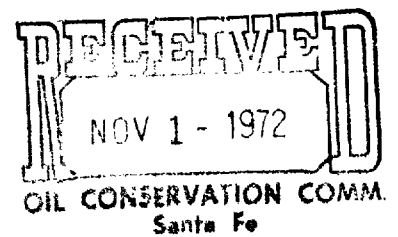


E. B. WHITE, JR.

P. O. BOX 1026

MIDLAND, TEXAS 79701

October 30, 1972



OFFICE PHONE
682-4434

RESIDENCE PHONE
683-1593

New Mexico Oil Conservation Commission
P. O. Box 2088
Santa Fe, New Mexico 87501
Attention: Mr. A. L. Porter, Jr., Secretary-Director

Re. Parkway West Unit, Eddy County, New Mexico (Your Case No.
4801 - Order No. R-4386)

Gentlemen:

On behalf of The Petroleum Corporation, Unit Operator, enclosed
are the following:

1. Certificate of Approval dated October 26, 1972, from
the Commissioner of Public Lands, covering the captioned.
2. An original copy of Unit Agreement executed on behalf
of the Unit Operator.
3. Fourteen (14) Ratifications and Joinders, executed by
all other Lessees of Record and Working Interest Owners
in the unit area.
4. Four (4) Ratifications, executed by certain Overriding
Royalty Interest Owners in the unit area.

Items 2 and 3 above constitute 100% commitment of all Lessees
of Record and all Working Interest Owners in the unit area.

Sincerely,

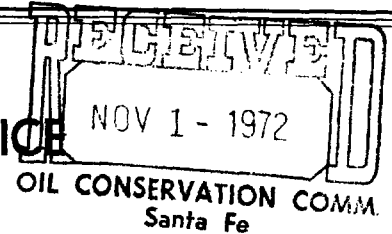
A handwritten signature in cursive script, appearing to read "E. B. White, Jr.", written over the typed name.

E. B. White, Jr.

EBW:w
encls



NEW MEXICO STATE LAND OFFICE



CERTIFICATE OF APPROVAL

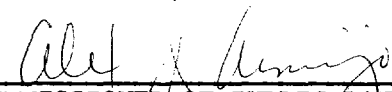
COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO
PARKWAY WEST UNIT AGREEMENT
EDDY COUNTY, NEW MEXICO

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 July 17, 1972, 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 26th. day of October, 19 72.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

14-072

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE

PARKWAY WEST UNIT AREA
EDDY COUNTY, NEW MEXICO

NO. _____

THIS AGREEMENT, entered into as of the 17th day of July, 1972, by and between the parties subscribing, ratifying or consenting hereto, and herein referred to as the "parties hereto";

WITNESSETH:

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

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Sec. 3, Chap. 88, Laws 1943) as amended by Dec. 1 of Chapter 162, Laws of 1951, (Chap. 7, Art. 11, Sec. 39, N. M. Statutes 1953 Annot.), to consent to and approve the development or operation of State Lands under agreements made by lessees of State Land jointly or severally with other lessees where such agreements provide for the unit operation or development of part of or all of any oil or gas pool, field, or area; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by and Act of the Legislature (Sec. 1, Chap. 162), (Laws of 1951, Chap. 7, Art. 11, Sec. 41, N. M. Statutes 1953 Annotated) to amend with the approval of lessee, evidenced by the lessee's execution of such agreement or otherwise, any oil and gas lease embracing State Lands so that the length of the term of said lease may coincide with the term of such agreements for the unit operation and development of part or all of any oil or gas pool, field, or area; and

WHEREAS, the Oil Conservation Commission of the State of New Mexico (hereinafter referred to as the "Commission"), is authorized by an Act of the Legislature (Chap. 72, Laws 1935; Chap. 65, Art. 3, Sec. 14, N. M. Statutes 1953 Annotated) to approve this agreement and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interests in the Parkway West Unit Area covering the land hereinafter described to give reasonably effective

control of operations therein; and

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

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

1. UNIT AREA: The following described land is hereby designated and recognized as constituting the unit area:

Township 19 South, Range 29 East, N. M. P. M.

Sections 20, 21, 22, 27, 28, 29

containing 3,840 acres, more or less,

Eddy County, New Mexico

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

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

2. UNITIZED SUBSTANCES: All oil, gas, natural gasoline, and associated fluid hydrocarbons in any and all formations of the unitized land are unitized under the terms of this agreement and herein are called "unitized substances".

3. UNIT OPERATOR: The Petroleum Corporation, whose address is 3303 Lee Parkway, Dallas, Texas 75219 is hereby designated as unit operator and by

signature hereto commits to this agreement all interest in unitized substances vested in it as set forth in Exhibit B, and agrees and consents to accept the duties and obligations of unit operator for the discovery, development and production of unitized substances as herein provided. Whenever reference is made herein to the unit operator, such reference means the unit operator acting in that capacity and not as an owner of interests in unitized substances, and the term "working interest owner" when used herein shall include or refer to unit operator as the owner of a working interest when such an interest is owned by it.

4. RESIGNATION OR REMOVAL OF UNIT OPERATOR: Unit operator shall have the right to resign at any time but such resignation shall not become effective until a successor unit operator has been selected and approved in the manner provided for in Section 5 of this agreement. The resignation of the unit operator shall not release the unit operator from any liability or any default by it hereunder occurring prior to the effective date of its resignation.

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

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

5. SUCCESSOR UNIT OPERATOR: Whenever the unit operator shall

resign as unit operator or shall be removed as hereinabove provided, the owners of the working interests according to their respective acreage interests in all unitized land shall by a majority vote select a successor unit operator; provided that, if a majority but less than seventy-five percent (75%) of the working interests qualified to vote is owned by one party to this agreement, a concurring vote of sufficient additional parties, so as to constitute in the aggregate not less than seventy-five percent (75%) of the total working interests, shall be required to select a new operator. Such selection shall not become effective until (a) a unit operator so selected shall accept in writing the duties and responsibilities of unit operator, and (b) the selection shall have been approved by the Commissioner. If no successor unit operator is selected and qualified as herein provided, the Commissioner at his election may declare this unit agreement terminated.

6. ACCOUNTING PROVISIONS: The unit operator shall pay in the first instance all costs and expenses incurred in conducting unit operations hereunder, and such costs and expenses and the working interest benefits accruing hereunder shall be apportioned, among the owners of the unitized working interests in accordance with an operating agreement entered into by and between the unit operator and the owners of such interests, whether one or more, separately or collectively. Any agreement or agreements entered into between the working interest owners and the unit operator as provided in this section, whether one or more, are herein referred to as the "Operating Agreement". No such agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve the unit operator of any right or obligation established under this unit agreement and in case of any inconsistencies or conflict between this unit agreement and the operating agreement, this unit agreement shall prevail.

7. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR: Except as otherwise specifically provided herein, the exclusive right, privilege and duty of exercising any and all rights of the parties hereto which are necessary or convenient for prospecting for, producing, storing, allocating and distributing the unitized substances are hereby delegated to and shall be exercised by the unit operator as herein provided. Acceptable evidence of title to said rights shall be deposited with said unit operator and, together

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

8. DRILLING TO DISCOVERY: The unit operator shall, within sixty (60) days after the effective date of this agreement, commence operations upon an adequate test well for oil and gas upon some part of the lands embraced within the unit area and shall drill said well with due diligence to a depth sufficient to attain the top of the Mississippian lime formation or to such a depth as unitized substances shall be discovered in paying quantities at a lesser depth or until it shall, in the opinion of unit operator, be determined that the further drilling of said well shall be unwarranted or impracticable; provided, however, that unit operator shall not, in any event, be required to drill said well to a depth in excess of 11,800 feet. Until a discovery of a deposit of unitized substances capable of being produced in paying quantities (to-wit: quantities sufficient to repay the costs of drilling and producing operations with a reasonable profit) unit operator shall continue drilling diligently, one well at a time, allowing not more than six months between the completion of one well and the beginning of the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of the Commissioner, or until it is reasonably proven to the satisfaction of the unit operator that the unitized land is incapable of producing unitized substances in paying quantities in the formation drilled hereunder.

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

agreement terminated, and all rights, privileges and obligations granted and assumed by this unit agreement shall cease and terminate as of such date.

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

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

After discovery of unitized substances in paying quantities, unit operator shall proceed with diligence to reasonably develop the unitized area as a reasonably prudent operator would develop such area under the same or similar circumstances.

If the unit operator should fail to comply with the above covenant for reasonable development this agreement may be terminated by the Commissioner as to all lands of the State of New Mexico embracing undeveloped regular well spacing or proration units, but in such event, the basis of participation by the working interest owners shall remain the same as if this agreement had not been terminated as to such lands; provided, however, the Commissioner shall give notice to the unit operator and the lessees of record in the manner prescribed by Sec. 7-11-14, N.M. Statutes 1953 Annotated, of intention to cancel on account of any alleged breach of said covenant for reasonable development and any decision entered thereunder shall be subject to appeal in the manner prescribed by Sec. 7-11-17, N.M. Statutes 1953 Annotated, and, provided further, in any event the unit operator shall be given a reasonable opportunity after a final determination within which to remedy any default, failing in which this agreement shall be terminated as to all lands of the State of New Mexico embracing undeveloped regular well spacing or proration units.

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

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

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

12. PAYMENT OF RENTALS, ROYALTIES AND OVERRIDING ROYALTIES : All rentals due the State of New Mexico shall be paid by the respective lease

owners in accordance with the terms of their leases.

All royalties due the State of New Mexico under the terms of the leases committed to this agreement shall be computed and paid on the basis of all unitized substances allocated to the respective leases committed hereto; provided, however, the State shall be entitled to take in kind its share of the unitized substances allocated to the respective leases, and in such case the unit operator shall make deliveries of such royalty oil in accordance with the terms of the respective leases.

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

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

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

13. LEASES AND CONTRACTS CONFORMED AND EXTENDED
INSOFAR AS THEY APPLY TO LANDS WITHIN THE UNITIZED AREA: The terms, conditions and provisions of all leases, subleases, operating agreements and other contracts relating to the exploration, drilling development or operation for oil or gas of the

lands committed to this agreement, shall as of the effective date hereof, be and the same are hereby expressly modified and amended insofar as they apply to lands within the unitized area to the extent necessary to make the same conform to the provisions hereof and so that the respective terms of said leases and agreements will be extended insofar as necessary to coincide with the term of this agreement and the approval of this agreement by the Commissioner and the respective lessors and lessees shall be effective to conform the provisions and extend the terms of each such lease as to lands within the unitized area to the provisions and terms of this agreement; but otherwise to remain in full force and effect. Each lease committed to this agreement, insofar as it applies to lands within the unitized area, shall continue in force beyond the term provided therein as long as this agreement remains in effect, provided, drilling operations upon the initial test well provided for herein shall have been commenced or said well is in the process of being drilled by the unit operator prior to the expiration of the shortest term lease committed to this agreement. Termination of this agreement shall not effect any lease which pursuant to the terms thereof or any applicable laws would continue in full force and effect thereafter. The commencement, completion, continued operation or production on each of the leasehold interests committed to this agreement and operations or production pursuant to this agreement shall be deemed to be operations upon and production from each leasehold interest committed hereto and there shall be no obligation on the part of the unit operator or any of the owners of the respective leasehold interests committed hereto to drill offsets to wells as between the leasehold interests committed to this agreement, except as provided in Section 9 hereof.

Any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto shall be segregated as to the portion committed and as to the portion not committed and the terms of such leases shall apply separately as to such segregated portions commencing as of the effective date hereof. Notwithstanding any of the provisions of this agreement to the contrary, any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease, if oil and gas, or either of them, are discovered and are being

produced in paying quantities from some part of the lands embraced in such lease committed to this agreement at the expiration of the secondary term of such lease, or if, at the expiration of the secondary term, the lessee or the unit operator is then engaged in bona fide drilling or reworking operations on some part of the lands embraced therein shall remain in full force and effect so long as such operations are being diligently prosecuted, and they result in the production of oil or gas, said lease shall continue in full force and effect as to all of the lands embraced therein, so long thereafter as oil and gas, or either of them, are being produced in paying quantities from any portion of said lands.

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

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

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

17. EFFECTIVE DATE AND TERM: This agreement shall become effective upon approval by the Commissioner and shall terminate in two years after such date unless (a) such date of expiration is extended by the Commissioner, or (b) a valuable discovery of unitized substances has been made on unitized land during said

initial term or any extension thereof in which case this agreement shall remain in effect so long as unitized substances are being produced from the unitized land and, should production cease, so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as the unitized substances so discovered can be produced as aforesaid. This agreement may be terminated at any time by not less than seventy-five percent (75%) on an acreage basis of the owners of the working interests, signatory hereto, with the approval of the Commissioner. Likewise, the failure to comply with the drilling requirements of Section 8 hereof, may subject this agreement to termination as provided in said section.

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

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

20. NOTICES: All notices, demands, or statements required hereunder to be given or rendered to the parties hereto, shall be deemed fully given, if given in writing and sent by postpaid registered mail, addressed to such party or parties at their respective addresses, set forth in connection with the signatures hereto or to the ratification or consent hereof, or to such other address as any such party may have furnished in writing to party sending the notice, demand, or statement.

21. UNAVOIDABLE DELAY: All obligations under this agreement requiring the unit operator to commence or continue drilling or to operate on or produce unitized substances from any of the lands covered by this agreement, shall be suspended while, but only so long as, the unit operator, despite the exercise of due care

and diligence, is prevented from complying with such obligations, in whole or in part, by strikes, war, acts of God, Federal, State, or municipal law or agencies, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary materials in open market, or other matters beyond the reasonable control of the unit operator, whether similar to matters herein enumerated or not.

22. LOSS OF TITLE: In the event title to any tract of unitized land or substantial interest therein shall fail, and the true owner cannot be induced to join the unit agreement so that such tract is not committed to this agreement, or the operation thereof hereunder becomes impracticable as a result thereof, such tract may be eliminated from the unitized area, and the interest of the parties readjusted as a result of such tract being eliminated from the unitized area. In the event of a dispute as to the title to any royalty, working, or other interest subject hereto, the unit operator may withhold payment or delivery of the allocated portion of the unitized substances involved on account thereof, without liability for interest until the dispute is finally settled, provided that no payments of funds due the State of New Mexico shall be withheld. Unit operator, as such, is relieved from any responsibility for any defect or failure of any title hereunder.

23. SUBSEQUENT JOINDER: Any oil or gas interest in lands within the unit area not committed hereto, prior to the submission of the agreement for final approval by the Commissioner, may be committed hereto by the owner or owners of such rights, subscribing or consenting to this agreement, or executing a ratification thereof, and if such owner is also a working interest owner, by subscribing to the operating agreement providing for the allocation of costs of exploration, development, and operation. A subsequent joinder shall be effective as of the first day of the month following the approval by the Commissioner and the filing with the Commission of duly executed counterparts of the instrument or instruments committing the interest of such owner to this agreement, but such joining party or parties, before participating in any benefits hereunder, shall be required to assume and pay to unit operator, their proportionate share of the unit expenses incurred prior to such party's or parties' joinder in the unit agreement, and the unit operator shall make appropriate adjustments caused

by such joinder, without any retroactive adjustment or revenue.

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

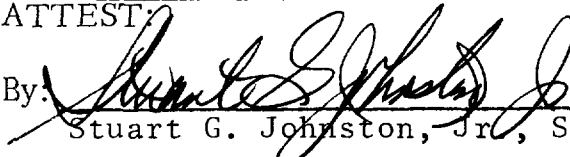
IN WITNESS WHEREOF, the undersigned parties hereto have caused this agreement to be executed as of the respective dates set forth opposite their signatures.

UNIT OPERATOR AND WORKING INTEREST OWNER

THE PETROLEUM CORPORATION

Date: September 8, 1972

ATTEST:

By: 
Stuart G. Johnston, Jr., Secretary

By: 

President

William Moss

OTHER WORKING INTEREST OWNERS

ATLANTIC RICHFIELD COMPANY

Date: _____

By: _____

Address: P. O. Box 1610
Midland, Texas 79701

HONDO OIL & GAS COMPANY

Date: _____

By: _____

Address: P. O. Box 1610
Midland, Texas 79701

UNION OIL COMPANY OF CALIFORNIA

Date: _____

By: _____

Address: P. O. Box 3100
Midland, Texas 79701

THE SUPERIOR OIL COMPANY

Date: _____

By: _____

Address: P. O. Box 1900
Midland, Texas 79701

SUN OIL COMPANY

Date: _____

By: _____

Address: P. O. Box 2880
Dallas, Texas 75221

ESTATE OF RALPH LOWE, DECEASED

Date: _____

By: _____

Address: P. O. Box 832
Midland, Texas 79701

MARY RALPH LOWE

Date: _____

By: _____

Address: P. O. Box 832
Midland, Texas 79701

BELL PETROLEUM COMPANY

Date: _____

By: _____

ATTEST:

By: _____

Address: Suite 700
16633 Ventura Blvd.
Encino, California 91316

CITIES SERVICE OIL COMPANY

Date: _____

By: _____

Address: P. O. Box 300
Tulsa, Oklahoma 74102

PENNZOIL COMPANY

Date: _____

By: _____

Address: P. O. Drawer 1828
Midland, Texas 79701

Date: _____

PERRY R. BASS

AND

Date: _____

NANCY LEE BASS, wife of Perry R. Bass

Address: 1211 Fort Worth National
Bank Building
Fort Worth, Texas

ALLIED CHEMICAL CORPORATION

Date: _____

By: _____

Address: 1300 Wilco Building
Midland, Texas 79701

Date: _____

HAL S. DEAN

AND

Date: _____

ESTELLA G. DEAN, wife of Hal S. Dean

Address: 1001 Midland National Bank Bldg.
Midland, Texas 79701

Date: _____

M. A. MACHRIS

AND

Date: _____

wife of M. A. Machris

Address: 11681 San Vicente Blvd.
Los Angeles, California 90049

Date: _____

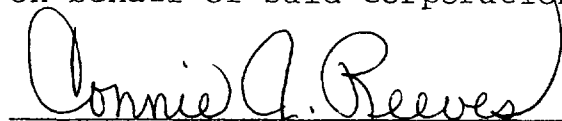
Erma Lowe

Address: Box 832
Midland, Texas 79701

THE STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 8th day of September, 1972, by William Moss, President of The Petroleum Corporation, a Delaware corporation, on behalf of said corporation.



Notary Public

My Commission Expires:

June 1, 1973

CONNIE J. REEVES

My Commission Expires June 1, 1973

R - 29 - E

Hondo K-3153 3-19-73 Superior K-3702 11-19-73 (3)	Union K-4251 7-21-74 (6)	Union K-3702 7-21-74 (4)	Low Est. etal L-6520-1 9-1-81 (18)	Superior K-3830 1-21-74 (5)	(16)
Pennzoil L-1513 10-15-78 (15)	Pennzoil L-1513 10-15-78 (15)	Low Est. etal L-6520-1 9-1-81 (18)	Sun E-701-5 HBP (1)	Atlantic K-4721 2-16-75 (11)	Atlantic K-4721 2-16-75 (11)
Hondo K-3153 3-19-73 (3)	Hondo K-3153 3-19-73 (3)	State (3)	State (18)	State (11)	State (11)
Cities Serv. K-3076-2 2-19-73 (2)	Atlantic K-5771 3-15-76 (12)	Hondo K-3153 3-19-73 (3)	Atlantic L-3100 7-15-79 (17)	Petro Corp. et al K-6949-2 5-16-77 (13)	Union K-4329 8-18-74 (7)
Sun E-701-5 HBP (1)	Atlantic K-5771 3-15-76 (12)	Union K-4588 12-15-74 (10)	Union K-4395 9-15-74 (9)	Union K-4588 12-15-74 (10)	Union K-4329 8-18-74 (7)
Sun K-4330-1 8-18-74 (8)	Bass L-323 10-17-77 (14)	Hondo K-3153 3-19-73 (3)	State (3)	State (7)	State (7)

T 19 S

T 19 S

EXHIBIT "A"
PARKWAY WEST UNIT
EDDY COUNTY, NEW MEXICO
SCALE: 1" = 2,000'

R - 29 - E

(1) Designates "Tract Number" as
shown on Exhibit B.

Type Land: State
Acres: 3,840
% of Unit: 100 %

EXHIBIT "B"
PARKWAY WEST UNIT
EDDY COUNTY, NEW MEXICO

Tract No.	Description of Land	Number of Acres	Serial No. and Expiration Date of Leases	Basic Royalty (All 12 $\frac{1}{2}$ %)	Lessee of Record	Overriding Royalty or Production Payment		Working Interest	
						Percentage	Percentage	and	Percentage
1	Sec. 21: N/2 SE/4 Sec. 29: W/2 NW/4	160	E-701-5 HBP	State of N. M.	Sun Oil Company	None		Sun Oil Company	50%
2	Sec. 29: W/2 NE/4, E/2 NW/4	160	K-3076-2 2-19-73	State of N. M.	Cities Service Oil Company	Robert E. Boling Tracy P. Clark	.50% .50%	Cities Service Oil	100%
3	Sec. 20: N/2 NW/4, SE/4 NW/4, SW/4 SE/4 Sec. 28: NW/4, SW/4 SW/4 Sec. 29: SE/4 SE/4	400	K-3153 3-19-73	State of N. M.	Hondo Oil & Gas Company	None		Hondo Oil & Gas	100%
4	Sec. 20: W/2 SW/4, SW/4 NW/4 Sec. 21: E/2 W/2	280	K-3702 11-19-73	State of N. M.	The Superior Oil Company	None		Superior Oil Co.	100%
5	Sec. 22: N/2 NW/4, S/2 NE/4	160	K-3830 1-21-74	State of N. M.	The Superior Oil Company	None		Superior Oil Co.	100%
6	Sec. 20: NE/4, NW/4 SE/4, SE/4 SE/4 Sec. 21: W/2 NW/4	320	K-4251 7-21-74	State of N. M.	Union Oil Company of California	None		Union Oil Co of California	100%

EXHIBIT "B" CONT'D.

Tract No.	Description of Land	Number of Acres	Serial No. and Expiration Date of Leases	Basic Royalty (All 12 $\frac{1}{2}$ %)	Lessee of Record	Overriding Royalty or Production Payment		Working Interest	
						Percentage	Percentage	and	Percentage
7	Sec. 27: E/2 NE/4, W/2 NW/4, SW/4 SW/4	200	K-4329 8-18-74	State of N. M.	Union Oil Company of California	None		Union Oil Co. of Cal	100%
8	Sec. 29: SE/4 NE/4, N/2 S/2, S/2 SW/4	280	K-4330-1 8-18-74	State of N. M.	Sun Oil Company	None		Sun Oil Co.	100%
9	Sec. 28: E/2 SE/4, E/2 SW/4	160	K-4395 9-15-74	State of N. M.	Union Oil Company of California	None		Union Oil Co. of Cal.	100%
10	Sec. 27: SW/4 NE/4, NW/4 SE/4 Sec. 28: NW/4 SW/4	120	K-4588 12-15-74	State of N. M.	Union Oil Company of California	None		Union Oil Co. of Cal.	100%
11	Sec. 22: SW/4 NW/4, NW/4 SW/4, N/2 SE/4	160	K-4721 2-16-75	State of N. M.	Atlantic Richfield Company	None		Atlantic Richfield Co.	100%
12	Sec. 29: NE/4 NE/4	40	K-5771 3-15-76	State of N. M.	Atlantic Richfield Company	None		Atlantic Richfield Co.	100%

EXHIBIT "B" CONT'D.

Tract No.	Description of Land	Number of Acres	Serial No. and Expiration Date of Leases	Basic Royalty (All 12 $\frac{1}{2}$ %)	Lessee of Record	Overriding Royalty or Production Payment Percentage	Working Interest and Percentage
13	Sec. 27: NW/4 NE/4, E/2 NW/4, N/2 SW/4, SE/4 SW/4, NE/4 SE/4, S/2 SE/4	360	K-6949-2 5-16-77	State of N. M.	The Petroleum Corporation	T. T. Sanders, Jr. First Century Oil, Inc. First Security Oil & Gas Corp. Hal S. Dean	The Petroleum Corp. Hal S. Dean Allied Chemical Corp. 25.00000%
14	Sec. 29: SW/4 SE/4	40	L-323 10-17-77	State of N. M.	Perry R. Bass	None	Perry R. Bass 100%
15	Sec. 20: E/2 SW/4, NE/4 SE/4	120	L-1513 10-15-78	State of N. M.	Pennzoil Company	None	Pennzoil Co. 100%
16	Sec. 22: SE/4 NW/4, NE/4 SW/4, S/2 S/2, N/2 NE/4	320	L-3099 7-15-79	State of N. M.	Bell Petroleum Company	None	Bell Petroleum Co. 100%
17	Sec. 28: NE/4, W/2 SE/4	240	L-3100 7-15-79	State of N. M.	Atlantic Richfield Company	None	Atlantic Richfield 100%
18	Sec. 21: NE/4, W/2 SW/4, S/2 SE/4	320	L-6520-1 9-1-81	State of N. M.	Estate of Ralph Lowe, Deceased	None	Estate of Ralph Lowe 25% Mary Ralph Lowe 50% Erna Lowe 25%

TOTAL: 18 Tracts (All State Lands), 3,840 acres in entire Unit Area

72

RATIFICATION OF AND JOINDER IN
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT,
FOR THE
PARKWAY WEST UNIT AREA
EDDY COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement and the Unit Operating Agreement for the Parkway West Unit Area, Eddy County, New Mexico, by The Petroleum Corporation, as the Unit Operator, and other working interest owners in said area, each of which agreements is dated as of July 17, 1972, the undersigned owner or owners of lands, interests in lands, oil and gas leases, interests in leases or working interests in production located in said Parkway West Unit Area and described as subject to said agreements, hereby severally, each to the extent of his or its particular ownership or interest, consent to the inclusion of said lands or leases or other interests within the Unit Area and approve and adopt the terms of said agreements as applicable to said lands, leases or other interests, and hereby ratify, join in and adopt said agreements and all of the terms and provisions thereof as though they were the original signatory parties thereto, and hereby commit said lands, leases or other interests to said agreements and hereby assume all of the rights and obligations incident thereto under said agreements, further acknowledging receipt of a copy of each of said agreements.

Date: Oct 18, 1972

SUN OIL COMPANY (DELAWARE)

By: [Signature]

Agent and Attorney-in-Fact

Address: P. O. Box 2880

Dallas, Texas 75221

ATTEST:

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 18th day of ~~September~~ Oct, 1972, by JOHN W. STOREY of Sun Oil Company, Delaware, a Delaware corporation, on behalf of said corporation.

My Commission Expires:

June 1, 1973

[Signature]
Notary Public

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____.

My Commission Expires:

Notary Public

RATIFICATION OF AND JOINDER IN
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
FOR THE
PARKWAY WEST UNIT AREA
EDDY COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement and the Unit Operating Agreement for the Parkway West Unit Area, Eddy County, New Mexico, by The Petroleum Corporation, as the Unit Operator, and other working interest owners in said area, each of which agreements is dated as of July 17, 1972, the undersigned owner or owners of lands, interests in lands, oil and gas leases, interests in leases or working interests in production located in said Parkway West Unit Area and described as subject to said agreements, hereby severally, each to the extent of his or its particular ownership or interest, consent to the inclusion of said lands or leases or other interests within the Unit Area and approve and adopt the terms of said agreements as applicable to said lands, leases or other interests, and hereby ratify, join in and adopt said agreements and all of the terms and provisions thereof as though they were the original signatory parties thereto, and hereby commit said lands, leases or other interests to said agreements and hereby assume all of the rights and obligations incident thereto under said agreements, further acknowledging receipt of a copy of each of said agreements.

Date: Sept. 15 - 72

M. A. Machris.
M. A. MACHRIS

ATTEST:

Heidi Bodenmann

P. L. Machris
P. L. MACHRIS

Address: 11681 San Vicente Blvd.

Los Angeles, California 90049

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

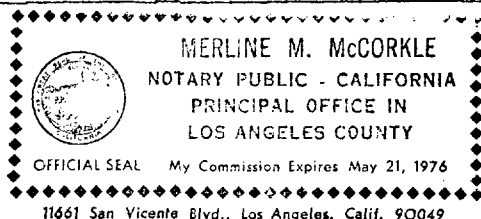
Notary Public

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

The foregoing instrument was acknowledged before me this 18TH day of September, 1972, by M. A. Machris and P. L. Machris, his wife.

My Commission Expires: _____

Merline M. McCorkle
Notary Public



RATIFICATION OF AND JOINDER IN
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
FOR THE
PARKWAY WEST UNIT AREA
EDDY COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement and the Unit Operating Agreement for the Parkway West Unit Area, Eddy County, New Mexico, by The Petroleum Corporation, as the Unit Operator, and other working interest owners in said area, each of which agreements is dated as of July 17, 1972, the undersigned owner or owners of lands, interests in lands, oil and gas leases, interests in leases or working interests in production located in said Parkway West Unit Area and described as subject to said agreements, hereby severally, each to the extent of his or its particular ownership or interest, consent to the inclusion of said lands or leases or other interests within the Unit Area and approve and adopt the terms of said agreements as applicable to said lands, leases or other interests, and hereby ratify, join in and adopt said agreements and all of the terms and provisions thereof as though they were the original signatory parties thereto, and hereby commit said lands, leases or other interests to said agreements and hereby assume all of the rights and obligations incident thereto under said agreements, further acknowledging receipt of a copy of each of said agreements.

Date: OCT 11 1972

CITIES SERVICE OIL COMPANY

ATTEST:

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

Address: P. O. Box 300

Tulsa, Oklahoma 74102

STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

On this 11th day of October, 19 72, before me personally appeared WILEY C. HILL, to me known to be the person who executed the foregoing instrument as Attorney-in-Fact in behalf of Cities Service Oil Company, a Delaware Corporation, and acknowledged that he executed the same as the free act and deed of said Cities Service Oil Company.

Evelyn M. Schultz
Notary Public
Evelyn M. Schultz

My Commission Expires:
JUL 25 1976

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____.

My Commission Expires:

Notary Public

RATIFICATION OF AND JOINDER IN
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
FOR THE
PARKWAY WEST UNIT AREA
EDDY COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement and the Unit Operating Agreement for the Parkway West Unit Area, Eddy County, New Mexico, by The Petroleum Corporation, as the Unit Operator, and other working interest owners in said area, each of which agreements is dated as of July 17, 1972, the undersigned owner or owners of lands, interests in lands, oil and gas leases, interests in leases or working interests in production located in said Parkway West Unit Area and described as subject to said agreements, hereby severally, each to the extent of his or its particular ownership or interest, consent to the inclusion of said lands or leases or other interests within the Unit Area and approve and adopt the terms of said agreements as applicable to said lands, leases or other interests, and hereby ratify, join in and adopt said agreements and all of the terms and provisions thereof as though they were the original signatory parties thereto, and hereby commit said lands, leases or other interests to said agreements and hereby assume all of the rights and obligations incident thereto under said agreements, further acknowledging receipt of a copy of each of said agreements.

Date: October 5, 1972

HONDO OIL & GAS COMPANY

By: Stanley L. Smith
Vice President

Address: P. O. Box 1610
Midland, Texas 79701

ATTEST:

Gronne Brooks
Assistant Secretary

STATE OF TEXAS §
 § ss
COUNTY OF Midland §

The foregoing instrument was acknowledged before me this 5th day of September October 1972, by Stanley L. Smith, Vice President of Hondo Oil & Gas Company, a New Mexico corporation, on behalf of said corporation.

My Commission Expires:
June 1, 1973

Donna Clyde Arms
Notary Public

DONNA CLYDE ARMS
Notary Public in and for Midland County, Texas
My Commission Expires June 1, 1973

STATE OF _____ §
 § ss
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____.

My Commission Expires:

Notary Public

RATIFICATION OF AND JOINDER IN
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
FOR THE
PARKWAY WEST UNIT AREA
EDDY COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement and the Unit Operating Agreement for the Parkway West Unit Area, Eddy County, New Mexico, by The Petroleum Corporation, as the Unit Operator, and other working interest owners in said area, each of which agreements is dated as of July 17, 1972, the undersigned owner or owners of lands, interests in lands, oil and gas leases, interests in leases or working interests in production located in said Parkway West Unit Area and described as subject to said agreements, hereby severally, each to the extent of his or its particular ownership or interest, consent to the inclusion of said lands or leases or other interests within the Unit Area and approve and adopt the terms of said agreements as applicable to said lands, leases or other interests, and hereby ratify, join in and adopt said agreements and all of the terms and provisions thereof as though they were the original signatory parties thereto, and hereby commit said lands, leases or other interests to said agreements and hereby assume all of the rights and obligations incident thereto under said agreements, further acknowledging receipt of a copy of each of said agreements.

Date: OCT 13 1972

THE SUPERIOR OIL COMPANY

By: Don Mathews

Vice-President

Address: P. O. Box 1900

Midland, Texas 79701

ATTEST:

R.T. Passerone

Asst. Secretary

STATE OF TEXAS)
COUNTY OF Harris) ss

The foregoing instrument was acknowledged before me this 13th day of September ~~Oct~~, 1972, by Don Mathews of The Superior Oil Company, a Delaware corporation, on behalf of said corporation.

My Commission Expires: _____

Corinne Steele
Notary Public

CORINNE STEELE
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____.

My Commission Expires: _____

Notary Public

74. 25. 74

Date: Sept. 13, 1972

By: John Hansen per
Attorney in Fact

Midland, Texas 79701

STATE OF TEXAS)
COUNTY OF MIDLAND) SS

My Commission Expires:
June 1, 1973

Alice Monroe
Notary Public

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____.

My Commission Expires:

Notary Public

RATIFICATION OF AND JOINDER IN
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
FOR THE
PARKWAY WEST UNIT AREA
EDDY COUNTY, NEW MEXICO

T-11-12-11-11, 11

In consideration of the execution of the Unit Agreement and the Unit Operating Agreement for the Parkway West Unit Area, Eddy County, New Mexico, by The Petroleum Corporation, as the Unit Operator, and other working interest owners in said area, each of which agreements is dated as of July 17, 1972, the undersigned owner or owners of lands, interests in lands, oil and gas leases, interests in leases or working interests in production located in said Parkway West Unit Area and described as subject to said agreements, hereby severally, each to the extent of his or its particular ownership or interest, consent to the inclusion of said lands or leases or other interests within the Unit Area and approve and adopt the terms of said agreements as applicable to said lands, leases or other interests, and hereby ratify, join in and adopt said agreements and all of the terms and provisions thereof as though they were the original signatory parties thereto, and hereby commit said lands, leases or other interests to said agreements and hereby assume all of the rights and obligations incident thereto under said agreements, further acknowledging receipt of a copy of each of said agreements.

Date: October 5, 1972

ATLANTIC RICHFIELD COMPANY

By: D. L. Smith
Attorney-In-Fact

Address: P. O. Box 1610
Midland, Texas 79701

~~ATTEST:~~

STATE OF TEXAS §
 § ss
COUNTY OF Midland §

The foregoing instrument was acknowledged before me this 5th day of September ~~October~~ 1972, by D. L. Smith, Attorney-in-Fact for of Atlantic Richfield Company, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires:
June 1, 1973

Donna Clyde Adams
Notary Public

STATE OF _____ §
 § ss
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____.

My Commission Expires:

Notary Public

RATIFICATION OF AND JOINDER IN
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
FOR THE
PARKWAY WEST UNIT AREA
EDDY COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement and the Unit Operating Agreement for the Parkway West Unit Area, Eddy County, New Mexico, by The Petroleum Corporation, as the Unit Operator, and other working interest owners in said area, each of which agreements is dated as of July 17, 1972, the undersigned owner or owners of lands, interests in lands, oil and gas leases, interests in leases or working interests in production located in said Parkway West Unit Area and described as subject to said agreements, hereby severally, each to the extent of his or its particular ownership or interest, consent to the inclusion of said lands or leases or other interests within the Unit Area and approve and adopt the terms of said agreements as applicable to said lands, leases or other interests, and hereby ratify, join in and adopt said agreements and all of the terms and provisions thereof as though they were the original signatory parties thereto, and hereby commit said lands, leases or other interests to said agreements and hereby assume all of the rights and obligations incident thereto under said agreements, further acknowledging receipt of a copy of each of said agreements.

Date: September 14, 1972

Hal S. Dean
HAL S. DEAN

ATTEST:

Estella G. Dean
ESTELLA G. DEAN
Address: 1001 Midland Natl. Bank Bldg.
Midland, Texas 79701

STATE OF _____
COUNTY OF _____ ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF TEXAS
COUNTY OF MIDLAND ss

The foregoing instrument was acknowledged before me this 14th day of September, 1972, by Hal S. Dean and Estella G. Dean, his wife.

My Commission Expires: _____

James R. Partee
Notary Public

PARKWAY WEST UNIT AREA
EDDY COUNTY, NEW MEXICO

Date: October 6, 1972

By:

Address: 1300 Wilco Building

Midland, Texas 78701

The foregoing instrument was acknowledged before me this 6th day of September, 1972, by of Allied Chemical Corporation, a New York corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____.

My Commission Expires:

Notary Public

RATIFICATION OF AND JOINDER IN
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
FOR THE
PARKWAY WEST UNIT AREA
EDDY COUNTY, NEW MEXICO

711

In consideration of the execution of the Unit Agreement and the Unit Operating Agreement for the Parkway West Unit Area, Eddy County, New Mexico, by The Petroleum Corporation, as the Unit Operator, and other working interest owners in said area, each of which agreements is dated as of July 17, 1972, the undersigned owner or owners of lands, interests in lands, oil and gas leases, interests in leases or working interests in production located in said Parkway West Unit Area and described as subject to said agreements, hereby severally, each to the extent of his or its particular ownership or interest, consent to the inclusion of said lands or leases or other interests within the Unit Area and approve and adopt the terms of said agreements as applicable to said lands, leases or other interests, and hereby ratify, join in and adopt said agreements and all of the terms and provisions thereof as though they were the original signatory parties thereto, and hereby commit said lands, leases or other interests to said agreements and hereby assume all of the rights and obligations incident thereto under said agreements, further acknowledging receipt of a copy of each of said agreements.

Date: 9-14-72

Perry R. Bass
PERRY R. BASS

ATTEST:

Nancy Lee Bass
NANCY LEE BASS
Address: 1211 Fort Worth Natl. Bank Bldg.
Fort Worth, Texas

STATE OF _____
COUNTY OF _____ ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF TEXAS
COUNTY OF TARRANT ss

The foregoing instrument was acknowledged before me this 14 day of September, 1972, by Perry R. Bass and Nancy Lee Bass, his wife,

My Commission Expires: _____

Rogey Jordan
Notary Public

June 1, 1973

PARKWAY WEST UNIT AREA
EDDY COUNTY, NEW MEXICO

Date: October 12, 1972

By:

Midland, Texas 79701

Louville McBride
Assistant Secretary

STATE OF TEXAS)
) SS
COUNTY OF MIDLAND.)

My Commission Expires:
June 1, 1973

Mariorie L. Matthews
Notary Public MARIORIE L. MATTHEWS

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____.

My Commission Expires:

Notary Public

RATIFICATION OF AND JOINDER IN
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
FOR THE
PARKWAY WEST UNIT AREA
EDDY COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement and the Unit Operating Agreement for the Parkway West Unit Area, Eddy County, New Mexico, by The Petroleum Corporation, as the Unit Operator, and other working interest owners in said area, each of which agreements is dated as of July 17, 1972, the undersigned owner or owners of lands, interests in lands, oil and gas leases, interests in leases or working interests in production located in said Parkway West Unit Area and described as subject to said agreements, hereby severally, each to the extent of his or its particular ownership or interest, consent to the inclusion of said lands or leases or other interests within the Unit Area and approve and adopt the terms of said agreements as applicable to said lands, leases or other interests, and hereby ratify, join in and adopt said agreements and all of the terms and provisions thereof as though they were the original signatory parties thereto, and hereby commit said lands, leases or other interests to said agreements and hereby assume all of the rights and obligations incident thereto under said agreements, further acknowledging receipt of a copy of each of said agreements.

Date: Sept. 15, 1972

BELL PETROLEUM COMPANY

ATTEST:

D. M. Alvarado
Vice President

By: R. J. Tingle President
Address: Suite 700, 16633 Ventura Blvd.
Encino, California 91316

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss

The foregoing instrument was acknowledged before me this 15th day of September, 1972, by R. J. Tingle of Bell Petroleum Company, a California corporation, ~~on behalf of said corporation.~~

My Commission Expires: SEP 13, 1974

Agnes Green
Notary Public

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____.

My Commission Expires: _____

Notary Public

RATIFICATION OF AND JOINDER IN
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
FOR THE
PARKWAY WEST UNIT AREA
EDDY COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement and the Unit Operating Agreement for the Parkway West Unit Area, Eddy County, New Mexico, by The Petroleum Corporation, as the Unit Operator, and other working interest owners in said area, each of which agreements is dated as of July 17, 1972, the undersigned owner or owners of lands, interests in lands, oil and gas leases, interests in leases or working interests in production located in said Parkway West Unit Area and described as subject to said agreements, hereby severally, each to the extent of his or its particular ownership or interest, consent to the inclusion of said lands or leases or other interests within the Unit Area and approve and adopt the terms of said agreements as applicable to said lands, leases or other interests, and hereby ratify, join in and adopt said agreements and all of the terms and provisions thereof as though they were the original signatory parties thereto, and hereby commit said lands, leases or other interests to said agreements and hereby assume all of the rights and obligations incident thereto under said agreements, further acknowledging receipt of a copy of each of said agreements.

Date: October 16, 1972

H. L. Landua
H. L. Landua

AND

James L. Morris
James L. Morris

AND

Charles L. Morgan, Jr.
Charles L. Morgan, Jr.

AND

V. H. Van Horn, Jr.
V. H. Van Horn, Jr.

The above parties being a majority of the duly appointed, qualified and acting Independent Executors of the Estate of Ralph Lowe, deceased.

Date: _____

~~Erma Lowe, Individually and as Independent Executrix of the Estate of Ralph Lowe, deceased~~

~~ADDRESS: P. O. Box 832
Midland, Texas 79701~~

STATE OF TEXAS

COUNTY OF MIDLAND

The foregoing instrument was acknowledged before me the 16 day of ~~September~~ October, 1972, by H. L. Landua, Charles L. Morgan, Jr., James L. Morris, and V. H. Van Horn, Jr., a majority of the duly appointed, qualified and acting Independent Executors of the Estate of Ralph Lowe, ~~deceased, and Erma Lowe, Individually and as Independent Executrix of the Estate of Ralph Lowe, deceased.~~

My Commission Expires:

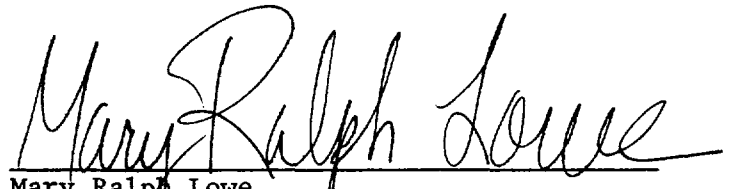
June 1, 1973

Dorothy Oswall
Notary Public in and for Midland
County, Texas

RATIFICATION OF AND JOINDER IN
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
FOR THE
PARKWAY WEST UNIT AREA
EDDY COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement and the Unit Operating Agreement for the Parkway West Unit Area, Eddy County, New Mexico, by The Petroleum Corporation, as the Unit Operator, and other working interest owners in said area, each of which agreements is dated as of July 17, 1972, the undersigned owner or owners of lands, interests in lands, oil and gas leases, interests in leases or working interests in production located in said Parkway West Unit Area and described as subject to said agreements, hereby severally, each to the extent of his or its particular ownership or interest, consent to the inclusion of said lands or leases or other interests within the Unit Area and approve and adopt the terms of said agreements as applicable to said lands, leases or other interests, and hereby ratify, join in and adopt said agreements and all of the terms and provisions thereof as though they were the original signatory parties thereto, and hereby commit said lands, leases or other interests to said agreements and hereby assume all of the rights and obligations incident thereto under said agreements, further acknowledging receipt of a copy of each of said agreements.

Date: 10-24-72


Mary Ralph Lowe

ADDRESS: c/o A.W. Mourssund
P.O. Box 125
Johnson City, Texas 78636

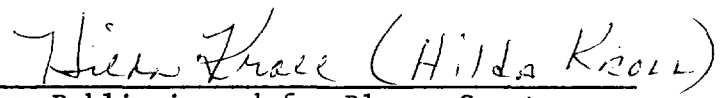
STATE OF TEXAS

COUNTY OF BLANCO

The foregoing instrument was acknowledged before me the 24th day of October, 1972 by Mary Ralph Lowe.

My commission expires:

6-1-73


Notary Public in and for Blanco County,
Texas

RATIFICATION OF AND JOINDER IN
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
FOR THE
PARKWAY WEST UNIT AREA
EDDY COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement and the Unit Operating Agreement for the Parkway West Unit Area, Eddy County, New Mexico, by The Petroleum Corporation, as the Unit Operator, and other working interest owners in said area, each of which agreements is dated as of July 17, 1972, the undersigned owner or owners of lands, interests in lands, oil and gas leases, interests in leases or working interests in production located in said Parkway West Unit Area and described as subject to said agreements, hereby severally, each to the extent of his or its particular ownership or interest, consent to the inclusion of said lands or leases or other interests within the Unit Area and approve and adopt the terms of said agreements as applicable to said lands, leases or other interests, and hereby ratify, join in and adopt said agreements and all of the terms and provisions thereof as though they were the original signatory parties thereto, and hereby commit said lands, leases or other interests to said agreements and hereby assume all of the rights and obligations incident thereto under said agreements, further acknowledging receipt of a copy of each of said agreements.

Date: _____

H. L. Landua
H. L. Landua

AND

James L. Morris
James L. Morris

AND

Charles L. Morgan, Jr.
Charles L. Morgan, Jr.

AND

V. H. Van Horn, Jr.
V. H. Van Horn, Jr.

~~The above parties being a majority of the duly appointed, qualified and acting Independent Executors of the Estate of Ralph Lowe, deceased.~~

Date: 10-25-72

Erma Lowe
Erma Lowe, Individually and as Independent Executrix of the Estate of Ralph Lowe, deceased *a widow*
90 N.W. Meursund
ADDRESS: P. O. Box ~~832~~ 125
~~Midland~~, Texas 79701
Johnson City 78636

STATE OF TEXAS

COUNTY OF ~~MIDLAND~~ *Blanco*

The foregoing instrument was acknowledged before me the 25th day of September, 1972, by ~~H. L. Landua, Charles L. Morgan, Jr., James L. Morris, and V. H. Van Horn, Jr., a majority of the duly appointed, qualified and acting Independent Executors of the Estate of Ralph Lowe, deceased, and Erma Lowe, Individually and as Independent Executrix of the Estate of Ralph Lowe, deceased, a widow.~~

My Commission Expires:

John Hall
Notary Public in and for ~~Midland~~ *Blanco* County, Texas

6-1-73

CONSENT, RATIFICATION AND JOINDER
PARKWAY WEST UNIT AGREEMENT
EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more), hereby acknowledges receipt of a copy of the Unit Agreement for the Development and Operation of the Parkway West Unit Area embracing lands situated in Eddy County, New Mexico, which said Agreement is dated as of July 17, 1972, and acknowledges that the undersigned has read the same and is familiar with the terms and conditions thereof. The undersigned also being the owner of the leasehold, royalty or other interests in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", does hereby commit all of said interest to the Parkway West Unit Agreement and does hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

The tract numbers as shown below are for convenient reference only, and it is understood and agreed that the entire interest of the undersigned in the Unit Area is committed hereto.

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

Date: 9/13/72

Tract No. (s) 13

ATTEST:

T. T. Sanders, Jr.
T. T. Sanders, Jr.

Shirley Sanders
Sanders

Address: Box 550

Roswell, New Mexico 88201

STATE OF _____
COUNTY OF _____ ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

STATE OF NEW MEXICO
COUNTY OF Chaves ss

The foregoing instrument was acknowledged before me this 13 day of September, 1972, by T. T. Sanders and Shirley Sanders, his wife.

My Commission Expires:

9-10-73

Marian E. Smith
Notary Public

CONSENT, RATIFICATION AND JOINDER
PARKWAY WEST UNIT AGREEMENT
EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more), hereby acknowledges receipt of a copy of the Unit Agreement for the Development and Operation of the Parkway West Unit Area embracing lands situated in Eddy County, New Mexico, which said Agreement is dated as of July 17, 1972, and acknowledges that the undersigned has read the same and is familiar with the terms and conditions thereof. The undersigned also being the owner of the leasehold, royalty or other interests in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", does hereby commit all of said interest to the Parkway West Unit Agreement and does hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

The tract numbers as shown below are for convenient reference only, and it is understood and agreed that the entire interest of the undersigned in the Unit Area is committed hereto.

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

FIRST CENTURY OIL, INC.

Date: September 15, 1972

By: Charles B. Head
President

Tract No. (s) 13

ATTEST:

John H. Anderson Jr
Secretary

Address: Box 2126
Roswell, New Mexico 88201

STATE OF NEW MEXICO)
)
COUNTY OF Chaves) SS

The foregoing instrument was acknowledged before me this 15th day of September, 1972, by CHARLES B. READ, President of First Century Oil, Inc., a New Mexico corporation, on behalf of said corporation.

My Commission Expires:

April 27, 1975

Mary E. Bowlin
Notary Public

STATE OF _____)
)
COUNTY OF _____) SS

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____.

My Commission Expires:

Notary Public

CONSENT, RATIFICATION AND JOINDER

The undersigned (whether one or more), hereby acknowledges receipt of a copy of the Unit Agreement for the Development and Operation of the Parkway West Unit Area embracing lands situated in Eddy County, New Mexico, which said Agreement is dated as of July 17, 1972, and acknowledges that the undersigned has read the same and is familiar with the terms and conditions thereof. The undersigned also being the owner of the leasehold, royalty or other interests in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", does hereby commit all of said interest to the Parkway West Unit Agreement and does hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

The tract numbers as shown below are for convenient reference only, and it is understood and agreed that the entire interest of the undersigned in the Unit Area is committed hereto.

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

FIRST SECURITY OIL AND GAS CORPORATION

Date: September 15, 1972

BY: William H. Hester
President

Tract No. (s) 13

ATTEST:

Address: Box 2126

John L. Anderson Jr.
Secretary

Roswell, New Mexico 88201

STATE OF NEW MEXICO §
COUNTY OF CHAVES § SS

The foregoing instrument was acknowledged before me this 15th day of September, 1972, by NORMAN L. STEVENS, JR., President of First Security Oil and Gas Corporation a New Mexico corporation, on behalf of said corporation.

My Commission Expires:

April 27, 1975.

Mary E. Bowler
Notary Public

STATE OF _____)
)
COUNTY OF _____) SS

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____.

My Commission Expires:

Notary Public

CONSENT, RATIFICATION AND JOINDER
PARKWAY WEST UNIT AGREEMENT
EDDY COUNTY, NEW MEXICO

The undersigned (whether one or more), hereby acknowledges receipt of a copy of the Unit Agreement for the Development and Operation of the Parkway West Unit Area embracing lands situated in Eddy County, New Mexico, which said Agreement is dated as of July 17, 1972, and acknowledges that the undersigned has read the same and is familiar with the terms and conditions thereof. The undersigned also being the owner of the leasehold, royalty or other interests in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", does hereby commit all of said interest to the Parkway West Unit Agreement and does hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

The tract numbers as shown below are for convenient reference only, and it is understood and agreed that the entire interest of the undersigned in the Unit Area is committed hereto.

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

Date: September 14, 1972

Hal S. Dean
Hal S. Dean

Tract No. (s) 13

Estella G. Dean
Estella G. Dean

ATTEST:

Address: 1001 Midland Natl. Bank Bldg.

Midland, Texas 79701

STATE OF _____
COUNTY OF _____ ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1972, by _____ of _____ a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

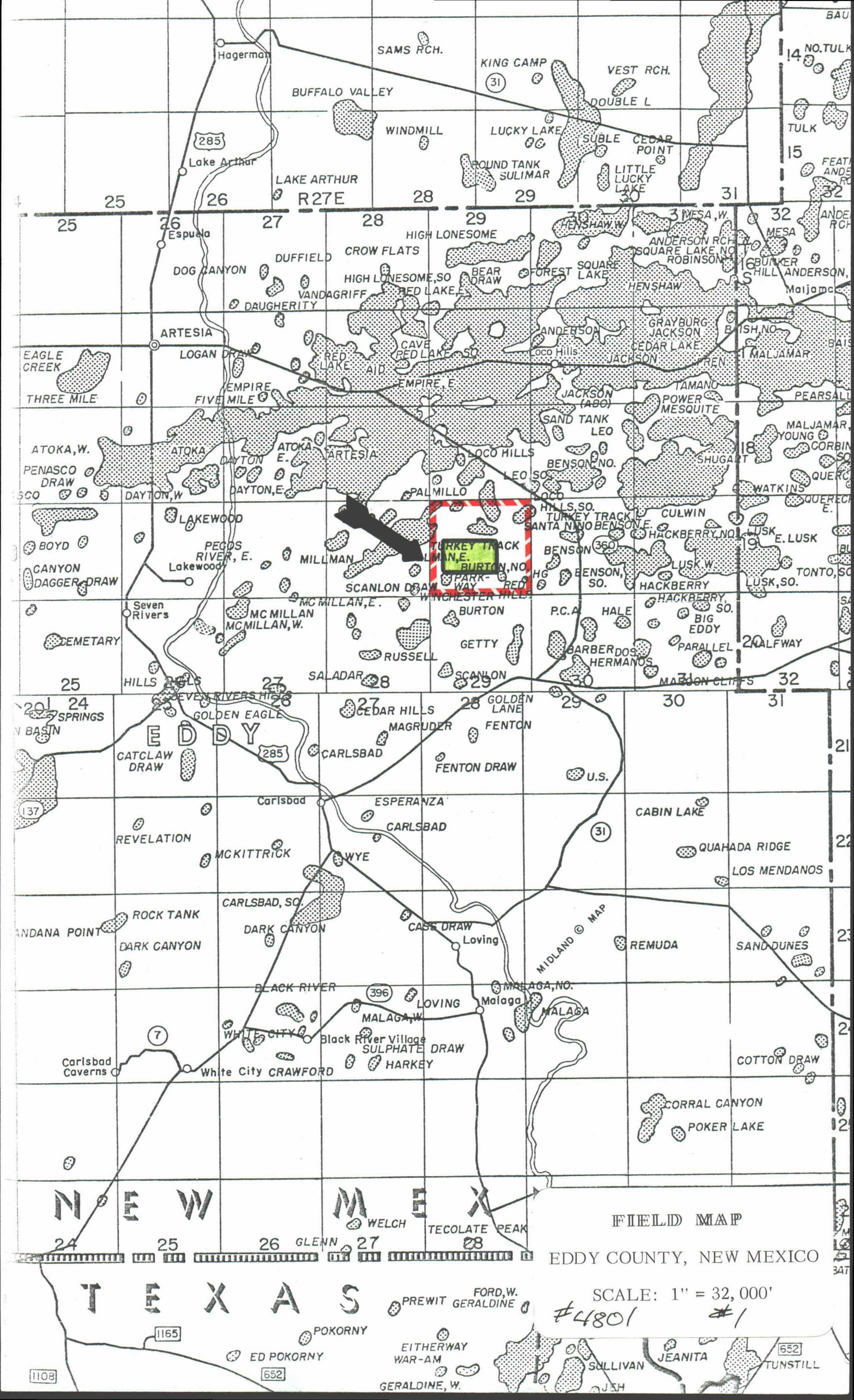
STATE OF TEXAS
COUNTY OF Midland ss

The foregoing instrument was acknowledged before me this 14th day of September, 1972, by Hal S. Dean and Estella G. Dean, his wife.

My Commission Expires: _____

June 1, 1973

Jan R. Parter
Notary Public



FIELD MAP
EDDY COUNTY, NEW MEXICO

SCALE: 1" = 32,000'
#4801

BEFORE EXAMINER STAMETS
OIL CONSERVATION COMMISSION

EXHIBIT NO. 1

CASE NO. 4801

Submitted by The Petros Corp.

Hearing Date Aug 23/72

BEFORE EXAMINER STAMETS
OIL CONSERVATION COMMISSION

EXHIBIT NO. 2

CASE NO. _____

Submitted by _____

Hearing Date _____