico, as logically subject to exploration and development under the unitization provisions of the Mineral Leasing Act as amended.

Pursuant to unit plan regulations 30 CFR 226, the land requested as outlined on your plat marked "Exhibit 'A' Burro Canyon unit, Otero and Chaves Counties, New Mexico" is hereby designated as a logical unit area.

The unit agreement submitted for the area designated should provide for a well to test all formations of Pennsylvanian Age or to a depth of 7,800 feet. Your proposed use of the Form of Agreement for Unproved Areas will be accepted with the modifications requested in your application provided it is further modified as follows:

Add the words "as amended" after (30 F.R. 12319)
in Section 26, Nondiscrimination.

If conditions are such that further modification of said standard form is deemed necessary, three copies of the proposed modifications with appropriate justification must be submitted to this office through the Oil and Gas Supervisor for preliminary approval.

In the absence of any other type of land requiring special provisions or of any objections not now apparent, a duly executed agreement identical with said form, modified as outlined above, will be approved if submitted in approvable status within a reasonable period of time. However, notice is hereby given that the right is reserved to deny approval of any executed agreement submitted which, in our opinion, does not have the full commitment of sufficient lands to afford effective control of operations in the unit area.

JUN 17 1977

When the executed agreement is transmitted to Roswell, New Mexico for the Supervisor's approval, include the latest status of all acreage. In preparation of Exhibits "A" and "B", follow closely the format of the sample exhibits attached to the 1968 reprint of the aforementioned form.

Inasmuch as this unit agreement involves State land, we are sending a copy of this letter to the Commissioner of Public Lands in Santa Fe, New Mexico. Please contact the State of New Mexico before soliciting joinders regardless of prior contacts or clearances from the State.

Sincerely yours,

William H. Feldman

Asst. Regional Conservation Manager
For the Director

cc:
Commissioner of Public Lands, Santa Fe, NM
N.M.O.C.C., Santa Fe, NM

/// This Copy for



STATE OF NEW MEXICO
P. O. BOX 2088 - SANTA FE
87501



**LAND COMMISSIONER
PHIL R. LUCERO**

STATE GEOLOGIST
EMERY C. ARNOLD

Mr. Tom Kellahin
Kellahin & Fox
Attorneys at Law
Post Office Box 1769
Santa Fe, New Mexico

Re: CASE NO. 6098
ORDER NO. R-5608

Applicant:

Robert K. Hillin

Dear Sir:

Enclosed herewith are two copies of the above-referenced Commission order recently entered in the subject case.

Yours very truly,

JOE D. RAMEY
Director

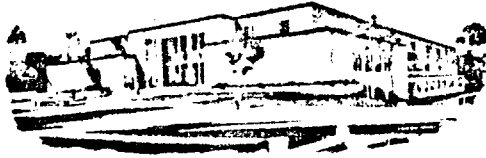
JDR/fd

Copy of order also sent to:

Hobbs OCC	<u>x</u>
Artesia OCC	<u>x</u>
Aztec OCC	

Other _____

State of New Mexico



Commissioner of Public Lands

March 14, 1979

ALEX J. ARMIJO
COMMISSIONER

P. O. BOX 1148
SANTA FE, NEW MEXICO 87501

Terra Resources, Inc.
200 Wall Tower West
Midland, Texas

6098

Re: Burro Canyon Unit
Otero and Chaves Counties,
New Mexico
TERMINATION

ATTENTION: Mr. Jim W. Eggleston

Gentlemen:

This is to officially notify you that the Burro Canyon Unit, Otero and Chaves Counties, New Mexico, has been terminated by this office effective as of February 19, 1978, pursuant to Section 9 of the agreement.

The United States Geological Survey approved the termination March 12, 1979.

Please notify all interested parties of this action.

Very truly yours,

ALEX J. ARMIJO
COMMISSIONER OF PUBLIC LANDS

BY:
RAY D. GRAHAM, Director
Oil and Gas Division

AJA/RDG/s
cc:

OCD-Santa Fe, New Mexico ✓
USGS-Roswell, New Mexico
USGS-Albuquerque, New Mexico



McClellan Oil Corporation

November 21, 1977

NOV 23 1977

Oil Conservation Commission
Post Office Box 2088
Santa Fe, New Mexico 87501

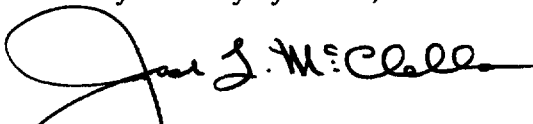
Re: Case 6098
Burro Canyon Unit Area
T20-20½-21S-R20E
Chaves And Otero Counties
New Mexico

Attention: Mr. Daniel S. Nutter,
Examiner

Gentlemen:

This letter is to request that we be furnished with an outline of the proposed unit captioned above, as we have numerous leases in this area and would like to be fully informed of activities planned in our area of interest.

Very truly yours,


Jack L. McClellan
President

JLMc/lt

*Description
called in to Jock's
secretary 11/22*



United States Department of the Interior

GEOLOGICAL SURVEY
P. O. Box 26124
Albuquerque, New Mexico 87125

MAR 12 1979

Terra Resources, Inc.
200 Wall Tower West
Midland, Texas 79701

No. 6098

Gentlemen:

The Burro Canyon unit agreement, Otero and Chaves Counties, New Mexico, was approved December 28, 1967, by the Area Oil and Gas Supervisor, effective as of the date of approval. The term of such agreement is contingent upon the unit operator drilling one well at a time, allowing no more than six months time between the completion of one well and the commencement of the next well, until a well capable of producing unitized substances in paying quantities is completed.

Our records show that the initial test well was plugged and abandoned as a dry hole on August 19, 1978, and the second test well was due to be commenced on February 19, 1979. Inasmuch as the second test well was not commenced, the Burro Canyon unit agreement is considered to be terminated automatically as of February 19, 1978, pursuant to Section 9 of the agreement.

Sincerely yours,

(GREG. OGD.) JAMES W. SUTHERLAND

Oil and Gas Supervisor, SRMA

cc:
Com. Public Lands, Santa Fe
NMOCD, Santa Fe ← This Copy
BLM, Santa Fe

Unit Name BURRO CANYON UNIT -EXPLORATORY
Operator Robert K. Hillin
County Chaves and Otero

DATE	OCC CASE NO.	EFFECTIVE DATE	TOTAL ACREAGE	STATE	FEDERAL	INDIAN-FEE	SEGREGATION CLAUSE	TERM
APPROVED	OCC ORDER NO. R-5608	DATE	ACREAGE	STATE	FEDERAL	INDIAN-FEE	SEGREGATION CLAUSE	TERM
Commissioner	OCC 12-20-77	12-28-77	18,656.29	2,910.20	15,586.60	159.44	Yes	5yrs.
12-27-77								

UNIT AREA

CHAVES COUNTY, NEW MEXICO
TOWNSHIP 20 SOUTH, RANGE 20 EAST, NMPM
Sections 19 through 36: All

OTERO COUNTY, NEW MEXICO
TOWNSHIP 20½ SOUTH, RANGE 20 EAST, NMPM
Partial Sections 32 through 36: All

TOWNSHIP 21 SOUTH, RANGE 20 EAST, NMPM
Sections 1 through 4: All
Sections 10 through 14: All

TERMINATED
306 3-14-79
2-19-78

Unit Name BURRO CANYON UNIT -EXPLORATORY
Operator Robert K. Hillin
County Chaves and Otero

STATE TRACT NO.	LEASE NO.	INSTI-TUTION	SEC.	TWP.	RGE.	SUBSECTION	RATIFIED DATE	ACRES	ACREAGE NOT RATIFIED	LESSEE
34	L-2759-3 ✓	C.S. ✓	22	20S	20E -	S/2NE/4, NE/4SE/4	12-19-77	160.00		King Resources Company
35	L-2979-3 ✓	C.S. ✓	36	20½S	20E -	Lots 1, 2, 3, 4, S/2S/2	12-19-77	271.52		King Resources Company
36	L-2979-4 ✓	C.S. ✓	32	20½S	20E -	Lots 1, 2, 3, 4, S/2S/2	12-20-77	277.40		Natural Resources Corp.
37	LG-62-1 ✓	C.S. ✓	10	21S	20E -	S/2NW/4	12-26-77	80.00		Griffin & Burnette, Inc
38	LG-63-1	C.S. ✓	14	21S	20E -	SE/4NE/4	12-26-77	40.00		Griffin & Burnette, Inc
39	LG-615 ✓	C.S. ✓	30 32	20S 20S	20E - 20E -	Lot 2 All	12-20-77	679.76		Phillips Petroleum Co.
40	LG-1377-1 ✓	C.S. ✓	36	20S	20E -	All	12-19-77	640.00		Cities Service Company
41	LG-1845-1 ✓	C.S. ✓	2	21S	20E -	Lots 1, 2, 3, 4, S/2N/2, S/2	12-15-77	641.52		Robert K. Hillin & King Resources Company
42	LG-4805 ✓	C.S. ✓	21 34	20S 20S	20E - 20E -	NE/4NW/4 SW/4SW/4, NE/4SE/4	12-26-77	120.00		Griffin & Burnett, Inc.

TERMINATED
3-14-78
2-19-78
9th

Dec

Unit Name BURRO CANYON WATER EXPLORATORY
Operator Robert K. Hilbert
County Chaves and Otero

DATE	OCC CASE NO	EFFECTIVE DATE	TOTAL ACREAGE	STATE	FEDERAL	REDEMPTION-FEE	SEGREGATION CLAUSE	TERM
APPROVED	OCC ORDER NO. R-5608	DATE	ACREAGE	STATE	FEDERAL	REDEMPTION-FEE	SEGREGATION CLAUSE	TERM
Commissioner	OCC 12-20-77	12-28-77	18,656.29	2,910.20	15,586.60	159.44	Yes	5yrs.

12-27-77

UNIT AREA

CHAVES COUNTY, NEW MEXICO

TOWNSHIP 20 SOUTH, RANGE 20 EAST, NMPM
Sections 19 through 36: All

OTERO COUNTY, NEW MEXICO

TOWNSHIP 20 1/2 SOUTH, RANGE 20 EAST, NMPM
Partial Sections 32 through 36: All

TOWNSHIP 21 SOUTH, RANGE 20 EAST, NMPM

Sections 1 through 4: All
Sections 10 through 14: All

Unit Name BURRO CANYON UNIT -EXPLORATORY
 Operator Robert K. Hillin
 County Chaves and Otero

STATE TRACT NO.	LEASE NO.	INST-TUTION	SEC.	TWP.	RGE.	SUBSECTION	RATIFIED DATE	ACRES	ACREAGE NOT RATIFIED	LESSEE
34	L-2759-3	C.S.	22	20S	20E	S/2NE/4, NE/4SE/4	12-19-77	160.00		King Resources Company
35	L-2979-3	C.S.	36	20½S	20E	Lots 1, 2, 3, 4, S/2S/2	12-19-77	271.52		King Resources Company
36	L-2979-4	C.S.	32	20½S	20E	Lots 1, 2, 3, 4, S/2S/2	12-20-77	277.40		Natural Resources Corp.
37	LG-62-1	C.S.	10	21S	20E	S/2NW/4	12-26-77	80.00		Griffin & Burnette, Inc.
38	LG-63-1	C.S.	14	21S	20E	SE/4NE/4	12-26-77	40.00		Griffin & Burnette, Inc.
39	LG-615	C.S.	30 32	20S 20S	20E 20E	Lot 2 A11	12-20-77	679.76		Phillips Petroleum Co.
40	LG-1377-1	C.S.	36	20S	20E	A11	12-19-77	640.00		Cities Service Company
41	LG-1845-1	C.S.	2	21S	20E	Lots 1, 2, 3, 4, S/2N/2, S/2	12-15-77	641.52		Robert K. Hillin & King Resources Company
42	LG-4805	C.S.	21 34	20S 20S	20E 20E	NE/4NW/4 SW/4SW/4, NE/4SE/4	12-26-77	120.00		Griffin & Burnett, Inc.

GRIFFIN & BURNETT, INC.

Oil Properties

KENNETH H. GRIFFIN
GARY G. BURNETT
BRYAN E. JONES

501 PETROLEUM BUILDING
MIDLAND, TEXAS 79701
915 683-2705

January 11, 1978

Re: File No. 3314
BURRO CANYON UNIT
Chaves & Otero Counties, New Mexico
Case No. 6098
Order No. R-5608

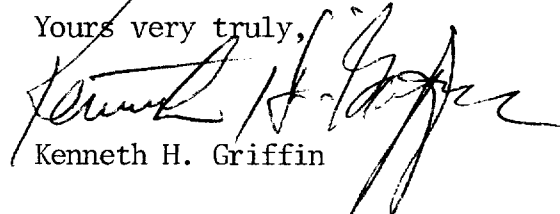
OIL CONSERVATION COMMISSION
State Land Office Building
Santa Fe, New Mexico 87501

Gentlemen:

In accordance with your above order we enclose herewith a fully executed and approved copy of the Unit Agreement for the subject unit. You will note that this agreement was executed by Robert K. Hillin, as Operator, and ratified by Cities Service Company, King Resources Company, Phillips Petroleum Company, and Natural Resources Corporation as Non-Operators.

Please let us know if you need any additional information.

Yours very truly,


Kenneth H. Griffin

KHG/gp
Enclosures

cc: Mr. Robert K. Hillin
Midland National Bank Tower
Midland, Texas 79701

CERTIFICATION--DETERMINATION

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 Area Oil and Gas Supervisors of the Geological Survey, I do hereby:

A. Approve the attached agreement for the development and operation of the Burro Canyon Unit Area, State of New Mexico.

B. Certify and determine that the unit plan of development and operation contemplated in the attached agreement is necessary and advisable in the public interest for the purpose of more properly conserving the natural resources.

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.

Dated December 28, 1977.


Acting Area Oil and Gas Supervisor
United States Geological Survey

Contract Number 14-08-0001-16070



NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

BURRO CANYON UNIT
CHAVES & OTERO COUNTIES, NEW MEXICO

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 December 15, 1977, which said Agreement has been 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 oil 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, and 7-11-48, New Mexico Statutes Annotated, 1953 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, do hereby consent to and approve the said Agreement, however, such consent and approval being limited and restricted to such lands within the Unit Area, which are effectively committed to the Unit Agreement as of this date, and, further, that leases insofar as the lands covered thereby committed to this Unit Agreement shall be and the same are hereby amended to conform with the terms of such Unit Agreement, and said leases shall remain in full force and effect in accordance with the terms and conditions of said Agreement. This approval is subject to all of the provisions and requirements of the afore-said statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 27th. day of December, 19 77.



A handwritten signature in cursive script, reading "Phil R. Lugo".

COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

UNIT AGREEMENT
BURRO CANYON UNIT
CHAVES & OTERO COUNTIES, NEW MEXICO
TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1	ENABLING ACT AND REGULATIONS	2
2	UNIT AREA	2
3	UNITIZED LAND AND UNITIZED SUBSTANCES	5
4	UNIT OPERATOR	5
5	RESIGNATION OR REMOVAL OF UNIT OPERATOR	5
6	SUCCESSOR UNIT OPERATOR	6
7	ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT	7
8	RIGHTS AND OBLIGATIONS OF UNIT OPERATOR	8
9	DRILLING TO DISCOVERY	8
10	PLAN OF FURTHER DEVELOPMENT AND OPERATION	9
11	PARTICIPATION AFTER DISCOVERY	10
12	ALLOCATION OF PRODUCTION	12
13	DEVELOPMENT OR OPERATION OF NON-PARTICIPATING LAND OR FORMATIONS	13
14	ROYALTY SETTLEMENT	14
15	RENTAL SETTLEMENT	14
16	CONSERVATION	16
17	DRAINAGE	16
18	LEASES AND CONTRACTS CONFORMED AND EXTENDED	16
19	COVENANTS RUN WITH LAND	19
20	EFFECTIVE DATE AND TERM	19
21	RATE OF PROSPECTING, DEVELOPMENT AND PRODUCTION	20
22	CONFLICT OF SUPERVISION	21
23	APPEARANCES	21
24	NOTICES	22
25	NO WAIVER OF CERTAIN RIGHTS	22
26	UNAVOIDABLE DELAY	22

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
27	NONDISCRIMINATION	23
28	LOSS OF TITLE	23
29	NON-JOINDER AND SUBSEQUENT JOINDER	23
30	COUNTERPARTS	24
31	NO PARTNERSHIP	25

1 UNIT AGREEMENT
2 FOR THE DEVELOPMENT AND OPERATION
3 OF THE
4 BURRO CANYON UNIT
5 CHAVES & OTERO COUNTIES
6 STATE OF NEW MEXICO

7 NO. _____

8 THIS AGREEMENT entered into as of the 15th day of December,
9 1977 by and between the parties subscribing, ratifying or consenting hereto,
10 and herein referred to as the "parties hereto".

11 WITNESSETH:

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

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

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

27 WHEREAS, the Oil Conservation Commission of the State of New Mexico is
28 authorized by an Act of the Legislature (Article 3, Chapter 65, Vol. 9,
29 Part 2, 1953 Statutes) to approve this agreement and the conservation provisions
30 hereof; and

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

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

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

9 1. ENABLING ACT AND REGULATIONS. The Mineral Leasing Act of February
10 25, 1920, as amended, *supra*, and all valid pertinent regulations, including
11 operating and unit plan regulations, heretofore issued thereunder or valid,
12 pertinent and reasonable regulations hereafter issued thereunder are accepted
13 and made a part of this agreement as to Federal lands, provided such regula-
14 tions are not inconsistent with the terms of this agreement; and as to non-
15 Federal lands, the oil and gas operating regulations in effect as of the
16 effective date hereof governing drilling and producing operations, not in-
17 consistent with the terms hereof or the laws of the State of which the non-
18 Federal land is located, are hereby accepted and made a part of this agreement.

19 2. UNIT AREA. The area specified on the map attached hereto marked
20 Exhibit "A" is hereby designated and recognized as constituting the unit area,
21 containing 18,656.24 acres, more or less.

22 Exhibit "A" shows, in addition to the boundary of the unit area, the
23 boundaries and identity of tracts and leases in said area to the extent known
24 to the Unit Operator. Exhibit "B" attached hereto is a schedule showing to
25 the extent known to the Unit Operator the acreage, percentage, and kind of
26 ownership of oil and gas interests in all land in the unit area. However,
27 nothing herein or in said schedule or map shall be construed as a representa-
28 tion by any party hereto as to the ownership of any interest other than such
29 interest or interests as are shown in said map or schedule as owned by such
30 party. Exhibits "A" and "B" shall be revised by the Unit Operator whenever
31 changes in the unit area render such revision necessary, or when requested
32 by the Oil and Gas Supervisor, hereinafter referred to as "Supervisor", or
33 when requested by the Commissioner of Public Lands of the State of New Mexico,

1 hereinafter referred to as "Commissioner", and not less than five copies
2 of the revised exhibits shall be filed with the Supervisor, and two copies
3 thereof shall be filed with the Commissioner, and one copy with the New
4 Mexico Oil Conservation Commission, hereinafter referred to as "Commission".

5 The above-described unit area shall when practicable be expanded to
6 include therein any additional lands or shall be contracted to exclude lands
7 whenever such expansion or contraction is deemed to be necessary or advis-
8 able to conform with the purposes of this agreement. Such expansion or
9 contraction shall be effected in the following manner:

10 (a) Unit Operator, on its own motion or on demand of the Director
11 of the Geological Survey, hereinafter referred to as "Director", or on de-
12 mand of the Commissioner, after preliminary concurrence by the Director
13 and the Commissioner, shall prepare a notice of proposed expansion or con-
14 traction describing the contemplated changes in the boundaries of the unit
15 area, the reasons therefor, and the proposed effective date thereof, pro-
16 ferably the first day of a month subsequent to the date of notice.

17 (b) Said notice shall be delivered to the Supervisor, the Commissioner
18 and the Commission and copies thereof mailed to the last known address of
19 each working interest owner, lessee, and lessor whose interests are affected,
20 advising that 30 days will be allowed for submission to the Unit Operator of
21 any objections.

22 (c) Upon expiration of the 30-day period provided in the preceding
23 item (b) hereof, Unit Operator shall file with the Supervisor, the Commis-
24 sioner and the Commission evidence of mailing of the notice of expansion
25 or contraction and a copy of any objections thereto which have been filed
26 with the Unit Operator, together with an application in sufficient number,
27 for approval of such expansion or contraction and with appropriate joinders.

28 (d) After due consideration of all pertinent information, the expansion
29 or contraction shall, upon approval by the Supervisor, the Commissioner and
30 the Commission, become effective as of the date prescribed in the notice
31 thereof.

32 (e) All legal subdivisions of lands (i.e., 40 acres by Government
33 survey or its nearest lot or tract equivalent; in instances of irregular

1 surveys unusually large lots or tracts shall be considered in multiples
2 of 40 acres or the nearest aliquot equivalent thereof), no parts of which
3 are entitled to be in a participating area on or before the fifth anniver-
4 sary of the effective date of the first initial participating area estab-
5 lished under this unit agreement, shall be eliminated automatically from
6 this agreement, effective as of said fifth anniversary, and such lands shall
7 no longer be a part of the unit area and shall no longer be subject to this
8 agreement, unless diligent drilling operations are in progress on unitized
9 lands not entitled to participation on said fifth anniversary, in which event
10 all such lands shall remain subject hereto so long as such drilling opera-
11 tions are continued diligently with not more than 90 days' time elapsing
12 between the completion of one well and the commencement of the next well.
13 All legal subdivisions of lands not entitled to be in a participating area
14 within 10 years after the effective date of the first initial participating
15 area approved under this agreement shall be automatically eliminated from
16 this agreement as of said tenth anniversary. All lands proved productive
17 by diligent drilling operations after the aforesaid 5-year period shall
18 become participating in the same manner as during said 5-year period. How-
19 ever, when such diligent drilling operations cease, all nonparticipating
20 lands shall be automatically eliminated effective as of the 91st day there-
21 after. The Unit Operator shall, within 90 days after the effective date of
22 any elimination hereunder, describe the area so eliminated to the satisfac-
23 tion of the Supervisor and the Commissioner, and promptly notify all parties
24 in interest.

25 If conditions warrant extension of the 10-year period specified in
26 this subsection 2(e), a single extension of not to exceed 2 years may be
27 accomplished by consent of the owners of 90% of the working interests in the
28 current nonparticipating unitized lands and the owners of 60% of the basic
29 royalty interests (exclusive of the basic royalty interests of the United
30 States) in nonparticipating unitized lands with approval of the Director and
31 Commissioner, provided such extension application is submitted to the Director
32 and Commissioner not later than 60 days prior to the expiration of said ten-year
33 period.

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

4 3. UNITIZED LANDS AND UNITIZED SUBSTANCES. All lands committed to this
5 agreement shall constitute land referred to herein as "unitized land" or
6 "land subject to this agreement". All oil and gas in any and all formations
7 of the unitized land are unitized under the terms of this agreement and herein
8 are called "unitized substances".

9 4. UNIT OPERATOR. ROBERT K. HILLIN
10 is hereby designated as Unit Operator and by signature hereto as Unit Operator
11 agrees and consents to accept the duties and obligations of Unit Operator for the
12 discovery, development and production of unitized substances as herein provided.
13 Whenever reference is made herein to the Unit Operator, such reference means
14 the Unit Operator acting in that capacity and not as an owner of interest in
15 unitized substances, and the term "working interest owner" when used herein
16 shall include or refer to Unit Operator as the owner of a working interest
17 when such an interest is owned by it.

18 5. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall
19 have the right to resign at any time prior to the establishment of a
20 participating area or areas hereunder, but such resignation shall not
21 become effective so as to release Unit Operator from the duties and obliga-
22 tions of Unit Operator and terminate Unit Operator's rights as such for a
23 period of 6 months after notice of intention to resign has been served by
24 Unit Operator on all working interest owners and the Supervisor, the
25 Commissioner and the Commission, and until all wells then drilled here-
26 under are placed in a satisfactory condition for suspension or abandonment
27 whichever is required by the Supervisor as to Federal lands and by the Com-
28 missioner as to State and privately owned lands, unless a new Unit Operator
29 shall have been selected and approved and shall have taken over and assumed
30 the duties and obligations of Unit Operator prior to the expiration of said
31 period.

32 Unit Operator shall have the right to resign in like manner and subject
33 to like limitations as above provided at any time a participating area

1 established hereunder is in existence, but, in all instances of resignation
2 or removal, until a successor Unit Operator is selected and approved as
3 hereinafter provided, the working interest owners shall be jointly responsi-
4 ble for performance of the duties of Unit Operator, and shall, not later
5 than 30 days before such resignation or removal becomes effective, appoint
6 a common agent to represent them in any action to be taken hereunder.

7 The resignation of Unit Operator shall not release Unit Operator from
8 any liability for any default by it hereunder occurring prior to the effec-
9 tive date of its resignation.

10 The Unit Operator may, upon default or failure in the performance of
11 its duties or obligations hereunder, be subject to removal by the same
12 percentage vote of the owners of working interests as herein provided for
13 the selection of a new Unit Operator. Such removal shall be effective
14 upon notice thereof to the Supervisor and the Commissioner.

15 The resignation or removal of Unit Operator under this agreement shall
16 not terminate its right, title or interest as the owner of a working inter-
17 est or other interest in unitized substances, but upon the resignation or
18 removal of Unit Operator becoming effective, such Unit Operator shall
19 deliver possession of all wells, equipment, materials and appurtenances used
20 in conducting the unit operations to the new duly qualified successor Unit
21 Operator or to the common agent, if no such new Unit Operator is elected,
22 to be used for the purpose of conducting unit operations hereunder. Nothing
23 herein shall be construed as authorizing removal of any material, equipment
24 and appurtenances needed for the preservation of any wells.

25 6. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall tender
26 his or its resignation as Unit Operator or shall be removed as hereinabove
27 provided, or a change of Unit Operator is negotiated by working interest
28 owners, the owners of the working interests in the participating area or
29 areas according to their respective acreage interests in such participating
30 area or areas, or, until a participating area shall have been established,
31 the owners of the working interests according to their respective acreage
32 interests in all unitized land, shall by majority vote select a successor
33 Unit Operator: Provided, That, if a majority but less than 75 per cent of

1 the working interests qualified to vote are owned by one party to this
2 agreement, a concurring vote of one or more additional working interest
3 owners shall be required to select a new operator. Such selection shall
4 not become effective until

5 (a) a Unit Operator so selected shall accept in writing the duties
6 and responsibilities of Unit Operator, and

7 (b) the selection shall have been approved by the Supervisor and
8 the Commissioner.

9 If no successor Unit Operator is selected and qualified as herein
10 provided, the Director and Commissioner at their election may declare
11 this unit agreement terminated.

12 7. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT. If the
13 Unit Operator is not the sole owner of working interest, costs and expenses
14 incurred by Unit Operator in conducting unit operations hereunder shall be
15 paid and apportioned among and borne by the owners of working interests,
16 all in accordance with the agreement or agreements entered into by and
17 between the Unit Operator and the owners of working interests, whether one
18 or more, separately or collectively. Any agreement or agreements entered
19 into between the working interest owners and the Unit Operator as provided
20 in this section, whether one or more, are herein referred to as the "unit
21 operating agreement". Such unit operating agreement shall also provide
22 the manner in which the working interest owners shall be entitled to receive
23 their respective proportionate and allocated share of the benefits accruing
24 hereto in conformity with their underlying operating agreements, leases or
25 other independent contracts, and such other rights and obligations as be-
26 tween Unit Operator and the working interest owners as may be agreed upon
27 by Unit Operator and the working interest owners; however, no such unit
28 operating agreement shall be deemed either to modify any of the terms and
29 conditions of this unit agreement or to relieve the Unit Operator of any
30 right or obligation established under this unit agreement, and in case of any
31 inconsistency or conflict between this unit agreement and the unit operating
32 agreement, this unit agreement shall govern. Three true copies of any unit
33 operating agreement executed pursuant to this section should be filed with

1 the Supervisor and two true copies with the Commissioner and one true copy
2 with the Commission, prior to approval of this unit agreement.

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

16 9. DRILLING TO DISCOVERY. Within 6 months after the effective date
17 hereof, the Unit Operator shall begin to drill an adequate test well at a
18 location approved by the Supervisor, if on Federal land, or by the Commissioner
19 if on State land, or by the Commission if on fee land, unless on such effective
20 date a well is being drilled conformably with the terms hereof, and thereafter
21 continue such drilling diligently until all formations of Pennsylvanian age have
22 been tested or until at a lesser depth unitized substances shall be discovered
23 which can be produced in paying quantities (to-wit: quantities sufficient to repay
24 the costs of drilling, completing, and producing operations, with a reasonable
25 profit) or the Unit Operator shall at any time establish to the satisfaction
26 of the Supervisor if located on Federal lands, or the Commissioner if located
27 on State lands, or the Commission if located on fee lands, that further drill-
28 ing of said well would be unwarranted or impracticable, provided, however,
29 that Unit Operator shall not in any event be required to drill said well to a
30 depth in excess of 7,800 feet. Until the discovery of a deposit of unitized
31 substances capable of being produced in paying quantities, the Unit Operator
32 shall continue drilling one well at a time, allowing not more than 6 months
33 between the completion of one well and the beginning of the next well, until

1 a well capable of producing unitized substances in paying quantities
2 is completed to the satisfaction of said Supervisor if on Federal land,
3 or the Commissioner if on State land, or the Commission if on fee land,
4 or until it is reasonable proved that the unitized land is incapable of
5 producing unitized substances in paying quantities in the formations drilled
6 hereunder. Nothing in this section shall be deemed to limit the right of
7 the Unit Operator to resign as provided in Section 5 hereof, or as requir-
8 ing Unit Operator to commence or continue any drilling during the period
9 pending such resignation becoming effective in order to comply with the
10 requirements of this section. The Supervisor and Commissioner may modify
11 the drilling requirements of this section by granting reasonable extensions
12 of time when, in their opinion, such action is warranted. Upon failure
13 to commence any well provided for in this section within the time allowed,
14 including any extension of time granted by the Supervisor and the Com-
15 missioner, this agreement will automatically terminate; upon failure to
16 continue drilling diligently any well commenced hereunder, the Supervisor
17 and Commissioner may, after 15 days notice to the Unit Operator, declare
18 this unit agreement terminated.

19 10. PLAN OF FURTHER DEVELOPMENT AND OPERATION. Within 6 months after
20 completion of a well capable of producing unitized substances in paying
21 quantities, the Unit Operator shall submit for the approval of the Supervisor
22 and the Commissioner an acceptable plan of development and operation for the
23 unitized land which, when approved by the Supervisor and the Commissioner,
24 shall constitute the further drilling and operating obligations of the Unit
25 Operator under this agreement for the period specified therein. Thereafter,
26 from time to time before the expiration of any existing plan, the Unit Operator
27 shall submit for the approval of the Supervisor and the Commissioner a plan
28 for an additional specified period for the development and operation of the
29 unitized land.

30 Any plan submitted pursuant to this section shall provide for the
31 exploration of the unitized area and for the diligent drilling necessary
32 for determination of the area or areas thereof capable of producing unitized
33 substances in paying quantities in each and every productive formation and

1 shall be as complete and adequate as the Supervisor, the Commissioner
2 and Commission may determine to be necessary for timely development and
3 proper conservation of the oil and gas resources of the unitized area
4 and shall:

5 (a) specify the number and locations of any wells to be drilled and
6 the proposed order and time for such drilling; and

7 (b) to the extent practicable, specify the operating practices regarded
8 as necessary and advisable for proper conservation of natural
9 resources.

10 Separate plans may be submitted for separate productive zones, subject to
11 the approval of the Supervisor, the Commissioner and the Commission.

12 Plans shall be modified or supplemented when necessary to meet changed
13 conditions or to protect the interests of all parties to this agreement.
14 Reasonable diligence shall be exercised in complying with the obligations
15 of the approved plan of development. The Supervisor and Commissioner are
16 authorized to grant a reasonable extension of the 6-month period herein
17 prescribed for submission of an initial plan of development where such
18 action is justified because of unusual conditions or circumstances. After
19 completion hereunder of a well capable of producing any unitized substances
20 in paying quantities, no further wells, except such as may be necessary to
21 afford protection against operations not under this agreement and such as may
22 be specifically approved by the Supervisor and the Commissioner, shall be
23 drilled except in accordance with a plan of development approved as herein
24 provided.

25 11. PARTICIPATION AFTER DISCOVERY. Upon completion of a well capable
26 of producing unitized substances in paying quantities or as soon thereafter
27 as required by the Supervisor and Commissioner, the Unit Operator shall sub-
28 mit for approval by the Supervisor and Commissioner a schedule, based on
29 subdivisions of the public land survey or aliquot parts thereof, of all land
30 then regarded as reasonably proved to be productive in paying quantities;
31 all lands in said schedule on approval of the Supervisor and Commissioner to
32 constitute a participating area, effective as of the date of completion of
33 such well or the effective date of this unit agreement, whichever is later.

1 The acreages of both Federal and non-Federal lands shall be based upon
2 appropriate computations from the courses and distances shown on the
3 last approved public land survey as of the effective date of each initial
4 participating area. Said schedule shall also set forth the percentage of
5 unitized substances to be allocated as herein provided to each tract in
6 the participating area so established, and shall govern the allocation
7 of production commencing with the effective date of the participating area.
8 A separate participating area shall be established for each separate pool
9 or deposit of unitized substances or for any group thereof which is pro-
10 duced as a single pool or zone, and any two or more participating areas
11 so established may be combined into one, on approval of the Supervisor
12 and Commissioner. When production from two or more participating areas,
13 so established, is subsequently found to be from a common pool or deposit
14 said participating areas shall be combined into one effective as of such
15 appropriate date as may be approved or prescribed by the Supervisor and
16 Commissioner. The participating area or areas so established shall be revised
17 from time to time, subject to like approval, to include additional land then
18 regarded as reasonably proved to be productive in paying quantities or neces-
19 sary for unit operations, or to exclude land then regarded as reasonably
20 proved not to be productive in paying quantities and the schedule of allo-
21 cation percentages shall be revised accordingly. The effective date of any
22 revision shall be the first day of the month in which is obtained the know-
23 ledge or information on which such revision is predicated, provided, however,
24 that a more appropriate effective date may be used if justified by the Unit
25 Operator and approved by the Supervisor and Commissioner. No land shall be
26 excluded from a participating area on account of depletion of the unitized
27 substances, except that any participating area established under the provisions
28 of this unit agreement shall terminate automatically whenever all completions
29 in the formation on which the participating area is based are abandoned.

30 It is the intent of this section that a participating area shall repre-
31 sent the area known or reasonably estimated to be productive in paying quanti-
32 ties, but, regardless of any revision of the participating area, nothing herein
33 contained shall be construed as requiring any retroactive adjustment for

1 production obtained prior to the effective date of the revision of the
2 participating area.

3 In the absence of agreement at any time between the Unit Operator
4 and the Supervisor and Commissioner as to the proper definition or rede-
5 finition of a participating area, or until a participating area has, or
6 areas have, been established as provided herein, the portion of all pay-
7 ments affected thereby shall be impounded in a manner mutually acceptable
8 to the owners of working interests and the Supervisor and Commissioner.
9 Royalties due the United States and the State of New Mexico, which shall
10 be determined by the Supervisor for Federal land and the Commissioner for
11 State land and the amount thereof shall be deposited, as directed by the
12 Supervisor and Commissioner respectively, to be held as unearned money
13 until a participating area is finally approved and then applied as earned
14 or returned in accordance with a determination of the sum due as Federal
15 and State royalty on the basis of such approved participating area.

16 Whenever it is determined, subject to the approval of the Supervisor
17 as to wells drilled on Federal land and of the Commissioner as to wells
18 drilled on State land, that a well drilled under this agreement is not
19 capable of production in paying quantities and inclusion of the land on
20 which it is situated in a participating area is unwarranted, production
21 from such well shall, for the purposes of settlement among all parties
22 other than working interest owners, be allocated to the land on which the
23 well is located unless such land is already within the participating area
24 established for the pool or deposit from which such production is obtained.
25 Settlement for working interest benefits from such a well shall be made as
26 provided in the unit operating agreement.

27 12. ALLOCATION OF PRODUCTION. All unitized substances produced from
28 each participating area established under this agreement, except any part
29 thereof used in conformity with good operating practices within the unitized
30 area for drilling, operating, camp and other production or development pur-
31 poses, for repressuring or recycling in accordance with a plan of development
32 approved by the Supervisor and Commissioner, or unavoidably lost, shall be
33 deemed to be produced equally on an acreage basis from the several tracts

1 of unitized land of the participating area established for such production
2 and, for the purpose of determining any benefits accruing under this agree-
3 ment, each such tract of unitized land shall have allocated to it such per-
4 centage of said production as the number of acres of such tract included
5 in said participating area bears to the total acres of unitized land in
6 said participating area, except that allocation of production hereunder for
7 purposes other than for settlement of the royalty, overriding royalty, or
8 payment out of production obligations of the respective working interest
9 owners, shall be on the basis prescribed in the unit operating agreement
10 whether in conformity with the basis of allocation herein set forth or other-
11 wise. It is hereby agreed that production of unitized substances from a
12 participating area shall be allocated as provided herein regardless of
13 whether any wells are drilled on any particular part or tract of said part-
14 icipating area. If any gas produced from one participating area is used for
15 repressuring or recycling purposes in another participating area, the first
16 gas withdrawn from such last mentioned participating area for sale during
17 the life of this agreement shall be considered to be the gas so transferred
18 until an amount equal to that transferred shall be so produced for sale and
19 such gas shall be allocated to the participating area from which initially
20 produced as such area was last defined at the time of such final production.

21 13. DEVELOPMENT OR OPERATION OF NON-PARTICIPATING LAND OR FORMATIONS.

22 Any party hereto owning or controlling the working interest in any unitized
23 land having thereon a regular well location may with the approval of the
24 Supervisor as to Federal land, the Commissioner as to State land and the
25 Commission as to privately owned land, at such party's sole risk, cost and
26 expense, drill a well to test any formation for which a participating area
27 has not been established or to test any formation for which a participating
28 area has been established if such location is not within said participating
29 area, unless within 90 days of receipt of notice from said party of his in-
30 tention to drill the well the Unit Operator elects and commences to drill such
31 a well in like manner as other wells are drilled by the Unit Operator under
32 this agreement.

33 If any well drilled as aforesaid by a working interest owner results

1 in production such that the land upon which it is situated may properly be
2 included in a participating area, such participating area shall be established
3 or enlarged as provided in this agreement and the well shall thereafter be
4 operated by the Unit Operator in accordance with the terms of this agreement
5 and the unit operating agreement.

6 If any well drilled as aforesaid by a working interest owner obtains
7 production in quantities insufficient to justify the inclusion of the land
8 upon which such well is situated in a participating area, such well may be
9 operated and produced by the party drilling the same subject to the conserva-
10 tion requirements of this agreement. The royalties in amount or value of
11 production from any such well shall be paid as specified in the underlying
12 lease and agreements affected.

13 14. ROYALTY SETTLEMENT. The United States and any State and any
14 royalty owner who is entitled to take in kind a share of the substances
15 now unitized hereunder shall hereafter be entitled to the right to take in
16 kind its share of the unitized substances, and the Unit Operator, or the
17 working interest owner in case of the operation of a well by a working inter-
18 est owner as herein provided for in special cases, shall make deliveries of
19 such royalty share taken in kind in conformity with the applicable contracts,
20 laws and regulations. Settlement for royalty interest not taken in kind shall
21 be made by working interest owners responsible therefor under existing con-
22 tracts, laws and regulations, or by the Unit Operator, on or before the last
23 day of each month for unitized substances produced during the preceding cal-
24 endar month; provided, however, that nothing herein contained shall operate
25 to relieve the lessees of any land from their respective lease obligations
26 for the payment of any royalties due under their leases.

27 If gas obtained from lands not subject to this agreement is introduced
28 into any participating area hereunder, for use in repressuring, stimulation
29 of production, or increasing ultimate recovery, in conformity with a plan of
30 operations approved by the Supervisor, the Commissioner, and Commission, a
31 like amount of gas, after settlement as herein provided for any gas transferred
32 from any other participating area and with appropriate deduction for loss from
33 any cause, may be withdrawn from the formation in which the gas is introduced,

1 royalty free as to dry gas, but not as to any products which may be extracted
2 therefrom; provided that such withdrawal shall be at such time as may be
3 provided in the approved plan of operations or as may otherwise be consented
4 to by the Supervisor, the Commissioner and Commission as conforming to good
5 petroleum engineering practice; and provided further, that such right of
6 withdrawal shall terminate on the termination of this unit agreement.

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

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

18 15. RENTAL SETTLEMENT. Rental or minimum royalties due on leases com-
19 mitted hereto shall be paid by working interest owners responsible therefor
20 under existing contracts, laws and regulations, provided that nothing herein
21 contained shall operate to relieve the lessees of any land from their respec-
22 tive lease obligations for the payment of any rental or minimum royalty due
23 under their leases. Rental or minimum royalty for lands of the United States
24 subject to this agreement shall be paid at the rate specified in the respective
25 leases from the United States unless such rental or minimum royalty is waived,
26 suspended or reduced by law or by approval of the Secretary or his duly auth-
27 orized representative.

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

30 With respect to any lease on non-Federal land containing provisions which
31 would terminate such lease unless drilling operations are commenced upon the
32 land covered thereby within the time therein specified or rentals are paid for
33 the privilege of deferring such drilling operations, the rentals required

1 thereby shall, notwithstanding any other provisions of this agreement, be
2 deemed to accrue and become payable during the term thereof as extended by
3 this agreement and until the required drilling operations are commenced
4 upon the land covered thereby or until some portion of such land is included
5 within a participating area.

6 16. CONSERVATION. Operations hereunder and production of unitized
7 substances shall be conducted to provide for the most economical and effi-
8 cient recovery of said substances without waste, as defined by or pursuant
9 to State or Federal laws or regulations.

10 17. DRAINAGE. The Unit Operator shall take such measures as the
11 Supervisor and Commissioner deem appropriate and adequate to prevent drain-
12 age of unitized substances from unitized land by wells on land not subject
13 to this agreement.

14 18. LEASES AND CONTRACTS CONFORMED AND EXTENDED. The terms, conditions
15 and provisions of all leases, subleases and other contracts relating to ex-
16 ploration, drilling, development or operations for oil or gas on lands com-
17 mitted to this agreement are hereby expressly modified and amended to the
18 extent necessary to make the same conform to the provisions hereof, but
19 otherwise to remain in full force and effect; and the parties hereto hereby
20 consent that the Secretary as to Federal leases and the Commissioner as to
21 State leases shall and each by his approval hereof, or by the approval hereof
22 by their duly authorized representatives, do hereby establish, alter, change
23 or revoke the drilling, producing, rental, minimum royalty and royalty re-
24 quirements of Federal and State leases committed hereto and the regulations
25 in respect thereto to conform said requirements to the provisions of this
26 agreement, and, without limiting the generality of the foregoing, all leases,
27 subleases, and contracts are particularly modified in accordance with the
28 following:

29 (a) The development and operation of lands subject to this agreement
30 under the terms hereof shall be deemed full performance of all obligations
31 for development and operation with respect to each and every separately
32 owned tract subject to this agreement, regardless of whether there is
33 any development of any particular tract of the unit area.

1 (b) Drilling and producing operations performed hereunder upon any
2 tract of unitized land will be accepted and deemed to be performed
3 upon and for the benefit of each and every tract of unitized land, and
4 no lease shall be deemed to expire by reason of failure to drill or
5 produce wells situated on the land therein embraced.

6 (c) Suspension of drilling or producing operations on all unitized
7 lands pursuant to direction or consent of the Secretary and Commissioner
8 or their duly authorized representatives shall be deemed to constitute
9 such suspension pursuant to such direction or consent as to each and every
10 tract of unitized land. A suspension of drilling or producing operations
11 limited to specified lands shall be applicable only to such lands.

12 (d) Each lease, sublease or contract relating to the exploration, drilling,
13 ing, development or operation for oil or gas of lands other than those
14 of the United States or State of New Mexico committed to this agreement,
15 which, by its terms might expire prior to the termination of this agree-
16 ment, is hereby extended beyond any such term so provided therein so
17 that it shall be continued in full force and effect for and during
18 the term of this agreement.

19 (e) Any Federal lease for a fixed term of twenty (20) years or any
20 renewal thereof or any part of such lease which is made subject to
21 this agreement shall continue in force beyond the term provided therein
22 until the termination hereof. Any other Federal lease committed hereto
23 shall continue in force beyond the term so provided therein or by law
24 as to the land committed so long as such lease remains subject hereto,
25 provided that production is had in paying quantities under this unit
26 agreement prior to the expiration date of the term of such lease, or in
27 the event actual drilling operations are commenced on unitized lands,
28 in accordance with the provisions of this agreement, prior to the end
29 of the primary term of such lease and are being diligently prosecuted
30 at that time, such lease shall be extended for two years and so long
31 thereafter as oil or gas is produced in paying quantities in accordance
32 with the provisions of the Mineral Leasing Act Revision of 1960.

33 (f) Each sublease or contract relating to the operation and development

1 of unitized substances from lands of the United States committed
2 to this agreement, which by its terms would expire prior to the
3 time at which the underlying lease, as extended by the immediately
4 preceding paragraph, will expire, is hereby extended beyond any such
5 term so provided therein so that it shall be continued in full force
6 and effect for and during the term of the underlying lease as such
7 term is herein extended.

8 (g) Any lease embracing lands of the State of New Mexico which is
9 made subject to this agreement, shall continue in force beyond the
10 term provided therein as to the lands committed hereto until the
11 termination hereof, subject to the provisions of subsection (e) of
12 Section 2 and subsection (i) of this Section 18.

13 (h) The segregation of any Federal lease committed to this agree-
14 ment is governed by the following provisions in the fourth paragraph
15 of Sec. 17(j) of the Mineral Leasing Act, as amended by the Act of
16 September 2, 1960 (74 Stat. 781-784): "Any (Federal) lease heretofore
17 or hereafter committed to any such (unit) plan embracing lands that
18 are in part within and in part outside of the area covered by any such
19 plan shall be segregated into separate leases as to the lands committed
20 and the lands not committed as of the effective date of unitization:
21 Provided, however, That any such lease as to the nonunitized portion
22 shall continue in force and effect for the term thereof but for not
23 less than two years from the date of such segregation and so long
24 thereafter as oil or gas is produced in paying quantities."

25 (i) Any lease embracing lands of the State of New Mexico having only
26 a portion of its lands committed hereto, shall be segregated as to the
27 portion committed and the portion not committed, and the provisions of
28 such lease shall apply separately to such segregated portions commencing
29 as of the effective date hereof; provided, however, notwithstanding any
30 of the provisions of this agreement to the contrary any lease embracing
31 lands of the State of New Mexico having only a portion of its lands
32 committed hereto shall continue in full force and effect beyond the term
33 provided therein as to all lands embraced in such lease, if oil or gas

1 is discovered and is capable of being produced in paying quantities
2 from some part of the lands embraced in such lease at the expiration
3 of the secondary term of such lease; or if, at the expiration of the
4 secondary term, the lessee or Unit Operator is then engaged in bona fide
5 drilling or reworking operations on some part of the lands embraced in
6 such lease, the same, as to all lands embraced therein, shall remain in
7 full force and effect so long as such operations are being diligently
8 prosecuted, and if they result in the production of oil or gas, said
9 lease shall continue in full force and effect as to all of the lands
10 embraced therein, so long thereafter as oil or gas in paying quantities
11 is being produced from any portion of said lands.

12 (j) Any lease, other than a Federal lease, having only a portion of its
13 lands committed hereto shall be segregated as to the portion committed
14 and the portion not committed, and the provisions of such lease shall
15 apply separately to such segregated portions commencing as of the effective date hereof. In the event any such lease provides for a lump sum
16 rental payment, such payment shall be prorated between the portions so
17 segregated in proportion to the acreage of the respective tracts.

18
19 19. COVENANTS RUN WITH LAND. The covenants herein shall be construed
20 to be covenants running with the land with respect to the interest of the
21 parties hereto and their successors in interest until this agreement terminates,
22 and any grant, transfer, or conveyance of interest in land or leases subject
23 hereto shall be and hereby is conditioned upon the assumption of all privileges
24 and obligations hereunder by the grantee, transferee or other successor in
25 interest. No assignment or transfer of any working interest, royalty, or
26 other interest subject hereto shall be binding upon Unit Operator until the
27 first day of the calendar month after Unit Operator is furnished with the
28 original, photostatic, or certified copy of the instrument of transfer.

29 20. EFFECTIVE DATE AND TERM. This agreement shall become effective
30 upon approval by the Secretary and Commissioner, or their duly authorized
31 representatives and shall terminate five (5) years from said effective date
32 unless:

33 (a) such date of expiration is extended by the Director and Commissioner,

1 (b) it is reasonably determined prior to the expiration of the fixed
2 term or any extension thereof that the unitized land is incapable of
3 production of unitized substances in paying quantities in the formations
4 tested hereunder and after notice of intention to terminate the agreement
5 on such ground is given by the Unit Operator to all parties in interest
6 at their last known addresses, the agreement is terminated with the ap-
7 proval of the Supervisor and the Commissioner, or

8 (c) a valuable discovery of unitized substances has been made or
9 accepted on unitized land during said initial term or any extension
10 thereof, in which event the agreement shall remain in effect for such
11 term and so long as unitized substances can be produced in quantities
12 sufficient to pay for the cost of producing same from wells on unitized
13 land within any participating area established hereunder and, should
14 production cease, so long thereafter as diligent operations are in pro-
15 gress for the restoration of production or discovery of new production
16 and so long thereafter as unitized substances so discovered can be pro-
17 duced as aforesaid, or

18 (d) it is terminated as heretofore provided in this agreement. This
19 agreement may be terminated at any time by not less than 75 per centum,
20 on an acreage basis, of the working interest owners signatory hereto,
21 with the approval of the Supervisor and Commissioner; notice of any such
22 approval to be given by the Unit Operator to all parties hereto.

23 21. RATE OF PROSPECTING, DEVELOPMENT AND PRODUCTION. The Director is
24 hereby vested with authority to alter or modify from time to time in his dis-
25 cretion the quantity and rate of production under this agreement when such
26 quantity and rate is not fixed pursuant to Federal or State law or does not
27 conform to any statewide voluntary conservation or allocation program, which
28 is established, recognized and generally adhered to by the majority of oper-
29 ators in such State, such authority being hereby limited to alteration or mod-
30 ification in the public interest, the purpose thereof and the public interest
31 to be served thereby to be stated in the order of alteration or modification.
32 Without regard to the foregoing, the Director is also hereby vested with
33 authority to alter or modify from time to time in his discretion the rate of

1 prospecting and development and the quantity and rate of production under
2 this agreement when such alteration or modification is in the interest of
3 attaining the conservation objectives stated in this agreement and is not
4 in violation of any applicable Federal or State law; provided, further, that
5 no such alteration or modification shall be effective as to any land of the
6 State of New Mexico, as to the rate of prospecting and developing in the
7 absence of the specific written approval thereof by the Commissioner and
8 as to any lands of the State of New Mexico or privately owned lands subject
9 to this agreement as to the quantity and rate of production in the absence
10 of specific written approval thereof by the Commission.

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

14 22. CONFLICT OF SUPERVISION. Neither the Unit Operator nor the work-
15 ing interest owners nor any of them shall be subject to any forfeiture, termin-
16 ation or expiration of any rights hereunder or under any leases or contracts
17 subject hereto, or to any penalty or liability on account of delay or failure
18 in whole or in part to comply with any applicable provision thereof to the
19 extent that the Unit Operator, working interest owners or any of them are
20 hindered, delayed or prevented from complying therewith by reason of failure
21 of the Unit Operator to obtain in the exercise of due diligence, the concur-
22 rence of proper representatives of the United States and proper representatives
23 of the State of New Mexico in and about any matters or things concerning which
24 it is required herein that such concurrence be obtained. The parties hereto,
25 including the Commission, agree that all powers and authority vested in the
26 Commission in and by any provisions of this agreement are vested in the Com-
27 mission and shall be exercised by it pursuant to the provisions of the laws
28 of the State of New Mexico and subject in any case to appeal or judicial re-
29 view as may now or hereafter be provided by the laws of the State of New Mexico.

30 23. APPEARANCES. Unit Operator shall, after notice to other parties
31 affected, have the right to appear for and on behalf of any and all interests
32 affected hereby before the Department of the Interior, the Commissioner of
33 Public Lands of the State of New Mexico and the New Mexico Oil Conservation

1 Commission and to appeal from orders issued under the regulations of said
2 Department, the Commission or Commissioner or to apply for relief from any
3 of said regulations or in any proceedings relative to operations before the
4 Department of the Interior, the Commissioner, or Commission, or any other
5 legally constituted authority; provided, however, that any other interested
6 party shall also have the right at his own expense to be heard in any such
7 proceeding.

8 24. NOTICES. All notices, demands or statements required hereunder
9 to be given or rendered to the parties hereto shall be deemed fully given if
10 given in writing and personally delivered to the party or sent by postpaid
11 registered or certified mail, addressed to such party or parties at their
12 respective addresses set forth in connection with the signatures hereto or
13 to the ratification or consent hereof or to such other address as any such
14 party may have furnished in writing to party sending the notice, demand or
15 statement.

16 25. NO WAIVER OF CERTAIN RIGHTS. Nothing in this agreement contained
17 shall be construed as a waiver by any party hereto of the right to assert
18 any legal or constitutional right or defense as to the validity or invalidity
19 of any law of the State wherein said unitized lands are located, or of the
20 United States, or regulations issued thereunder in any way affecting such
21 party, or as a waiver by any such party of any right beyond his or its
22 authority to waive.

23 26. UNAVOIDABLE DELAY. All obligations under this agreement requiring
24 the Unit Operator to commence or continue drilling or to operate on or pro-
25 duce unitized substances from any of the lands covered by this agreement shall
26 be suspended while the Unit Operator, despite the exercise of due care and
27 diligence, is prevented from complying with such obligations, in whole or in
28 part, by strikes, acts of God, Federal, State or municipal law or agencies,
29 unavoidable accidents, uncontrollable delays in transportation, inability
30 to obtain necessary materials in open market, or other matters beyond the
31 reasonable control of the Unit Operator whether similar to matters herein
32 enumerated or not. No unit obligation which is suspended under this section
33 shall become due less than thirty (30) days after it has been determined that

1 the suspension is no longer applicable. Determination of creditable
2 "Unavoidable Delay" time shall be made by the Unit Operator subject to
3 approval of the Supervisor and Commissioner.

4 27. NONDISCRIMINATION. In connection with the performance of work
5 under this agreement, the operator agrees to comply with all of the pro-
6 visions of section 202 (1) to (7) inclusive of Executive Order 11246 (30 F.R.
7 12319), as amended, which are hereby incorporated by reference in this agreement.

8 28. LOSS OF TITLE. In the event title to any tract of unitized land
9 shall fail and the true owner cannot be induced to join in this unit agree-
10 ment, such tract shall be automatically regarded as not committed hereto
11 and there shall be such readjustment of future costs and benefits as may
12 be required on account of the loss of such title. In the event of a dis-
13 pute as to title to any royalty, working interest or other interests subject
14 thereto, payment or delivery on account thereof may be withheld without
15 liability for interest until the dispute is finally settled; provided, that,
16 as to Federal and State land or leases, no payments of funds due the United
17 States or State of New Mexico should be withheld, but such funds of the
18 United States shall be deposited as directed by the Supervisor and such
19 funds of the State of New Mexico shall be deposited as directed by the
20 Commissioner to be held as unearned money pending final settlement of the
21 title dispute, and then applied as earned or returned in accordance with
22 such final settlement.

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

25 29. NON-JOINDER AND SUBSEQUENT JOINDER. If the owner of any sub-
26 stantial interest in a tract within the unit area fails or refuses to sub-
27 scribe or consent to this agreement, the owner of the working interest in
28 that tract may withdraw said tract from this agreement by written notice
29 delivered to the Supervisor and the Commissioner and the Unit Operator
30 prior to the approval of this agreement by the Supervisor and Commissioner.
31 Any oil or gas interests in lands within the unit area not committed hereto
32 prior to submission of this agreement for final approval may thereafter be
33 committed hereto by the owner or owners thereof subscribing or consenting

1 to this agreement, and, if the interest is a working interest, by the owner
2 of such interest also subscribing to the unit operating agreement. After
3 operations are commenced hereunder, the right of subsequent joinder, as
4 provided in this section, by a working interest owner is subject to such
5 requirements or approvals, if any, pertaining to such joinder, as may be
6 provided for in the unit operating agreement. After final approval hereof,
7 joinder by a non-working interest owner must be consented to in writing by
8 the working interest owner committed hereto and responsible for the payment
9 of any benefits that may accrue hereunder in behalf of such non-working
10 interest. A non-working interest may not be committed to this unit agree-
11 ment unless the corresponding working interest is committed hereto. Joinder
12 to the unit agreement by a working interest owner, at any time, must be
13 accompanied by appropriate joinder to the unit operating agreement, if more
14 than one committed working interest owner is involved, in order for the
15 interest to be regarded as committed to this unit agreement. Except as
16 may otherwise herein be provided, subsequent joinders to this agreement shall
17 be effective as of the first day of the month following the filing with the
18 Supervisor and the Commissioner of duly executed counterparts of all or any
19 papers necessary to establish effective commitment of any tract to this
20 agreement unless objection to such joinder is duly made within 60 days by
21 the Supervisor, provided, however, that as to State lands all subsequent
22 joinders must be approved by the Commissioner.

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

1 31. NO PARTNERSHIP. It is expressly agreed that the relation of
2 the parties hereto is that of independent contractors and nothing in this
3 agreement contained, expressed or implied, nor any operations conducted
4 hereunder, shall create or be deemed to have created a partnership or
5 association between the parties hereto or any of them.

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

UNIT OPERATOR AND WORKING INTEREST OWNER



ROBERT K. HILLIN

DATE: December 15, 1977

ADDRESS: Midland National Bank Tower

Midland, Texas 79701

WORKING INTEREST OWNERS

ATTEST: _____

BY: _____

DATE: _____

ADDRESS: _____

THE STATE OF TEXAS I

COUNTY OF MIDLAND I

The foregoing instrument was acknowledged before me this 15th day of
December, 1977, by ROBERT K. HILLIN

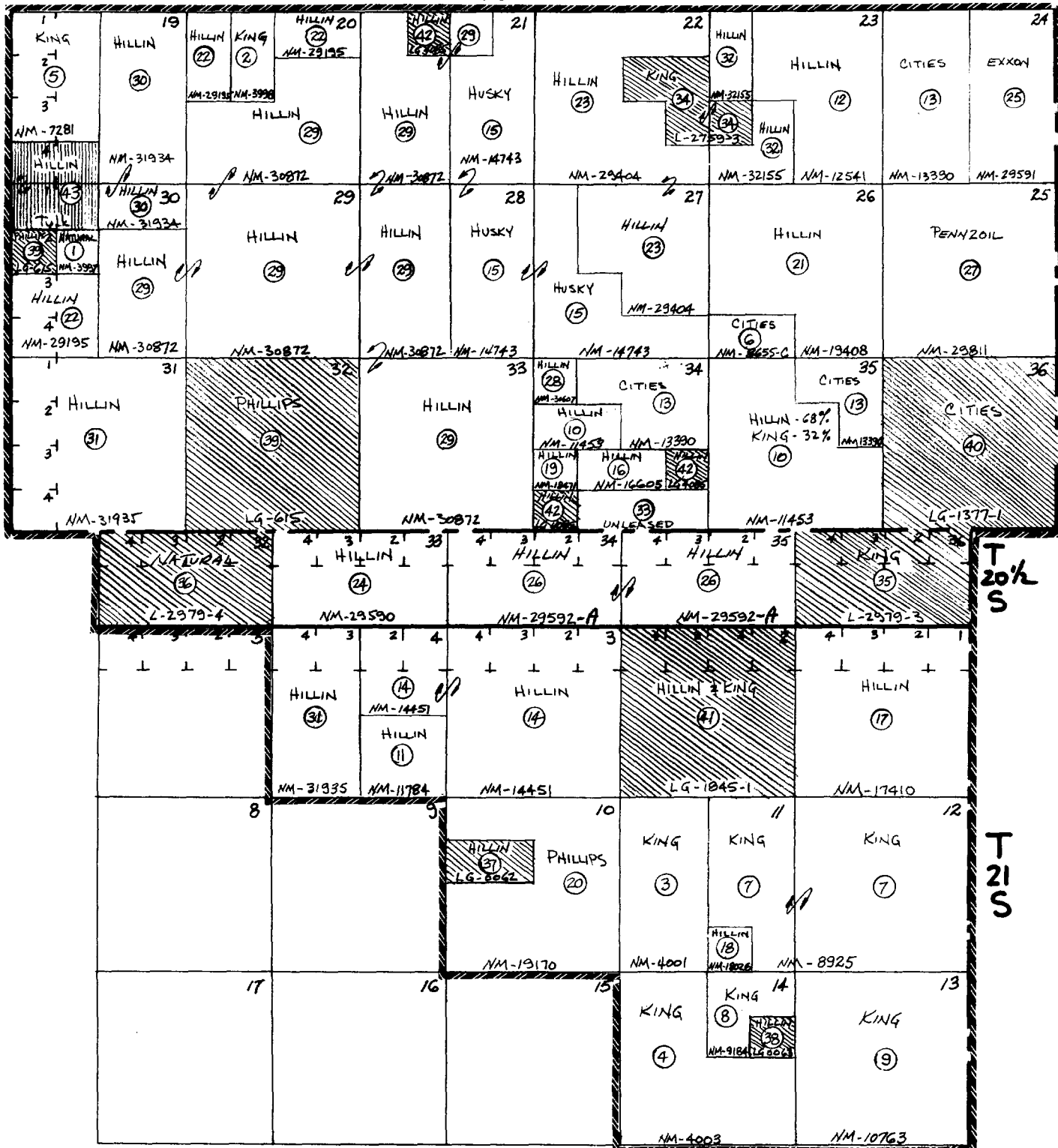


Notary Public in and for Midland
County, Texas

My Commission Expires:

1-31-79




R 20E



R-20-E

EXHIBIT 'A'
BURRO CANYON UNIT
CHAVES & OTERO
COUNTIES, N.M.
ROBERT K. HILLIN, OPERATOR

UNIT BOUNDARY

	FEDERAL LAND 15,586.60 Acres - 83.5463%
	STATE LAND 2,910.20 Acres - 15.5991%
	PATENTED LAND 159.44 Acres - 0.8546%

TOTAL: 18,656.24 Acres

EXHIBIT "B"

BURRO CANYON UNIT AREA
CHAVES & OTERO COUNTIES, NEW MEXICO

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NO. & EXP.		BASIC ROYALTY		LESSEE OF RECORD	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
			DATE OF LEASES (New Mexico Serials)	OMNERSHIP	PERCENTAGE	PERCENTAGE			
1	T-20-S, R-20-E Section 30: SE/4 NW/4	40.00	NM-3997 -A 12-31-77	USA	All - 12.5		Natural Resources Corporation	Dick Montoya et ux, Rita Anadarko Production Company	1.00 Natural: 2.00
2	T-20-S, R-20-E Section 20: E/2 NW/4	80.00	NM-3998 12-31-77	USA	All - 12.5		King Resources Company	Anadarko Production Company Northern Natural Gas Company	King: 3.00 2.50
3	T-21-S, R-20-E Section 11: W/2	320.00	NM-4001 12-31-77	USA	All - 12.5		King Resources Company	Anadarko Production Company Northern Natural Gas Company	King: 3.00 2.50
4	T-21-S, R-20-E Section 14: S/2, NW/4	480.00	NM-4003 12-31-77	USA	All - 12.5		King Resources Company	Anadarko Production Company Northern Natural Gas Company	King: 3.00 2.50
5	T-20-S, R-20-E Section 19: Lots 1, 2, 3, E/2 NW/4, NE/4 SW/4	238.93	NM-7281 8-31-78	USA	All - 12.5		King Resources Company	K.J. Feil et ux, Marie A. Esdras K. Hartley et ux, Sue Sheldon Natural Resources Corporation	King: 3.00 1.00 2.50
6	T-20-S, R-20-E Section 26: S/2 SW/4	80.00	NM-8655-C 1-31-79	USA	All - 12.5		Cities Service Company	George F. Tillotson et ux, Helen P.	CSC: 3.00
7	T-21-S, R-20-E Section 11: NE/4, N/2 SE/4, SE/4 SE/4 Section 12: All	920.00	NM-8925 2-28-79	USA	All - 12.5		King Resources Company	Esdras Hartley et ux, Sue Sheldon Gerald T. Tresner et ux, Amy Northern Natural Gas Company	King: 1.00 1.00 2.50

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NO. & EXP.		DATE OF LEASES (New Mexico Serials)	OWNERSHIP	BASIC ROYALTY		LESSEE OF RECORD	OVERRIDING ROYALTY AND PERCENTAGE		WORKING INTEREST AND PERCENTAGE	
8	T-21-S, R-20-E Section 14: NE/4 NE/4, W/2 NE/4	120.00			NM-9184 3-31-79	USA	All	12.5	King Resources Company	Larry G. Munn Northern Natural Gas Company	3.00 2.50	King:	100
9	T-21-S, R-20-E Section 13: All	640.00			NM-10763 11-30-79	USA	All	12.5	King Resources Company	Stella B. Digneo et vir, Edward M. Clifton Wilderspin et ux Terry Northern Natural Gas Company	1.00 3.00 2.50	King:	100
10	T-20-S, R-20-E Section 34: S/2 NW/4 Section 35: SW/4 NE/4, NW/4, S/2	600.00			NM-11453 3-31-80	USA	All	12.5	As to S/2 NW/4 Section 34: Robert K. Hillin As to SW/4 NE/4, NW/4, S/2 Sec.35: Robert K. Hillin & King Resources Company	B. J. Bradshaw Griffin & Burnett, Inc. B.J. & F.J. Bradshaw Griffin & Burnett, Inc.	5.00 2.50 5.00 2.50	Hillin: King:	100 68 32
11	T-21-S, R-20-E Section 4: SE/4	160.00			NM-11784 5-31-80	USA	All	12.5	Robert K. Hillin	Dayne & J. B. Swinney G. Dee Williamson et ux, Paulette \$1000/ac OP out of	4.00 1.00 1.50	Hillin:	100
12	T-20-S, R-20-E Section 23: E/2, E/2 NW/4	400.00			NM-12541 10-31-80	USA	All	12.5	Robert K. Hillin	F. J. Bradshaw Griffin & Burnett, Inc.	5.00 2.50	Hillin:	100

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NO. & EXP.		DATE OF LEASES (New Mexico Serials)	BASIC ROYALTY		LESSEE OF RECORD	OVERRIDING ROYALTY AND PERCENTAGE		WORKING INTEREST AND PERCENTAGE	
						OWNERSHIP	PERCENTAGE					
13	T-20-S, R-20-E Section 24: W/2 Section 34: NE/4, NE/4 NW/4 Section 35: N/2 NE/4, SE/4 NE/4	640.00			NM-13390 3-31-81	USA	A11 - 12.5	Cities Service Company	Leo D. & Susie Catanach	3.00	CSC:	100
14	T-21-S, R-20-E Section 3: Lots 1,2,3,4, S/2 N/2, S/2 Section 4: Lots 1,2, S/2 NE/4	802.58			NM-14451 12-31-81	USA	A11 - 12.5	Robert K. Hillin	B.J. Bradshaw Griffin & Burnett, Inc.	5.00	Hillin:	100
15	T-20-S, R-20-E Section 21: NE/4 NE/4, S/2 NE/4, SE/4 Section 27: W/2 NW/4, SW/4, S/2 SE/4 Section 28: E/2	920.00			NM-14743 2-28-82	USA	A11 - 12.5	Husky Oil Company of Delaware	None		Husky:	100
16	T-20-S, R-20-E Section 34: NE/4 SW/4, NW/4 SE/4	80.00			NM-16605 8-31-82	USA	A11 - 12.5	Robert K. Hillin	Terry Wilderspin et vir Clifton Griffin & Burnett, Inc.	5.00	Hillin:	100
17	T-21-S, R-20-E Section 1: Lots 1,2,3,4, S/2 N/2, S/2	640.96			NM-17410 1-31-83	USA	A11 - 12.5	Robert K. Hillin	Griffin & Burnett, Inc.	7.50	Hillin:	100
18	T-21-S, R-20-E Section 11: SW/4 SE/4	40.00			NM-18026 3-31-83	USA	A11 - 12.5	Robert K. Hillin	Douglas Cone Griffin & Burnett, Inc.	5.00	Hillin:	100

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NO. & EXP.		BASIC ROYALTY PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
			DATE OF LEASES (New Mexico Serials)	OWNERSHIP				
19	T-20-S, R-20-E Section 34: NW/4 SW/4	40.00	NM-18471 5-31-83	USA	All - 12.5	Robert K. Hillin	Henry A. Sakowski Griffin & Burnett, Inc. 5.00 2.50	Hillin: 100
20	T-21-S, R-20-E Section 10: E/2, N/2 NW/4, SW/4	560.00	NM-19170 9-30-83	USA	All - 12.5	Phillips Petroleum Company	None	Phillips: 100
21	T-20-S, R-20-E Section 26: E/2, NW/4, N/2 SW/4	560.00	NM-19408 10-31-83	USA	All - 12.5	Robert K. Hillin	Griffin & Burnett, Inc. 7.50	Hillin: 100
22	T-20-S, R-20-E Section 20: N/2 NE/4, W/2 NW/4 Section 30: Lots 3,4, E/2 SW/4	319.63	NM-29195 1-31-87	USA	All - 12.5	Robert K. Hillin	W.A. Gillespie et ux, Dorothy L. Griffin & Burnett, Inc. 5.00 2.50	Hillin: 100
23	T-20-S, R-20-E Section 22: W/2, N/2 NE/4, W/2 SE/4, SE/4 Section 27: E/2 NW/4, NE/4, N/2 SE/4	840.00	NM-29404 -A 1-31-87	USA	All - 12.5	Robert K. Hillin	A. Lansdale Griffin & Burnett, Inc. 5.00 2.50	Hillin: 100
24	T-20-1/2-S, R-20-E Section 33: Lots 1,2,3,4, S/2 S/2	276.20	NM-29590 3-31-87	USA	All - 12.5	Robert K. Hillin	Hanagan & Hanagan, a partnership Griffin & Burnett, Inc. 6.25 1.25	Hillin: 100
25	T-20-S, R-20-E Section 24: E/2	320.00	NM-29591 3-31-87	USA	All - 12.5	Exxon Corporation	Sharon P. & James E. Barksdull 5.00	Exxon 100

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NO. & EXP.		BASIC ROYALTY		LESSEE OF RECORD	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
			DATE OF LEASES (New Mexico Serials)	OWNERSHIP	PERCENTAGE	PERCENTAGE			
26	T-20-1/2-S, R-20-E Section 34: Lots 1, 2, 3, 4, S/2 S/2 Section 35: Lots 1, 2, 3, 4, S/2 S/2	547.76	NM-29592-A 4-30-87	USA	All - 12.5		Robert K. Hillin	W.B.Blakemore, Jr. Trust	Hillin: 100 12.50
27	T-20-S, R-20-E Section 25: All	640.00	NM-29811 4-30-87	USA	All - 12.5		Pennzoil Company	Martha N.Jackson	Pennzoil: 100 3.00
28	T-20-S, R-20-E Section 34: NW/4 NW/4	40.00	NM-30607 7-31-87	USA	All - 12.5		Robert K. Hillin	David Miller	Hillin: 100 12.50
29	T-20-S, R-20-E Section 20: S/2 NE/4, S/2 Section 21: NW/4 NE/4, NW/4 NW/4, S/2 NW/4, SW/4 Section 28: W/2 Section 29: All Section 30: S/2 NE/4, SE/4 Section 33: All	2,560.00	NM-30872 7-31-87	USA	All - 12.5		Robert K. Hillin	Mary & T. E. Vandiver Griffin & Burnett, Inc.	Hillin: 100 3.00 3.125
30	T-20-S, R-20-E Section 19: E/2 Section 30: N/2 NE/4	400.00	NM-31934 11-30-87	USA	All - 12.5		Robert K. Hillin	Ilabelle Shanahan Griffin & Burnett, Inc.	Hillin: 100 5.00 2.50
31	T-20-S, R-20-E Section 31: Lots 1, 2, 3, 4, E/2 W/2, E/2 T-21-S, R-20-E Section 4: Lots 3, 4, S/2 NW/4, SW/4	960.54	NM-31935 11-30-87	USA	All - 12.5		Robert K. Hillin	Short Investment Corporation Griffin & Burnett, Inc.	Hillin: 100 5.00 2.50

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NO. & EXP.		OWNERSHIP	BASIC ROYALTY		LESSEE OF RECORD	OVERRIDING ROYALTY AND PERCENTAGE		WORKING INTEREST AND PERCENTAGE	
			DATE OF LEASES (New Mexico Serials)	EXP.		PERCENTAGE	PERCENTAGE		AND PERCENTAGE	AND PERCENTAGE		
32	T-20-S, R-20-E Section 23: W/2 NW/4, S/2 SW/4, NE/4 SW/4	200.00	NM-32155 Pending		USA	All - 12.5		Robert K. Hillin	Judith A. Lawton Griffin & Burnett, Inc.	5.00 2.50	Hillin:	100
33	T-20-S, R-20-E Section 34: SE/4 SW/4, S/2 SE/4	120.00	Unleased									
33 Federal Tracts - 15,586.60 acres, or 83.5463% of Unit Area.												
34	T-20-S, R-20-E Section 22: S/2 NE/4, NE/4 SE/4	160.00	L-2759-3 4-15-79		State	All - 12.5		King Resources Company	Clifton Wilderspin Northern Natural Gas Company	3.00 2.50	King:	100
35	T-20-1/2-S, R-20-E Section 36: Lots 1, 2, 3, 4, S/2 S/2	271.52	L-2979-3 5-20-79		State	All - 12.5		King Resources Company	Clifton Wilderspin Northern Natural Gas Company	3.00 2.50	King:	100
36	T-20-1/2-S, R-20-E Section 32: Lots 1, 2, 3, 4, S/2 S/2	277.40	L-2979-4 5-20-79		State	All - 12.5		Natural Resources Corporation	None		Natural:	100
37	T-21-S, R-20-E Section 10: S/2 NW/4	80.00	LG-0062 4-1-82		State	All - 12.5		Robert K. Hillin	David J. Sorenson \$5000/ac OP out of 5.00 Griffin & Burnett, Inc.	5.00 2.50	Hillin:	100
38	T-21-S, R-20-E Section 14: SE/4 NE/4	40.00	LG-0063 4-1-82		State	All - 12.5		Robert K. Hillin	David J. Sorenson \$5000/ac OP out of 5.00 Griffin & Burnett, Inc.	5.00 2.50	Hillin:	100

ILLEGIBLE

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NO. & EXP.		OWNERSHIP	BASIC ROYALTY		LESSEE OF RECORD	OVERRIDING ROYALTY AND PERCENTAGE		WORKING INTEREST AND PERCENTAGE
			DATE OF LEASES (New Mexico Serials)	EXP.		PERCENTAGE	PERCENTAGE		AND PERCENTAGE	AND PERCENTAGE	
39	T-20-S, R-20-E Section 30: Lot 2 Section 32: All	679.76	LG-615 9-1-82		State	All - 12.5		Phillips Petroleum Company	None		Phillips: 100
40	T-20-S, R-20-E Section 36: All	640.00	LG-1377-1 11-1-83		State	All - 12.5		Cities Service Company	None		CSC: 100
41	T-21-S, R-20-E Section 2: Lots 1,2,3,4, S/2 N/2, S/2	641.52	LG-1845-1 6-1-84		State	All - 12.5		Robert K. Hillin & King Resources Company	Griffin & Burnett, Inc.	3.125	Hillin: 60 King: 40
42	T-20-S, R-20-E Section 21: NE/4 NW/4 Section 34: SW/4 SW/4, NE/4 SE/4	120.00	LG-4805 11-1-87		State	All - 12.5		Robert K. Hillin	Griffin & Burnett, Inc.	3.125	Hillin: 100
9 State Tracts - 2910.20 acres, or 15.5991 of Unit area.											
43	T-20-S, R-20-E Section 19: Lot 4, SE/4 SW/4 Section 30: Lot 1, NE/4 NW/4	159.44	12-9-82		W.M.Tulk et al	All - 12.5		Robert K. Hillin	Griffin & Burnett, Inc.	3.125	Hillin 100
1 Patented Tract - 159.44 acres, or 0.8546 of Unit Area											

TOTAL: 43 Tracts - 18,656.24 acres in entire Unit Area.

ILLEGIBLE

RATIFICATION - BURRO CANYON UNIT
CHAVES & OTERO COUNTIES, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, certain instruments entitled UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE BURRO CANYON UNIT, Chaves and Otero Counties, New Mexico, and UNIT OPERATING AGREEMENT, BURRO CANYON UNIT, Chaves and Otero Counties, New Mexico, have been executed as of the 15th day of December, 1977, by various persons conducting operations with respect to the Burro Canyon Unit Area, located in Chaves and Otero Counties, New Mexico, as more particularly described in said Agreement; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein and, by Exhibit "B" describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned (whether one or more) is, or claims to be, the owner of a royalty, overriding royalty and/or working interest in one or more of the Tracts described in Exhibit "B" of the Unit Agreement.

NOW, THEREFORE, the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under each of said agreements, does hereby agree to become a party to and to be bound by the provisions of the said Unit Agreement, and also the said Unit Operating Agreement if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instruments agreeing to be bound by the provisions thereof. The undersigned does also hereby acknowledge receipt of a true copy of the said Unit Agreement, and also the said Unit Operating Agreement if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth opposite the undersigned's signature.

Date: December 19, 1977

CITIES SERVICE COMPANY
BY: Mark F. Payton Attorney In Fact
Address: P. O. Box 300
Tulsa, Oklahoma 74102

THE STATE OF OKLAHOMA I

COUNTY OF TULSA I

The foregoing instruments was acknowledged before me this 19th day of December, 1977, by Mark F. Payton Attorney in fact of CITIES SERVICE COMPANY a corporation, on behalf of said corporation.

Evelyn M. Schultz
Notary Public in and for Tulsa
County, Oklahoma
Evelyn M. Schultz

My Commission Expires:
JUL 25 1980

THE STATE OF I

COUNTY OF I

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

Notary Public in and for _____
County, _____

My Commission Expires:

ILLEGIBLE

RATIFICATION - BURRO CANYON UNIT
CHAVES & OTERO COUNTIES, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, certain instruments entitled UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE BURRO CANYON UNIT, Chaves and Otero Counties, New Mexico, and UNIT OPERATING AGREEMENT, BURRO CANYON UNIT, Chaves and Otero Counties, New Mexico, have been executed as of the 15th day of December, 1977, by various persons conducting operations with respect to the Burro Canyon Unit Area, located in Chaves and Otero Counties, New Mexico, as more particularly described in said Agreement; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein and, by Exhibit "B" describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned (whether one or more) is, or claims to be, the owner of a royalty, overriding royalty and/or working interest in one or more of the Tracts described in Exhibit "B" of the Unit Agreement.

NOW, THEREFORE, the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under each of said agreements, does hereby agree to become a party to and to be bound by the provisions of the said Unit Agreement, and also the said Unit Operating Agreement if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instruments agreeing to be bound by the provisions thereof. The undersigned does also hereby acknowledge receipt of a true copy of the said Unit Agreement, and also the said Unit Operating Agreement if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth opposite the undersigned's signature.

Date: 12-19-77

KING RESOURCES COMPANY

BY: PRSE

Address: P. O. Box 969

Denver, Colorado

THE STATE OF COLORADO I

COUNTY OF DENVER I

The foregoing instruments was acknowledged before me this 19th day of December, 1977, by Paul R. Stewart, PRESIDENT of KING RESOURCES COMPANY a corporation, on behalf of said corporation.

Charles L. [Signature]
Notary Public in and for Denver
County, Colorado

My Commission Expires:
My Commission Expires Oct. 21, 1981

THE STATE OF I

COUNTY OF I

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

Notary Public in and for _____
County, _____

My Commission Expires:

ILLEGIBLE

RATIFICATION - BURRO CANYON UNIT
CHAVES & OTERO COUNTIES, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, certain instruments entitled UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE BURRO CANYON UNIT, Chaves and Otero Counties, New Mexico, and UNIT OPERATING AGREEMENT, BURRO CANYON UNIT, Chaves and Otero Counties, New Mexico, have been executed as of the 15th day of December, 1977, by various persons conducting operations with respect to the Burro Canyon Unit Area, located in Chaves and Otero Counties, New Mexico, as more particularly described in said Agreement; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein and, by Exhibit "B" describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned (whether one or more) is, or claims to be, the owner of a royalty, overriding royalty and/or working interest in one or more of the Tracts described in Exhibit "B" of the Unit Agreement.

NOW, THEREFORE, the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under each of said agreements, does hereby agree to become a party to and to be bound by the provisions of the said Unit Agreement, and also the said Unit Operating Agreement if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instruments agreeing to be bound by the provisions thereof. The undersigned does also hereby acknowledge receipt of a true copy of the said Unit Agreement, and also the said Unit Operating Agreement if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth opposite the undersigned's signature.

Date: December 20, 1977

PHILLIPS PETROLEUM COMPANY

BY: 

Address: P.O. Box 1

Houston, Texas

THE STATE OF TEXAS I

COUNTY OF HARRIS I

The foregoing instruments was acknowledged before me this 20th day of December, 1977, by CLIFF OHR, Attorney in Fact for ~~XXXX~~ PHILLIPS PETROLEUM COMPANY a corporation, on behalf of said corporation.

Notary Public in and for Harris County, Texas

My Commission Expires: _____

Notary Public in and for Harris County, Texas
My Commission Expires November 30, 1978
Bonded by Alexander Lovett, Lawyers Surety Corp.

THE STATE OF I

COUNTY OF I

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

Notary Public in and for _____ County, _____

My Commission Expires: _____

ILLEGIBLE

RATIFICATION - BURRO CANYON UNIT
CHAVES & OTERO COUNTIES, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, certain instruments entitled UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE BURRO CANYON UNIT, Chaves and Otero Counties, New Mexico, and UNIT OPERATING AGREEMENT, BURRO CANYON UNIT, Chaves and Otero Counties, New Mexico, have been executed as of the 15th day of December, 1977, by various persons conducting operations with respect to the Burro Canyon Unit Area, located in Chaves and Otero Counties, New Mexico, as more particularly described in said Agreement; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein and, by Exhibit "B" describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned (whether one or more) is, or claims to be, the owner of a royalty, overriding royalty and/or working interest in one or more of the Tracts described in Exhibit "B" of the Unit Agreement.

NOW, THEREFORE, the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under each of said agreements, does hereby agree to become a party to and to be bound by the provisions of the said Unit Agreement, and also the said Unit Operating Agreement if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instruments agreeing to be bound by the provisions thereof. The undersigned does also hereby acknowledge receipt of a true copy of the said Unit Agreement, and also the said Unit Operating Agreement if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth opposite the undersigned's signature.

Date: Dec 20 1977

NATURAL RESOURCES CORPORATION

By: Taney J. Baker VP

Address: 800 Denver li

Denver, Colorado

Attested

By: Bryan Kent Allen
Assistant Secretary

THE STATE OF COLORADO I

COUNTY OF DENVER I

The foregoing instruments was acknowledged before me this 20 day of December, 1977, by Harvey L. Baker of NATURAL RESOURCES CORPORATION a corporation, on behalf of said corporation.

Swanne Pusee
Notary Public in and for Denver
County, Colorado

My Commission Expires: 6-12-80

THE STATE OF I

COUNTY OF I

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

Notary Public in and for _____
County, _____

My Commission Expires: _____

ILLEGIBLE

GRIFFIN & BURNETT, INC.

Oil Properties

KENNETH H. GRIFFIN
GARY G. BURNETT
BRYAN E. JONES

501 PETROLEUM BUILDING
MIDLAND, TEXAS 79701
915 683-2705

Re: File No. 3314
BURRO CANYON UNIT
Chaves & Otero Counties, New Mexico

COMMISSIONER OF PUBLIC LANDS
P. O. Box 1148
Santa Fe, New Mexico 87501
Attention: Mr. Ray D. Graham

No. 6098

Area Oil & Gas Supervisor
UNITED STATES GEOLOGICAL SURVEY
P. O. Drawer 1857
Roswell, New Mexico 88201
Attention: Mr. James A. Gillham

Gentlemen:

Robert K. Hillin has agreed to assign certain interests in the captioned unit to Terra Resources, Inc. It is the desire of all the working interest owners that Mr. Hillin be allowed to resign as Unit Operator and that Terra Resources, Inc. be designated as the successor Unit Operator. To accomplish this, we enclose herewith counterpart copies of an instrument which, when approved by your offices, will accomplish the desired change in Unit Operators. The counterparts have been executed by the following owners:

Robert K. Hillin	Phillips Petroleum Company
Terra Resources, Inc.	Natural Resources Company
Phoenix Resources Company	Cities Service Oil Company

In addition to the Resignation-Designation listed above we also enclose the following:

1. A Ratification of the Burro Canyon Unit Agreement and Unit Operating Agreement executed by Terra Resources. We enclose two copies for the Commissioner, four copies for the Supervisor and one copy for the Commission. You will note that the Resignation-Designation gives the approval of the working owners to file this Ratification with the Commissioner, the Supervisor and the Oil Conservation Commission.
2. A revised copy of Page 3 (the figure (2) has been placed after Hillin's interest) and new Pages 4 and 5 of Exhibit "C" to the Unit Operating Agreement. These pages give effect to the trade between Hillin and Terra.

Your early approval of the foregoing will be sincerely appreciated as Terra plans to take over operations and move in the rotary rig within the next two to three weeks.

Yours very truly,

GRIFFIN & BURNETT, INC., Acting
as Agent for Robert K. Hillin

BY: 

BRYAN E. JONES

cc: Oil Conservation Commission
State Land Office Building
Santa Fe, New Mexico 87501

Mr. Robert K. Hillin
P. O. Box 1552
Midland, Texas 79702
Attention: Mr. Charles Snow

Terra Resources, Inc.
Suite 200, Wall Towers West
Midland, Texas 79701
Attention: Mr. Jim W. Eggleston

Phoenix Resources Company
P. O. Box 9698
South Denver Station
Denver, Colorado 80209
Attention: Mr. R. E. Dippo

Phillips Petroleum Company
P. O. Box 1967
Houston, Texas 77001
Attention: Mr. S. A. Rever

Natural Resources Corporation
500 Denver Club Building
Denver, Colorado 80202
Attention: Mr. Harvey L. Baker

Cities Service Oil Company
P. O. Box 1919
Midland, Texas 79701
Attention: Mr. John W. Young

RESIGNATION OF OPERATOR AND
APPOINTMENT OF SUCCESSOR
OPERATOR - BURRO CANYON UNIT
CHAVES AND OTERO COUNTIES, NEW MEXICO

WHEREAS, the UNIT AGREEMENT and UNIT OPERATING AGREEMENT for the development and operation of the BURRO CANYON UNIT in Chaves and Otero Counties, New Mexico, both dated December 15, 1977, each designated ROBERT K. HILLIN as Unit Operator for said unit; and

WHEREAS, each of the above identified agreements provide for the resignation of the Unit Operator and the designation of a successor Unit Operator; and

WHEREAS, the said Robert K. Hillin desires to resign as Unit Operator and Terra Resources, Inc. desires to be designated as the successor Unit Operator; and

WHEREAS, Robert K. Hillin; Cities Service Company; Phoenix Resources Company (formerly King Resources Company); Phillips Petroleum Company; Natural Resources ^{Corporation} ~~Company~~; and Terra Resources, Inc. (successor in interest to a portion of the working interest owned by Robert K. Hillin in said Burro Canyon Unit), being all of the Working Interest Owners in the subject unit, desire to accept the resignation of Robert K. Hillin as Unit Operator and select and approve Terra Resources, Inc. as successor Unit Operator; and

WHEREAS, such resignation of the duties of Unit Operator by Robert K. Hillin and the assumption of the duties of Unit Operator by Terra Resources, Inc. will be effective upon the approval of this agreement by the Area Oil and Gas Supervisor for the United States Geological Survey and the Commissioner of Public Lands for the State of New Mexico as provided in Article 6, Pages 6 and 7, of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT:


- (1) Robert K. Hillin by the execution of this agreement does hereby resign as Unit Operator for the Burro Canyon Unit, such resignation to be effective upon acceptance and approval of this agreement by the Area Oil and Gas Supervisor and the Commissioner of Public Lands, as provided in the Unit Agreement, and upon the actual assumption of the duties of Unit Operator by Terra Resources, Inc.;
- (2) Terra Resources, Inc. by the execution of this agreement does hereby accept appointment as Unit Operator for the Burro Canyon Unit, such appointment to be effective upon acceptance and approval of this agreement

by the Area Oil and Gas Supervisor and the Commissioner of Public Lands, as provided in the Unit Agreement, and upon the actual assumption of the duties of Unit Operator by Terra Resources, Inc.;

- (3) Robert K. Hillin; Terra Resources, Inc.; Cities Service Company; Phoenix Resources Company (formerly King Resources Company); Phillips Petroleum Company; and Natural Resources ^{Corporation} ~~Company~~, being all of the Working Interest Owners in the Burro Canyon Unit, by the execution of this agreement do hereby accept the resignation of Robert K. Hillin as Unit Operator and designate Terra Resources, Inc. as successor Unit Operator, such resignation and designation to be effective upon acceptance and approval of this agreement by the Area Oil and Gas Supervisor and the Commissioner of Public Lands, as provided in the Unit Agreement, and upon the actual assumption of the duties of Unit Operator by Terra Resources, Inc. Also, by the execution hereof the parties hereto agree that a ratification of the Unit Agreement and Unit Operating Agreement is to be executed by Terra Resources, Inc. and do hereby consent to the filing of such ratification with the Area Oil and Gas Supervisor, Commissioner of Public Lands, and the New Mexico Oil Conservation Commission.

This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties and shall be binding upon all those parties who have executed such a counterpart, 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 to this instrument.

IN WITNESS WHEREOF, this agreement is executed this 9th day of June, 1978.



ROBERT K. HILLIN

CITIES SERVICE COMPANY

BY: _____
Attorney-in-Fact

ATTEST:

PHOENIX RESOURCES COMPANY
(formerly King Resources Company)

BY: _____
President

ATTEST:

NATURAL RESOURCES ~~COMPANY~~ CORPORATION

BY: _____
Vice-President

Secretary

Secretary

ATTEST:

TERRA RESOURCES, INC.

Secretary

BY: _____
RAY W. ~~WILLIAMS~~ WINTERS, President

PHILLIPS PETROELUM COMPANY,

BY: _____
Attorney-in-Fact

THE STATE OF TEXAS I

COUNTY OF MIDLAND I

The foregoing instrument was acknowledged before me this 9th day of June, 1978, by _____ ROBERT K. HILLIN _____.

My Commission Expires:

9-14-78

Paula J. Schmitt
Notary Public in and for Midland
County, Texas

THE STATE OF I

COUNTY OF I

The foregoing instrument was acknowledged before me this _____ day of _____, 1978, by RAY W. WINTERS, President of TERRA RESOURCES, INC. a corporation, on behalf of said corporation

My Commission Expires:

Notary Public in and for _____
County, _____

THE STATE OF I

COUNTY OF I

The foregoing instrument was acknowledged before me this _____ day of _____, 1978, by _____, Attorney-In-Fact for _____, a corporation, on behalf of said corporation.

My Commission Expires:

Notary Public in and for _____
County, _____

RESIGNATION OF OPERATOR AND
APPOINTMENT OF SUCCESSOR
OPERATOR - BURRO CANYON UNIT
CHAVES AND OTERO COUNTIES, NEW MEXICO

WHEREAS, the UNIT AGREEMENT and UNIT OPERATING AGREEMENT for the development and operation of the BURRO CANYON UNIT in Chaves and Otero Counties, New Mexico, both dated December 15, 1977, each designated ROBERT K. HILLIN as Unit Operator for said unit; and

WHEREAS, each of the above identified agreements provide for the resignation of the Unit Operator and the designation of a successor Unit Operator; and

WHEREAS, the said Robert K. Hillin desires to resign as Unit Operator and Terra Resources, Inc. desires to be designated as the successor Unit Operator; and

WHEREAS, Robert K. Hillin; Cities Service Company; Phoenix Resources Company (formerly King Resources Company); Phillips Petroleum Company; Natural Resources ^{Corporation} ~~Company~~; and Terra Resources, Inc. (successor in interest to a portion of the working interest owned by Robert K. Hillin in said Burro Canyon Unit), being all of the Working Interest Owners in the subject unit, desire to accept the resignation of Robert K. Hillin as Unit Operator and select and approve Terra Resources, Inc. as successor Unit Operator; and

WHEREAS, such resignation of the duties of Unit Operator by Robert K. Hillin and the assumption of the duties of Unit Operator by Terra Resources, Inc. will be effective upon the approval of this agreement by the Area Oil and Gas Supervisor for the United States Geological Survey and the Commissioner of Public Lands for the State of New Mexico as provided in Article 6, Pages 6 and 7, of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT:

- (1) Robert K. Hillin by the execution of this agreement does hereby resign as Unit Operator for the Burro Canyon Unit, such resignation to be effective upon acceptance and approval of this agreement by the Area Oil and Gas Supervisor and the Commissioner of Public Lands, as provided in the Unit Agreement, and upon the actual assumption of the duties of Unit Operator by Terra Resources, Inc.;
- (2) Terra Resources, Inc. by the execution of this agreement does hereby accept appointment as Unit Operator for the Burro Canyon Unit, such appointment to be effective upon acceptance and approval of this agreement

by the Area Oil and Gas Supervisor and the Commissioner of Public Lands, as provided in the Unit Agreement, and upon the actual assumption of the duties of Unit Operator by Terra Resources, Inc.;

- (3) Robert K. Hillin; Terra Resources, Inc.; Cities Service Company; Phoenix Resources Company (formerly King Resources Company); Phillips Petroleum Company; and Natural Resources ^{Corporation} ~~Company~~, being all of the Working Interest Owners in the Burro Canyon Unit, by the execution of this agreement do hereby accept the resignation of Robert K. Hillin as Unit Operator and designate Terra Resources, Inc. as successor Unit Operator, such resignation and designation to be effective upon acceptance and approval of this agreement by the Area Oil and Gas Supervisor and the Commissioner of Public Lands, as provided in the Unit Agreement, and upon the actual assumption of the duties of Unit Operator by Terra Resources, Inc. Also, by the execution hereof the parties hereto agree that a ratification of the Unit Agreement and Unit Operating Agreement is to be executed by Terra Resources, Inc. and do hereby consent to the filing of such ratification with the Area Oil and Gas Supervisor, Commissioner of Public Lands, and the New Mexico Oil Conservation Commission.

This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties and shall be binding upon all those parties who have executed such a counterpart, 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 to this instrument.

IN WITNESS WHEREOF, this agreement is executed this _____ day of June, 1978.

CITIES SERVICE COMPANY

ROBERT K. HILLIN

BY: _____ Attorney-in-Fact

ATTEST:

PHOENIX RESOURCES COMPANY
(formerly King Resources Company)

R. E. Dippo
R. E. Dippo, Secretary

BY: P. R. Stewart
P. R. Stewart, President

ATTEST:

NATURAL RESOURCES ~~COMPANY~~ CORPORATION

Secretary

BY: _____ Vice-President

ATTEST:

TERRA RESOURCES, INC.

Secretary

BY: _____
RAY W. ~~WILLIAMS~~, President
WINTERS

PHILLIPS PETROELUM COMPANY

BY: _____
Attorney-in-Fact

THE STATE OF TEXAS I

COUNTY OF MIDLAND I

The foregoing instrument was acknowledged before me this _____ day of _____, 1978, by ROBERT K. HILLIN

My Commission Expires: _____

Notary Public in and for Midland
County, Texas

THE STATE OF Colorado I
COUNTY OF Denver I

The foregoing instrument was acknowledged before me this 22nd day of June, 1978, by P. R. Stewart, _____ President, of PHOENIX RESOURCES COMPANY (formerly King Resources Company), a corporation, on behalf of said corporation.

My Commission Expires: _____
My Commission Expires Oct. 21, 1981

Elizabeth L. Ott
Notary Public in and for Denver
County, Colorado

THE STATE OF I

COUNTY OF I

The foregoing instrument was acknowledged before me this _____ day of _____, 1978, by _____, Attorney-In-Fact for _____, a corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public in and for _____
County, _____

RESIGNATION OF OPERATOR AND
APPOINTMENT OF SUCCESSOR
OPERATOR - BURRO CANYON UNIT
CHAVES AND OTERO COUNTIES, NEW MEXICO

WHEREAS, the UNIT AGREEMENT and UNIT OPERATING AGREEMENT for the development and operation of the BURRO CANYON UNIT in Chaves and Otero Counties, New Mexico, both dated December 15, 1977, each designated ROBERT K. HILLIN as Unit Operator for said unit; and

WHEREAS, each of the above identified agreements provide for the resignation of the Unit Operator and the designation of a successor Unit Operator; and

WHEREAS, the said Robert K. Hillin desires to resign as Unit Operator and Terra Resources, Inc. desires to be designated as the successor Unit Operator; and

WHEREAS, Robert K. Hillin; Cities Service Company; Phoenix Resources Company (formerly King Resources Company); Phillips Petroleum Company; Natural Resources ^{Corporation} ~~Company~~; and Terra Resources, Inc. (successor in interest to a portion of the working interest owned by Robert K. Hillin in said Burro Canyon Unit), being all of the Working Interest Owners in the subject unit, desire to accept the resignation of Robert K. Hillin as Unit Operator and select and approve Terra Resources, Inc. as successor Unit Operator; and

WHEREAS, such resignation of the duties of Unit Operator by Robert K. Hillin and the assumption of the duties of Unit Operator by Terra Resources, Inc. will be effective upon the approval of this agreement by the Area Oil and Gas Supervisor for the United States Geological Survey and the Commissioner of Public Lands for the State of New Mexico as provided in Article 6, Pages 6 and 7, of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT:

- (1) Robert K. Hillin by the execution of this agreement does hereby resign as Unit Operator for the Burro Canyon Unit, such resignation to be effective upon acceptance and approval of this agreement by the Area Oil and Gas Supervisor and the Commissioner of Public Lands, as provided in the Unit Agreement, and upon the actual assumption of the duties of Unit Operator by Terra Resources, Inc.;
- (2) Terra Resources, Inc. by the execution of this agreement does hereby accept appointment as Unit Operator for the Burro Canyon Unit, such appointment to be effective upon acceptance and approval of this agreement

by the Area Oil and Gas Supervisor and the Commissioner of Public Lands, as provided in the Unit Agreement, and upon the actual assumption of the duties of Unit Operator by Terra Resources, Inc.;

- (3) Robert K. Hillin; Terra Resources, Inc.; Cities Service Company; Phoenix Resources Company (formerly King Resources Company); Phillips Petroleum Company; and Natural Resources ^{Corporation} ~~Company~~, being all of the Working Interest Owners in the Burro Canyon Unit, by the execution of this agreement do hereby accept the resignation of Robert K. Hillin as Unit Operator and designate Terra Resources, Inc. as successor Unit Operator, such resignation and designation to be effective upon acceptance and approval of this agreement by the Area Oil and Gas Supervisor and the Commissioner of Public Lands, as provided in the Unit Agreement, and upon the actual assumption of the duties of Unit Operator by Terra Resources, Inc. Also, by the execution hereof the parties hereto agree that a ratification of the Unit Agreement and Unit Operating Agreement is to be executed by Terra Resources, Inc. and do hereby consent to the filing of such ratification with the Area Oil and Gas Supervisor, Commissioner of Public Lands, and the New Mexico Oil Conservation Commission.

This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties and shall be binding upon all those parties who have executed such a counterpart, 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 to this instrument.

IN WITNESS WHEREOF, this agreement is executed this _____ day of June, 1978.

CITIES SERVICE COMPANY

ROBERT K. HILLIN

BY: _____
Attorney-in-Fact

ATTEST:

PHOENIX RESOURCES COMPANY
(formerly King Resources Company)

Secretary

BY: _____
President

ATTEST:

NATURAL RESOURCES ~~COMPANY~~ CORPORATION

Secretary

BY: _____
Vice-President

ATTEST:

TERRA RESOURCES, INC.

Secretary

BY: _____
RAY W. ~~WILLIAMS~~, President
WINTERS

PHILLIPS PETROLEUM COMPANY

BY: _____
Cliff Ohr, Attorney-in-Fact

THE STATE OF TEXAS I
COUNTY OF MIDLAND I

The foregoing instrument was acknowledged before me this _____ day of _____, 1978, by ROBERT K. HILLIN

My Commission Expires: _____
Notary Public in and for Midland
County, _____ Texas

THE STATE OF I
COUNTY OF I

The foregoing instrument was acknowledged before me this _____ day of _____, 1978, by _____ of _____ a corporation, on behalf of said corporation

My Commission Expires: _____
Notary Public in and for _____
County, _____

THE STATE OF TEXAS I
COUNTY OF HARRIS I

The foregoing instrument was acknowledged before me this 22 day of June, 1978, by Cliff Ohr, Attorney-In-Fact for PHILLIPS PETROLEUM COMPANY, a corporation, on behalf of said corporation.

Notary Public in and for HARRIS
County, TEXAS
RAYMOND CHARRIS

My Commission Expires:
May 23, 1980

RESIGNATION OF OPERATOR AND
APPOINTMENT OF SUCCESSOR
OPERATOR - BURRO CANYON UNIT
CHAVES AND OTERO COUNTIES, NEW MEXICO

WHEREAS, the UNIT AGREEMENT and UNIT OPERATING AGREEMENT for the development and operation of the BURRO CANYON UNIT in Chaves and Otero Counties, New Mexico, both dated December 15, 1977, each designated ROBERT K. HILLIN as Unit Operator for said unit; and

WHEREAS, each of the above identified agreements provide for the resignation of the Unit Operator and the designation of a successor Unit Operator; and

WHEREAS, the said Robert K. Hillin desires to resign as Unit Operator and Terra Resources, Inc. desires to be designated as the successor Unit Operator; and

WHEREAS, Robert K. Hillin; Cities Service Company; Phoenix Resources Company (formerly King Resources Company); Phillips Petroleum Company; Natural Resources ^{Corporation} ~~Company~~; and Terra Resources, Inc. (successor in interest to a portion of the working interest owned by Robert K. Hillin in said Burro Canyon Unit), being all of the Working Interest Owners in the subject unit, desire to accept the resignation of Robert K. Hillin as Unit Operator and select and approve Terra Resources, Inc. as successor Unit Operator; and

WHEREAS, such resignation of the duties of Unit Operator by Robert K. Hillin and the assumption of the duties of Unit Operator by Terra Resources, Inc. will be effective upon the approval of this agreement by the Area Oil and Gas Supervisor for the United States Geological Survey and the Commissioner of Public Lands for the State of New Mexico as provided in Article 6, Pages 6 and 7, of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT:

- (1) Robert K. Hillin by the execution of this agreement does hereby resign as Unit Operator for the Burro Canyon Unit, such resignation to be effective upon acceptance and approval of this agreement by the Area Oil and Gas Supervisor and the Commissioner of Public Lands, as provided in the Unit Agreement, and upon the actual assumption of the duties of Unit Operator by Terra Resources, Inc.;
- (2) Terra Resources, Inc. by the execution of this agreement does hereby accept appointment as Unit Operator for the Burro Canyon Unit, such appointment to be effective upon acceptance and approval of this agreement

by the Area Oil and Gas Supervisor and the Commissioner of Public Lands, as provided in the Unit Agreement, and upon the actual assumption of the duties of Unit Operator by Terra Resources, Inc.;

- (3) Robert K. Hillin; Terra Resources, Inc.; Cities Service Company; Phoenix Resources Company (formerly King Resources Company); Phillips Petroleum Company; and Natural Resources ^{Corporation} ~~Company~~, being all of the Working Interest Owners in the Burro Canyon Unit, by the execution of this agreement do hereby accept the resignation of Robert K. Hillin as Unit Operator and designate Terra Resources, Inc. as successor Unit Operator, such resignation and designation to be effective upon acceptance and approval of this agreement by the Area Oil and Gas Supervisor and the Commissioner of Public Lands, as provided in the Unit Agreement, and upon the actual assumption of the duties of Unit Operator by Terra Resources, Inc. Also, by the execution hereof the parties hereto agree that a ratification of the Unit Agreement and Unit Operating Agreement is to be executed by Terra Resources, Inc. and do hereby consent to the filing of such ratification with the Area Oil and Gas Supervisor, Commissioner of Public Lands, and the New Mexico Oil Conservation Commission.

This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties and shall be binding upon all those parties who have executed such a counterpart, 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 to this instrument.

IN WITNESS WHEREOF, this agreement is executed this 7th day of June, 1978.

CITIES SERVICE COMPANY

BY: _____ Attorney-in-Fact

ROBERT K. HILLIN

ATTEST:

PHOENIX RESOURCES COMPANY
(formerly King Resources Company)

BY: _____ President

Secretary

ATTEST:

NATURAL RESOURCES ~~COMPANY~~ CORPORATION

BY: Henry H. Baker
Vice-President

Bryan Keith Callaway
Assistant Secretary

ATTEST:

TERRA RESOURCES, INC.

Secretary

BY: _____
RAY W. ~~WILLIAMS~~, President
WINTERS

PHILLIPS PETROELUM COMPANY

BY: _____
Attorney-in-Fact

THE STATE OF TEXAS I

COUNTY OF MIDLAND I

The foregoing instrument was acknowledged before me this _____ day of _____,
1978, by _____ ROBERT K. HILLIN _____.

My Commission Expires:

Notary Public in and for _____ Midland
County, _____ Texas _____

THE STATE OF COLORADO I

COUNTY OF DENVER I

The foregoing instrument was acknowledged before me this 7 day of June
1978, by Harvey L. Baker, Vice-President, of NATURAL RESOURCES COMPANY Corporation
a corporation, on behalf of said corporation

My Commission Expires:
5-12-78

Debra Milano
Notary Public in and for Denver
County, Colorado

THE STATE OF I

COUNTY OF I

The foregoing instrument was acknowledged before me this _____ day of _____,
1978, by _____, Attorney-In-Fact for _____
_____, a corporation, on behalf of said corporation.

Notary Public in and for _____
County, _____

My Commission Expires:

RESIGNATION OF OPERATOR AND
APPOINTMENT OF SUCCESSOR
OPERATOR - BURRO CANYON UNIT
CHAVES AND OTERO COUNTIES, NEW MEXICO

WHEREAS, the UNIT AGREEMENT and UNIT OPERATING AGREEMENT for the development and operation of the BURRO CANYON UNIT in Chaves and Otero Counties, New Mexico, both dated December 15, 1977, each designated ROBERT K. HILLIN as Unit Operator for said unit; and

WHEREAS, each of the above identified agreements provide for the resignation of the Unit Operator and the designation of a successor Unit Operator; and

WHEREAS, the said Robert K. Hillin desires to resign as Unit Operator and Terra Resources, Inc. desires to be designated as the successor Unit Operator; and

WHEREAS, Robert K. Hillin; Cities Service Company; Phoenix Resources Company (formerly King Resources Company); Phillips Petroleum Company; Natural Resources ^{Corporation} ~~Company~~; and Terra Resources, Inc. (successor in interest to a portion of the working interest owned by Robert K. Hillin in said Burro Canyon Unit), being all of the Working Interest Owners in the subject unit, desire to accept the resignation of Robert K. Hillin as Unit Operator and select and approve Terra Resources, Inc. as successor Unit Operator; and

WHEREAS, such resignation of the duties of Unit Operator by Robert K. Hillin and the assumption of the duties of Unit Operator by Terra Resources, Inc. will be effective upon the approval of this agreement by the Area Oil and Gas Supervisor for the United States Geological Survey and the Commissioner of Public Lands for the State of New Mexico as provided in Article 6, Pages 6 and 7, of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT:

- (1) Robert K. Hillin by the execution of this agreement does hereby resign as Unit Operator for the Burro Canyon Unit, such resignation to be effective upon acceptance and approval of this agreement by the Area Oil and Gas Supervisor and the Commissioner of Public Lands, as provided in the Unit Agreement, and upon the actual assumption of the duties of Unit Operator by Terra Resources, Inc.;
- (2) Terra Resources, Inc. by the execution of this agreement does hereby accept appointment as Unit Operator for the Burro Canyon Unit, such appointment to be effective upon acceptance and approval of this agreement

by the Area Oil and Gas Supervisor and the Commissioner of Public Lands, as provided in the Unit Agreement, and upon the actual assumption of the duties of Unit Operator by Terra Resources, Inc.;

- (3) Robert K. Hillin; Terra Resources, Inc.; Cities Service Company; Phoenix Resources Company (formerly King Resources Company); Phillips Petroleum Company; and Natural Resources ^{Corporation} ~~Company~~, being all of the Working Interest Owners in the Burro Canyon Unit, by the execution of this agreement do hereby accept the resignation of Robert K. Hillin as Unit Operator and designate Terra Resources, Inc. as successor Unit Operator, such resignation and designation to be effective upon acceptance and approval of this agreement by the Area Oil and Gas Supervisor and the Commissioner of Public Lands, as provided in the Unit Agreement, and upon the actual assumption of the duties of Unit Operator by Terra Resources, Inc. Also, by the execution hereof the parties hereto agree that a ratification of the Unit Agreement and Unit Operating Agreement is to be executed by Terra Resources, Inc. and do hereby consent to the filing of such ratification with the Area Oil and Gas Supervisor, Commissioner of Public Lands, and the New Mexico Oil Conservation Commission.

This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties and shall be binding upon all those parties who have executed such a counterpart, 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 to this instrument.

IN WITNESS WHEREOF, this agreement is executed this 12th day of June, 1978.

CITIES SERVICE COMPANY

BY: Wiley C. Hill
Wiley C. Hill Attorney-in-Fact

ROBERT K. HILLIN

ATTEST:

PHOENIX RESOURCES COMPANY
(formerly King Resources Company)

BY: _____
President

Secretary

ATTEST:

NATURAL RESOURCES ~~COMPANY~~ CORPORATION

BY: _____
Vice-President

Secretary

ATTEST:

TERRA RESOURCES, INC.

Secretary

BY: _____
RAY W. ~~WILLIAMS~~, President
WINTERS

PHILLIPS PETROELUM COMPANY

BY: _____
Attorney-in-Fact

THE STATE OF TEXAS I

COUNTY OF MIDLAND I

The foregoing instrument was acknowledged before me this _____ day of _____, 1978, by Robert K. Hillin

My Commission Expires: _____

Notary Public in and for Midland
County, Texas

THE STATE OF I

COUNTY OF I

The foregoing instrument was acknowledged before me this _____ day of _____, 1978, by _____ of _____ a corporation, on behalf of said corporation

My Commission Expires: _____

Notary Public in and for _____
County, _____

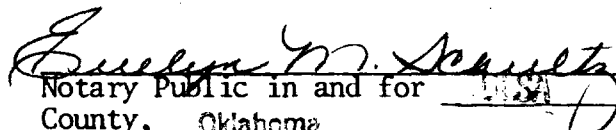
THE STATE OF Oklahoma I

COUNTY OF TULSA I

The foregoing instrument was acknowledged before me this 12th day of June, 1978, by Wiley C. Hill, Attorney-In-Fact for CITIES SERVICE COMPANY, a corporation, on behalf of said corporation.

My Commission Expires:

JUL 25 1980


Notary Public in and for TULSA
County, Oklahoma
Evelyn M. Schultz

RESIGNATION OF OPERATOR AND
APPOINTMENT OF SUCCESSOR
OPERATOR - BURRO CANYON UNIT
CHAVES AND OTERO COUNTIES, NEW MEXICO

WHEREAS, the UNIT AGREEMENT and UNIT OPERATING AGREEMENT for the development and operation of the BURRO CANYON UNIT in Chaves and Otero Counties, New Mexico, both dated December 15, 1977, each designated ROBERT K. HILLIN as Unit Operator for said unit; and

WHEREAS, each of the above identified agreements provide for the resignation of the Unit Operator and the designation of a successor Unit Operator; and

WHEREAS, the said Robert K. Hillin desires to resign as Unit Operator and Terra Resources, Inc. desires to be designated as the successor Unit Operator; and

WHEREAS, Robert K. Hillin; Cities Service Company; Phoenix Resources Company (formerly King Resources Company); Phillips Petroleum Company; Natural Resources Company; and Terra Resources, Inc. (successor in interest to a portion of the working interest owned by Robert K. Hillin in said Burro Canyon Unit), being all of the Working Interest Owners in the subject unit, desire to accept the resignation of Robert K. Hillin as Unit Operator and select and approve Terra Resources, Inc. as successor Unit Operator; and

WHEREAS, such resignation of the duties of Unit Operator by Robert K. Hillin and the assumption of the duties of Unit Operator by Terra Resources, Inc. will be effective upon the approval of this agreement by the Area Oil and Gas Supervisor for the United States Geological Survey and the Commissioner of Public Lands for the State of New Mexico as provided in Article 6, Pages 6 and 7, of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT:

- (1) Robert K. Hillin by the execution of this agreement does hereby resign as Unit Operator for the Burro Canyon Unit, such resignation to be effective upon acceptance and approval of this agreement by the Area Oil and Gas Supervisor and the Commissioner of Public Lands, as provided in the Unit Agreement, and upon the actual assumption of the duties of Unit Operator by Terra Resources, Inc.;
- (2) Terra Resources, Inc. by the execution of this agreement does hereby accept appointment as Unit Operator for the Burro Canyon Unit, such appointment to be effective upon acceptance and approval of this agreement

by the Area Oil and Gas Supervisor and the Commissioner of Public Lands, as provided in the Unit Agreement, and upon the actual assumption of the duties of Unit Operator by Terra Resources, Inc.;

- (3) Robert K. Hillin; Terra Resources, Inc.; Cities Service Company; Phoenix Resources Company (formerly King Resources Company); Phillips Petroleum Company; and Natural Resources Company, being all of the Working Interest Owners in the Burro Canyon Unit, by the execution of this agreement do hereby accept the resignation of Robert K. Hillin as Unit Operator and designate Terra Resources, Inc. as successor Unit Operator, such resignation and designation to be effective upon acceptance and approval of this agreement by the Area Oil and Gas Supervisor and the Commissioner of Public Lands, as provided in the Unit Agreement, and upon the actual assumption of the duties of Unit Operator by Terra Resources, Inc. Also, by the execution hereof the parties hereto agree that a ratification of the Unit Agreement and Unit Operating Agreement is to be executed by Terra Resources, Inc. and do hereby consent to the filing of such ratification with the Area Oil and Gas Supervisor, Commissioner of Public Lands, and the New Mexico Oil Conservation Commission.

This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties and shall be binding upon all those parties who have executed such a counterpart, 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 to this instrument.

IN WITNESS WHEREOF, this agreement is executed this 23rd day of June, 1978.

CITIES SERVICE COMPANY

BY: _____ Attorney-in-Fact

ROBERT K. HILLIN

ATTEST:

PHOENIX RESOURCES COMPANY
(formerly King Resources Company)

BY: _____ President

Secretary

ATTEST:

NATURAL RESOURCES COMPANY

BY: _____ Vice-President

Secretary

ATTEST



Secretary

WAC
RDN

TERRA RESOURCES, INC.

BY: 

R. W. WINTERS, President

PHILLIPS PETROEUM COMPANY

BY: _____
Attorney-in-Fact

THE STATE OF I

COUNTY OF I

The foregoing instrument was acknowledged before me this _____ day of _____, 1978, by _____.

My Commission Expires: _____

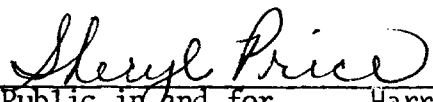
Notary Public in and for _____
County, _____

THE STATE OF TEXAS I

COUNTY OF HARRIS I

The foregoing instrument was acknowledged before me this 23 day of June, 1978, by R. W. WINTERS, President of TERRA RESOURCES, INC. a corporation, on behalf of said corporation

My Commission Expires:
August 9, 1979


Notary Public in and for Harris
County, Texas

THE STATE OF I

COUNTY OF I

The foregoing instrument was acknowledged before me this _____ day of _____, 1978, by _____, Attorney-In-Fact for _____, a corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public in and for _____
County, _____

RATIFICATION - BURRO CANYON UNIT
CHAVES & OTERO COUNTIES, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, certain instruments entitled UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE BURRO CANYON UNIT, Chaves and Otero Counties, New Mexico, and UNIT OPERATING AGREEMENT, BURRO CANYON UNIT, Chaves and Otero Counties, New Mexico, have been executed as of the 15th day of December, 1977, by various persons conducting operations with respect to the Burro Canyon Unit Area, located in Chaves and Otero Counties, New Mexico, as more particularly described in said Agreement; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein and, by Exhibit "B" describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned (whether one or more) is, or claims to be, the owner of a royalty, overriding royalty and/or working interest in one or more of the Tracts described in Exhibit "B" of the Unit Agreement.

NOW, THEREFORE, the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under each of said agreements, does hereby agree to become a party to and to be bound by the provisions of the said Unit Agreement, and also the said Unit Operating Agreement if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instruments agreeing to be bound by the provisions thereof. The undersigned does also hereby acknowledge receipt of a true copy of the said Unit Agreement, and also the said Unit Operating Agreement if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth opposite the undersigned's signature.

Date: 6-23-78

TERRA RESOURCES, INC.

BY: [Signature]
R. W. WINTERS, President

ATTEST: [Signature], Secretary

THE STATE OF TEXAS I
COUNTY OF HARRIS I

The foregoing instrument was acknowledged before me this 23 day of June, 1978, by R. W. WINTERS, President of TERRA RESOURCES, INC. a corporation, on behalf of said corporation.

[Signature]
Notary Public in and for Harris
County, Texas

My Commission Expires:
August 9, 1979

THE STATE OF I
COUNTY OF I

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

Notary Public in and for _____
County, _____

My Commission Expires:

WORKING INTEREST OWNER	TRACT NO.	TRACT ACRES	PERCENT OF W.I. OWNED IN TRACT	TRACT ACRES COMMITTED TO UNIT	TOTAL ACRES COMMITTED TO UNIT	WORKING INTEREST IN COMMITTED ACREAGE (PERCENT)
UNCOMMITTED TRACTS:						
Husky Oil Company of Delaware	15	920.00	100.00			
Penzoil Company	27	640.00	100.00			
Exxon Corporation	25	320.00	100.00			
Unleased	33	120.00	100.00			
TOTAL ACREAGE UNCOMMITTED		2,000.00				

(1) Subject to provisions of separate agreements between Robert K. Hillin and the indicated Working Interest Owners whereby Hillin is to bear all costs attributable to such indicated Working Interest Owners in connection with the drilling, testing, completing, equipping and operating or plugging and abandoning of the Initial Test Well and thereby earn certain interests from such indicated Working Interest Owners. Giving full effect to these agreements results in the following unit participations by the Working Interest Owners in costs and production:

WORKING INTEREST OWNER	INITIAL TEST WELL UNTIL PAYOUT		INITIAL TEST WELL AFTER PAYOUT AND SUBSEQUENT WELLS	
	Acres	Percent	Acres	Percent
Robert K. Hillin	15,296.240 (2)	91.83489 (2)	13,130.931 (2)	78.83490 (2)
Cities Service Company	1,360.000	8.16511	1,360.000	8.16511
King Resources Company	-0-	-0-	1,386.729	8.32558
Phillips Petroleum Company	-0-	-0-	619.880	3.72161
Natural Resources Corporation	-0-	-0-	158.700	0.95280
	16,656.240	100.00000%	16,656.240	100.00000%

WORKING INTEREST OWNER	TRACT NO.	TRACT ACRES	PERCENT OF W.I. OWNED IN TRACT	TRACT ACRES COMMITTED TO UNIT	TOTAL ACRES COMMITTED TO UNIT	WORKING INTEREST IN COMMITTED ACREAGE (PERCENT)
------------------------	-----------	-------------	--------------------------------	-------------------------------	-------------------------------	---

(2) By separate agreement Robert K. Hillin has agreed to assign certain of his rights in 5943.36 acres out of the subject Unit Area to Terra Resources, Inc. The said 5943.36 acres is described below, which acreage is sometimes referred to as the "South Block", with the balance of the Unit Area being sometimes referred to as the "North Block", as also described below:

SOUTH BLOCK

TOWNSHIP 20-1/2 SOUTH, RANGE 20 EAST

	<u>Acres</u>
Section 34: All	274.64
Section 35: All	273.12
Section 36: All	271.52
<u>TOWNSHIP 21 SOUTH, RANGE 20 EAST</u>	
Section 1: All	640.96
Section 2: All	641.52
Section 3: All	641.60
Section 10: All	640.00
Section 11: All	640.00
Section 12: All	640.00
Section 13: All	640.00
Section 14: All	640.00
TOTAL:	5,943.36

NORTH BLOCK

TOWNSHIP 20 SOUTH, RANGE 20 EAST

	<u>Acres</u>
Section 19: All	638.64
Section 20: All	640.00
Section 21: W/2,NW/4 NE/4	360.00
Section 22: All	640.00
Section 23: All	640.00
Section 24: W/2	320.00
Section 26: All	640.00
Section 27: E/2 NW/4,NE/4,N/2 SE/4	320.00
Section 28: W/2	320.00
Section 29: All	640.00
Section 30: All	639.12
Section 31: All	639.68
Section 32: All	640.00
Section 33: All	640.00
Section 34: N/2,N/2 S/2,SW/4 SE/4	520.00
Section 35: All	640.00
Section 36: All	640.00

TOWNSHIP 20-1/2 SOUTH, RANGE 20 EAST

Section 32: All	277.40
Section 33: All	276.20

TOWNSHIP 21 SOUTH, RANGE 20 EAST

Section 4: All	641.84
TOTAL:	10,712.88

WORKING INTEREST OWNER	TRACT NO.	TRACT ACRES	PERCENT OF W.I. OWNED IN TRACT	TRACT ACRES COMMITTED TO UNIT	TOTAL ACRES COMMITTED TO UNIT	WORKING INTEREST IN COMMITTED ACREAGE (PERCENT)
------------------------	--------------	----------------	--------------------------------------	-------------------------------------	-------------------------------------	---

Giving full effect to the agreement between Hillin & Terra results in the following percentage participations by the Working Interest Owners in both the South Block and the North Block:

SOUTH BLOCK

WORKING INTEREST OWNER

INITIAL WELL THROUGH CHOKE

INITIAL WELL FROM
CHOKE UNTIL PAYOUT

INITIAL WELL AFTER
PAYOUT AND
SUBSEQUENT WELLS

Terra Resources, Inc.
Robert K. Hillin
Cities Service Company
Phoenix Resources Company (formerly King Resources
Company)
Phillips Petroleum Company
Natural Resources Corporation

91.83489%
-0-
8.16511

-0-
-0-
-0-
100.00000%

86.83489%
5.00000
8.16511

-0-
-0-
-0-
100.00000%

73.83490%
5.00000
8.16511

8.32558
3.72161
0.95280
100.00000%

NORTH BLOCK

APPLICABLE TO
SUBSEQUENT WELLS ONLY

Robert K. Hillin
Cities Service Company
Phoenix Resources Company (formerly King Resources Company)
Phillips Petroleum Company
Natural Resources Corporation

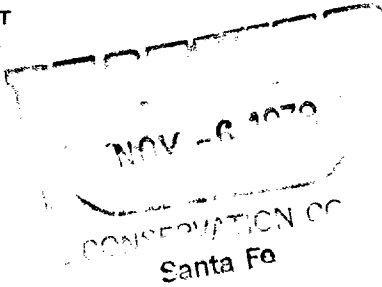
78.83490%
8.16511
8.32558
3.72161
0.95280
100.00000%

GRIFFIN & BURNETT, INC.

Oil Properties

KENNETH H. GRIFFIN
GARY G. BURNETT
BRYAN E. JONES

501 PETROLEUM BUILDING
MIDLAND, TEXAS 79701
915 683-2705



November 3, 1978

Re: File No. 3314
BURRO CANYON UNIT
Otero & Chaves Counties, New Mexico

U. S. GEOLOGICAL SURVEY
P. O. Drawer 1857
Roswell, New Mexico 88201

COMMISSIONER OF PUBLIC LANDS
P. O. Box 1148
Santa Fe, New Mexico 87501

✓ OIL CONSERVATION COMMISSION
State Land Office Building
Santa Fe, New Mexico 87501

No. 6098

Gentlemen:

Mr. Robert K. Hillin has assigned certain leasehold interests in the subject unit area to Aminoil USA, Inc., Mitchell Energy Corporation, Grace Petroleum Corporation and Felmont Oil Corporation. To give effect to the assignments we enclose herewith for each of you the following items:

- 1) Revised Exhibit "C" for the Unit Operating Agreement. It is requested that you substitute same for the exhibit you now have.
- 2) Ratification of the Unit Agreement and the Unit Operating Agreement executed by:

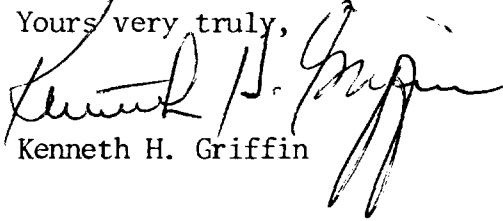
Aminoil USA, Inc.
Mitchell Energy Corporation
Grace Petroleum Corporation
Felmont Oil Corporation

- 3) Copy of letter dated August 2, 1978 executed by Terra Resources, Inc., Robert K. Hillin, Phoenix Resources Company, Phillips Petroleum Company, Natural Resources Corporation and Cities Service Company authorizing us to file the ratifications listed under (2) above.

Page Two

Please let us know if any further information is needed.

Yours very truly,



Kenneth H. Griffin

KHG/gp
Enclosure

cc: Working Interest Owners

WORKING INTEREST OWNERS

TERRA RESOURCES, INC.
Suite 200, Wall Towers West
Midland, Texas 79701
Attention: Mr. Jim W. Eggleston

ROBERT K. HILLIN
Midland National Bank Tower
Midland, Texas 79701
Attention: Mr. W. Charles Snow

PHOENIX RESOURCES COMPANY
P. O. Box 9698
South Denver Station
Denver, Colorado 80209
Attention: Mr. R. E. Dippo

PHILLIPS PETROLEUM COMPANY
P. O. Box 1967
Houston, Texas 77001
Attention: Mr. S. A. Rever

NATURAL RESOURCES CORPORATION
500 Denver Club Building
Denver, Colorado 80202
Attention: Mr. Harvey L. Baker

CITIES SERVICE COMPANY
P. O. Box 1919
Midland, Texas 79701
Attention: Mr. John W. Young

AMINOIL USA, INC.
600 Western United Life Building
Midland, Texas 79701

MITCHELL ENERGY CORPORATION
3900 One Shell Plaza
Houston, Texas 77002

GRACE PETROLEUM CORPORATION
Broadway Executive Park
6501 W. Broadway
Oklahoma City, Oklahoma 73116

FELMONT OIL CORPORATION
P. O. Box 2266
Midland, Texas 79702

EXHIBIT "C"

ATTACHED TO AND MADE A PART OF THE BURRO CANYON UNIT
OPERATING AGREEMENT, CHAVES & OTERO COUNTIES, NEW MEXICO

OWNERSHIP AND WORKING INTEREST SCHEDULE

WORKING INTEREST OWNER	TRACT NO.	TRACT ACRES	PERCENT OF W.I. OWNED IN TRACT	TRACT ACRES COMMITTED TO UNIT	TOTAL ACRES COMMITTED TO UNIT	WORKING INTEREST IN COMMITTED ACREAGE (PERCENT)
Robert K. Hillin	2	80.00	100.00	80.00 (1)		
	3	320.00	100.00	320.00 (1)		
	4	480.00	100.00	480.00 (1)		
	10	80.00	100.00	80.00 (3)		
	10	520.00	68.00	353.60 (3)		
	11	160.00	100.00	160.00 (3)		
	12	400.00	100.00	400.00 (3)		
	14	802.58	100.00	802.58 (3)		
	16	80.00	100.00	80.00 (3)		
	17	640.96	100.00	640.96		
	18	40.00	100.00	40.00		
	19	40.00	100.00	40.00 (3)		
	21	560.00	100.00	560.00 (3)		
	22	319.63	100.00	319.63 (3)		
	23	840.00	100.00	840.00 (3)		
	24	276.20	100.00	276.20 (3)		
	26	547.76	100.00	547.76		
	28	40.00	100.00	40.00 (3)		
	29	2,560.00	100.00	2,560.00 (3)		
	30	400.00	100.00	400.00 (3)		
	31	960.54	100.00	960.54 (3)		
	32	200.00	100.00	200.00 (3)		

WORKING INTEREST OWNER	TRACT NO.	TRACT ACRES	PERCENT OF W.I. OWNED IN TRACT	TRACT ACRES COMMITTED TO UNIT	TOTAL ACRES COMMITTED TO UNIT	WORKING INTEREST IN COMMITTED ACREAGE (PERCENT)
Robert K. Hillin-continued	37	80.00	100.00	80.00		
	38	40.00	100.00	40.00		
	41	641.52	60.00	384.912		
	42	120.00	1 0.00	120.00 (3)		
	43	159.44	100.00	159.44 (3)	10,965.622	65.83492
Cities Service Company	6	80.00	100.00	80.00		
	13	640.00	100.00	640.00		
	40	640.00	100.00	640.00	1,360.000	8.16511
King Resources Company	5	238.93	100.00	238.93		
	7	920.00	100.00	920.00		
	8	120.00	100.00	120.00		
	9	640.00	100.00	640.00		
	10	520.00	32.00	166.40		
	34	160.00	100.00	160.00		
	35	271.52	100.00	271.52		
	41	641.52	40.00	256.608	2,773.458	16.65116 (1)
	20	560.00	100.00	560.00		
	39	679.76	100.00	679.76	1,239.760	7.44322 (1)
Natural Resources Corporation	1	40.00	100.00	40.00		
	36	277.40	100.00	277.40	317.400	1.90559 (1)
TOTAL ACREAGE COMMITTED					16,656.24	100.00000%

WORKING INTEREST OWNER	TRACT NO.	TRACT ACRES	PERCENT OF W.I. OWNED IN TRACT	TRACT ACRES COMMITTED TO UNIT	TOTAL ACRES COMMITTED TO UNIT	WORKING INTEREST IN COMMITTED ACREAGE (PERCENT)
UNCOMMITTED TRACTS:						
Husky Oil Company of Delaware	15	920.00	100.00			
Penzoil Company	27	640.00	100.00			
Exxon Corporation	25	320.00	100.00			
Unleased	33	120.00	100.00			
TOTAL ACREAGE UNCOMMITTED		2,000.00				

(1) Subject to provisions of separate agreements between Robert K. Hillin and the indicated Working Interest Owners whereby Hillin is to bear all costs attributable to such indicated Working Interest Owners in connection with the drilling, testing, completing, equipping and operating or plugging and abandoning of the Initial Test Well and thereby earn certain interests from such indicated Working Interest Owners. Giving full effect to these agreements results in the following unit participations by the Working Interest Owners in costs and production:

WORKING INTEREST OWNER	INITIAL TEST WELL UNTIL PAYOUT		INITIAL TEST WELL AFTER PAYOUT AND SUBSEQUENT WELLS	
	Acres	Percent	Acres	Percent
Robert K. Hillin	15,296.240 (2) (3)	91.83489 (2) (3)	13,130.931 (2) (3)	78.83490 (2) (3)
Cities Service Company	1,360.000	8.16511	1,360.000	8.16511
King Resources Company	-0-	-0-	1,386.729	8.32558
Phillips Petroleum Company	-0-	-0-	619.880	3.72161
Natural Resources Corporation	-0-	-0-	158.700	0.95280
	16,656.240	100.00000%	16,656.240	100.00000%

WORKING INTEREST OWNER	TRACT NO.	TRACT ACRES	PERCENT OF W.I. OWNED IN TRACT	TRACT ACRES COMMITTED TO UNIT	TOTAL ACRES COMMITTED TO UNIT	WORKING INTEREST IN COMMITTED ACREAGE (PERCENT)
------------------------	-----------	-------------	--------------------------------	-------------------------------	-------------------------------	---

(2) By separate agreement Robert K. Hillin has agreed to assign certain of his rights in 5943.36 acres out of the subject Unit Area to Terra Resources, Inc. The said 5943.36 acres is described below, which acreage is sometimes referred to as the "South Block", with the balance of the Unit Area being sometimes referred to as the "North Block", as also described below:

SOUTH BLOCK

TOWNSHIP 20-1/2 SOUTH, RANGE 20 EAST

	<u>Acres</u>
Section 34: All	274.64
Section 35: All	273.12
Section 36: All	271.52
<u>TOWNSHIP 21 SOUTH, RANGE 20 EAST</u>	
Section 1: All	640.96
Section 2: All	641.52
Section 3: All	641.60
Section 10: All	640.00
Section 11: All	640.00
Section 12: All	640.00
Section 13: All	640.00
Section 14: All	640.00
TOTAL:	5,943.36

NORTH BLOCK

TOWNSHIP 20 SOUTH, RANGE 20 EAST

	<u>Acres</u>
Section 19: All	638.64
Section 20: All	640.00
Section 21: W/2,NW/4 NE/4	360.00
Section 22: All	640.00
Section 23: All	640.00
Section 24: W/2	320.00
Section 26: All	640.00
Section 27: E/2 NW/4,NE/4,N/2 SE/4	320.00
Section 28: W/2	320.00
Section 29: All	640.00
Section 30: All	639.12
Section 31: All	639.68
Section 32: All	640.00
Section 33: All	640.00
Section 34: N/2,N/2 S/2,SW/4 SW/4	520.00
Section 35: All	640.00
Section 36: All	640.00
<u>TOWNSHIP 20-1/2 SOUTH, RANGE 20 EAST</u>	
Section 32: All	277.40
Section 33: All	276.20

TOWNSHIP 21 SOUTH, RANGE 20 EAST

Section 4: All	641.84
TOTAL:	10,712.88

WORKING INTEREST OWNER	TRACT NO.	TRACT ACRES	PERCENT OF W.I. OWNED IN TRACT	TRACT ACRES COMMITTED TO UNIT	TOTAL ACRES COMMITTED TO UNIT	WORKING INTEREST IN COMMITTED ACREAGE (PERCENT)
------------------------	-----------	-------------	--------------------------------	-------------------------------	-------------------------------	---

Giving full effect to the agreement between Hillin & Terra results in the following percentage participations by the Working Interest Owners in the South Block:

SOUTH BLOCK

WORKING INTEREST OWNER

INITIAL WELL THROUGH CHOKE

INITIAL WELL FROM CHOKE UNTIL PAYOUT

INITIAL WELL AFTER PAYOUT AND SUBSEQUENT WELLS

Terra Resources, Inc.
Robert K. Hillin
Cities Service Company
Phoenix Resources Company (formerly King Resources Company)
Phillips Petroleum Company
Natural Resources Corporation

91.83489%
-0-
8.16511

-0-
-0-
-0-
100.00000%

86.83489%
5.00000
8.16511

-0-
-0-
-0-
100.00000%

73.83490%
5.00000
8.16511

8.32558
3.72161
0.95280
100.00000%

(3) Robert K. Hillin has also conveyed the percentage interests shown below in 7710.39 net leasehold acres to the named parties in the leasehold interests owned by him in these tracts, insofar as such leases cover lands within the "North Block" as described above (in this regard it is noted that only 160.98 acres out of Unit Tract 14 is within said "North Block"):

25.0% - Aminoil USA, Inc.
25.0% - Mitchell Energy Corporation
12.5% - Grace Petroleum Corporation
12.5% - Felmont Oil Corporation

Giving full effect to the conveyances from Hillin to Aminoil, Mitchell, and Felmont results in the following percentage participations by the Working Interest Owners in the North Block:

DECLARATION - BURRO CANYON UNIT
CHAVES & OTERO COUNTIES, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, certain instruments entitled UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE BURRO CANYON UNIT, Chaves and Otero Counties, New Mexico, and UNIT OPERATING AGREEMENT, BURRO CANYON UNIT, Chaves and Otero Counties, New Mexico, have been executed as of the 15th day of December, 1977, by various persons conducting operations with respect to the Burro Canyon Unit Area, located in Chaves and Otero Counties, New Mexico, as more particularly described in said Agreement; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein and, by Exhibit "B" describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned (whether one or more) is, or claims to be, the owner of a royalty, overriding royalty and/or working interest in one or more of the Tracts described in Exhibit "B" of the Unit Agreement.

NOW, THEREFORE, the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under each of said agreements, does hereby agree to become a party to and to be bound by the provisions of the said Unit Agreement, and also the said Unit Operating Agreement if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instruments agreeing to be bound by the provisions thereof. The undersigned does also hereby acknowledge receipt of a true copy of the said Unit Agreement, and also the said Unit Operating Agreement if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth opposite the undersigned's signature.

Date: 8/31/1978

AMINOIL USA, INC.

BY: Bill W. Johnson

BILL W. JOHNSON
Contract Agent

THE STATE OF TEXAS I

COUNTY OF MIDLAND I

The foregoing instrument was acknowledged before me this 31st day of August, 1978, by BILL W. JOHNSON, Contract Agent of for Aminoil USA, Inc. a corporation, on behalf of said corporation.

Leah Atchley
Notary Public in and for Midland
County, Texas

My Commission Expires:

June 30, 1980

THE STATE OF I

COUNTY OF I

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

Notary Public in and for _____
County, _____

My Commission Expires:

RATIFICATION - BURRO CANYON UNIT
CHAVES & OTERO COUNTIES, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, certain instruments entitled UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE BURRO CANYON UNIT, Chaves and Otero Counties, New Mexico, and UNIT OPERATING AGREEMENT, BURRO CANYON UNIT, Chaves and Otero Counties, New Mexico, have been executed as of the 15th day of December, 1977, by various persons conducting operations with respect to the Burro Canyon Unit Area, located in Chaves and Otero Counties, New Mexico, as more particularly described in said Agreement; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein and, by Exhibit "B" describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned (whether one or more) is, or claims to be, the owner of a royalty, overriding royalty and/or working interest in one or more of the Tracts described in Exhibit "B" of the Unit Agreement.

NOW, THEREFORE, the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under each of said agreements, does hereby agree to become a party to and to be bound by the provisions of the said Unit Agreement, and also the said Unit Operating Agreement if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instruments agreeing to be bound by the provisions thereof. The undersigned does also hereby acknowledge receipt of a true copy of the said Unit Agreement, and also the said Unit Operating Agreement if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth opposite the undersigned's signature.

Date: August 14, 1978

MITCHELL ENERGY CORPORATION

BY: L. M. Vass

L. M. VASS SENIOR Vice-President

ATTEST:

THE STATE OF TEXAS I

COUNTY OF HARRIS I

William C. Caudery
Assistant Secretary

The foregoing instrument was acknowledged before me this 11th day of August, 1978, by Senior Vice-President of MITCHELL ENERGY CORPORATION a corporation, on behalf of said corporation.

Patricia A. Valsa
Notary Public in and for Harris
County, Texas

My Commission Expires:

PATRICIA A. VAESA
Notary Public in and for Harris County, Texas
My Commission Expires April 30, 1979

THE STATE OF I

COUNTY OF I

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

Notary Public in and for _____
County, _____

My Commission Expires:

RATIFICATION - BURRO CANYON UNIT
CHAVES & OTERO COUNTIES, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, certain instruments entitled UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE BURRO CANYON UNIT, Chaves and Otero Counties, New Mexico, and UNIT OPERATING AGREEMENT, BURRO CANYON UNIT, Chaves and Otero Counties, New Mexico, have been executed as of the 15th day of December, 1977, by various persons conducting operations with respect to the Burro Canyon Unit Area, located in Chaves and Otero Counties, New Mexico, as more particularly described in said Agreement; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein and, by Exhibit "B" describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned (whether one or more) is, or claims to be, the owner of a royalty, overriding royalty and/or working interest in one or more of the Tracts described in Exhibit "B" of the Unit Agreement.

NOW, THEREFORE, the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under each of said agreements, does hereby agree to become a party to and to be bound by the provisions of the said Unit Agreement, and also the said Unit Operating Agreement if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instruments agreeing to be bound by the provisions thereof. The undersigned does also hereby acknowledge receipt of a true copy of the said Unit Agreement, and also the said Unit Operating Agreement if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth opposite the undersigned's signature.

Date: AUG 31 1978

GRACE PETROLEUM CORPORATION

BY: James D. Thomas

Vice-President *de*

THE STATE OF OKLAHOMA I

COUNTY OF OKLAHOMA I

ATTEST:

Robert C. Linn
Notary Public Secretary

The foregoing instrument was acknowledged before me this 31st day of August, 1978, by James D. Thomas Vice-President of GRACE PETROLEUM CORPORATION a corporation, on behalf of said corporation.

J. Bailey Clark
Notary Public in and for Oklahoma
County, Oklahoma

My Commission Expires:

2-16-81

THE STATE OF I

COUNTY OF I

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

Notary Public in and for _____
County, _____

My Commission Expires:

RATIFICATION - BURRO CANYON UNIT
CHAVES & OTERO COUNTIES, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, certain instruments entitled UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE BURRO CANYON UNIT, Chaves and Otero Counties, New Mexico, and UNIT OPERATING AGREEMENT, BURRO CANYON UNIT, Chaves and Otero Counties, New Mexico, have been executed as of the 15th day of December, 1977, by various persons conducting operations with respect to the Burro Canyon Unit Area, located in Chaves and Otero Counties, New Mexico, as more particularly described in said Agreement; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein and, by Exhibit "B" describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned (whether one or more) is, or claims to be, the owner of a royalty, overriding royalty and/or working interest in one or more of the Tracts described in Exhibit "B" of the Unit Agreement.

NOW, THEREFORE, the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under each of said agreements, does hereby agree to become a party to and to be bound by the provisions of the said Unit Agreement, and also the said Unit Operating Agreement if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instruments agreeing to be bound by the provisions thereof. The undersigned does also hereby acknowledge receipt of a true copy of the said Unit Agreement, and also the said Unit Operating Agreement if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth opposite the undersigned's signature.

Date: August 10, 1978

FELMONT OIL CORPORATION

BY: T. Verne Dwyer
T. VERNE DWYER, Vice President

THE STATE OF TEXAS I
COUNTY OF MIDLAND I

ATTEST:
BY: Janna Hunt
Assistant Secretary

The foregoing instrument was acknowledged before me this 10th day of August, 1978, by T. VERNE DWYER, Vice President of FELMONT OIL CORPORATION a corporation, on behalf of said corporation.

Judy M. Heibel
Notary Public in and for Midland
County, Texas

My Commission Expires:
9/21/79

THE STATE OF I
COUNTY OF I

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

Notary Public in and for _____
County, _____

My Commission Expires:

GRIFFIN & BURNETT, INC.

Oil Properties

KENNETH H. GRIFFIN
GARY G. BURNETT
BRYAN E. JONES

501 PETROLEUM BUILDING
MIDLAND, TEXAS 79701
915 683-2705

August 2, 1978

Re: File No. 3314
BURRO CANYON UNIT
Otero & Chaves Counties, New Mexico

✓ TERRA RESOURCES, INC.
Suite 200, Wall Towers West
Midland, Texas 79701
Attention: Mr. Jim W. Eggleston

ROBERT K. HILLIN
Midland National Bank Tower
Midland, Texas 79701
Attention: Mr. W. Charles Snow

PHOENIX RESOURCES COMPANY
P. O. Box 9698
South Denver Station
Denver, Colorado 80209
Attention: Mr. R. E. Dipbo

PHILLIPS PETROLEUM COMPANY
P. O. Box 1967
Houston, Texas 77001
Attention: Mr. S. A. Rever

NATURAL RESOURCES CORPORATION
500 Denver Club Building
Denver, Colorado 80202
Attention: Mr. Harvey L. Baker

CITIES SERVICE COMPANY
P. O. Box 1919
Midland, Texas 79701
Attention: Mr. John W. Young

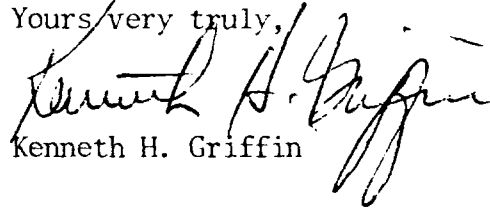
Gentlemen:

Mr. Robert K. Hillin has agreed to assign certain leasehold interests in the subject unit, lying within the "North Block", to Aminoil USA, Inc., Mitchell Energy Corporation, Grace Petroleum Corporation and Felmont Oil Corporation. To give effect to these assignments we enclose herewith a revised Exhibit "C" for the Unit Operating Agreement and request that you substitute same for the exhibit you now have. As you will note the trade between Hillin and these parties does not change the percentage ownership of Terra, Phoenix, Phillips, Natural or Cities in any way in either the "North" or "South" block.

Page Two

We also enclose herewith copies of ratifications to be executed by each of these companies which will then be filed with the U.S.G.S, Commissioner of Public Lands and the Oil Conservation Commission. In order that we may file these ratifications with such agencies it is requested that you sign and return a copy of this letter authorizing us to make such filing.

Yours very truly,


Kenneth H. Griffin

KHG/gp
Enclosures

The ratifications mentioned, which are to be executed by Aminoil, Mitchell, Grace and Felmont, are hereby approved and you are authorized to file same with the applicable agencies when such execution is completed.

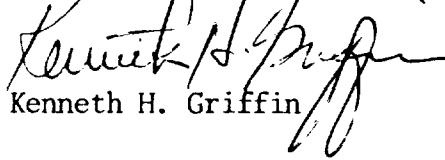

J. H. Dawson

Date: 8/21/78

Page Two

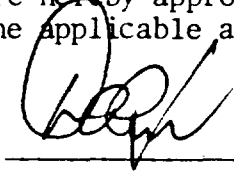
We also enclose herewith copies of ratifications to be executed by each of these companies which will then be filed with the U.S.G.S, Commissioner of Public Lands and the Oil Conservation Commission. In order that we may file these ratifications with such agencies it is requested that you sign and return a copy of this letter authorizing us to make such filing.

Yours very truly,


Kenneth H. Griffin

KHG/gp
Enclosures


The ratifications mentioned, which are to be executed by Aminoil, Mitchell, Grace and Felmont, are hereby approved and you are authorized to file same with the applicable agencies when such execution is completed.



Date: 8-4-78

We also enclose herewith copies of ratifications to be executed by each of these companies which will then be filed with the U.S.G.S, Commissioner of Public Lands and the Oil Conservation Commission. In order that we may file these ratifications with such agencies it is requested that you sign and return a copy of this letter authorizing us to make such filing.

Yours very truly,

Yours very truly,

Kenneth H. Griffin

KHG/ gp
Enclosures

The ratifications mentioned, which are to be executed by Aminoil, Mitchell, Grace and Felmont, are hereby approved and you are authorized to file same with the applicable agencies when such execution is completed.

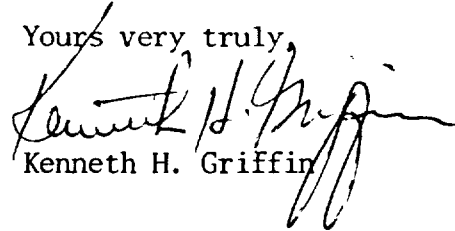
RED pipe bnto

Date: 8-8-78

Page Two

We also enclose herewith copies of ratifications to be executed by each of these companies which will then be filed with the U.S.G.S, Commissioner of Public Lands and the Oil Conservation Commission. In order that we may file these ratifications with such agencies it is requested that you sign and return a copy of this letter authorizing us to make such filing.

Yours very truly,


Kenneth H. Griffin

KHG/gp
Enclosures

The ratifications mentioned, which are to be executed by Aminoil, Mitchell, Grace and Felmont, are hereby approved and you are authorized to file same with the applicable agencies when such execution is completed.

PHILLIPS PETROLEUM COMPANY

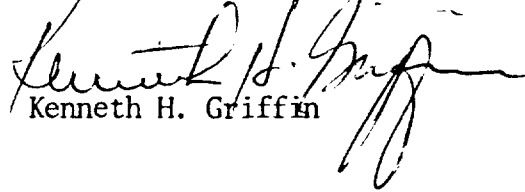
By: 

Cliff Ehr

Date: 8-15-78

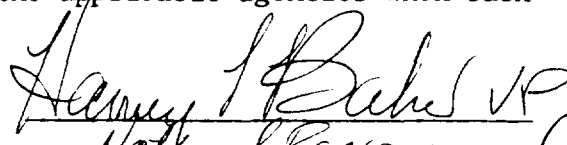
We also enclose herewith copies of ratifications to be executed by each of these companies which will then be filed with the U.S.G.S, Commissioner of Public Lands and the Oil Conservation Commission. In order that we may file these ratifications with such agencies it is requested that you sign and return a copy of this letter authorizing us to make such filing.

Yours very truly,


Kenneth H. Griffin

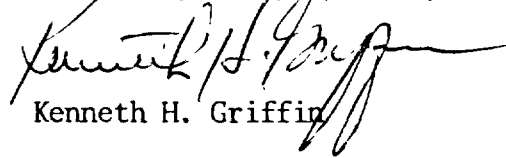
KHG/gp
Enclosures

The ratifications mentioned, which are to be executed by Aminoil, Mitchell, Grace and Felmont, are hereby approved and you are authorized to file same with the applicable agencies when such execution is completed.


Harry I. Baker VP
Natural Resources Corporation
Date: Aug 30, 1978

We also enclose herewith copies of ratifications to be executed by each of these companies which will then be filed with the U.S.G.S, Commissioner of Public Lands and the Oil Conservation Commission. In order that we may file these ratifications with such agencies it is requested that you sign and return a copy of this letter authorizing us to make such filing.

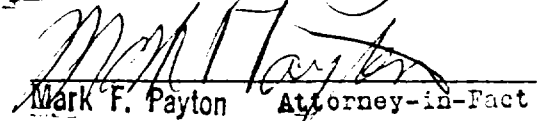
Yours very truly,


Kenneth H. Griffin

KHG/gp
Enclosures

The ratifications mentioned, which are to be executed by Aminoil, Mitchell, Grace and Felmont, are hereby approved and you are authorized to file same with the applicable agencies when such execution is completed.

CITIES SERVICE COMPANY


Mark F. Payton Attorney-in-Fact

Date: OCT 27 1978



United States Department of the Interior

GEOLOGICAL SURVEY
P. O. Drawer 1857
Roswell, New Mexico 88201

December 28, 1977

Griffin and Burnett, Inc.
Attention: Mr. Kenneth H. Griffin
501 Petroleum Building
Midland, Texas 79701

No. 6098

Gentlemen:

The Burro Canyon unit agreement, Otero and Chaves Counties, New Mexico, filed by you on behalf of Robert K. Hillin, was approved December 28, 1977. This agreement has been assigned No. 14-08-0001-18070 and is effective as of December 28, 1977.

Enclosed is one copy of the approved unit agreement. We request that you furnish the Commissioner of Public Lands, the Oil and Conservation Commission, both of the State of New Mexico, and other interested principals with appropriate evidence of your approval.

Sincerely yours,

(ORIGINAL) CARL C. TRAYWICK

CARL C. TRAYWICK
Acting Area Oil & Gas Supervisor

Enclosure

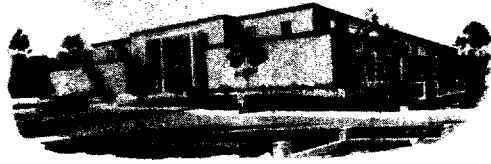
cc:
NIOCC, Santa Fe (1tr. only) *cc: NIOCC, Santa Fe*
Com. Pub. Lands, Santa Fe (1tr. only)

ILLEGIBLE



PHIL R. LUCERO
COMMISSIONER

State of New Mexico



Commissioner of Public Lands

December 27, 1977

RECEIVED
JAN 2 - 1978
Oil Conservation Commission

P. O. BOX 1148
SANTA FE, NEW MEXICO 87501

Mr. Kenneth H. Griffin
Griffin & Burnett, Inc.
501 Petroleum Building
Midland, Texas 79701

6098

Re: BURRO CANYON UNIT
Otero and Chaves Counties,
New Mexico

Dear Mr. Griffin:

The Commissioner of Public Lands has this date approved the Burro Canyon Unit, Otero and Chaves Counties, New Mexico, which you have filed on behalf of Mr. Robert K. Hillin. This approval is subject to like approval by the United States Geological Survey.

The Certificate of approval will be mailed to you as soon as the Commissioner or his signing official return to the office.

The filing fee in the amount of Three Hundred and Twenty (\$320.00) Dollars has been received.

When the United States Geological Survey approves this unit please advise this office so that we may finish processing same and ascertain the effective date.

Very truly yours,

PHIL R. LUCERO
COMMISSIONER OF PUBLIC LANDS

BY:
RAY D. GRAHAM, Director
Oil and Gas Division

PHL/EDG/s
cc:

OCC-Santa Fe, New Mexico ✓
USGS-Roswell, New Mexico
USGS-Albuquerque, New Mexico