	DEFORT DATES TO STATES
UNIT AGREEMENT	
FOR THE DEVELOPMENT AND	OFERATION
OF THE	CASE NO. Shal
AIRSTRIP NORTHWEST DEEP	
LEA COUNTY,	COUNTY, NEW MEXICO
NO.	
· · ·	a ser a s
EEMENT, entered into as of the	day of

1985, but effective as of June 30, 1985, 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 othe oil or gas interests in the unit area subject to this agreement; and

WHEREAS, the Commissioner of Fublic 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. 19, Art. 10, Sec. 45, N. M. Statutes 1978 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 an Act of the Legislature (Sec. 1, Chap. 162), (Laws of 1951, Chap. 19, Art. 10, Sec. 47, N.M. Statutes 1978 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 Division of the Energy and Minerals Department of the State of New Mexico (hereinafter referred to as the "Division"), is authorized by an Act of the Legislature (Chap. 72, Laws 1935, as amended, being Section 70-2-1 et seq. New Mexico Statutes Annotated, 1978 Compilation) to approve this agreement and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interests in the <u>Airstrip North-</u> west Deep 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 18 South ,Range <u>34 East</u> N.M.P.M.

Section: 20 Containing 640 acres, more or less,

Lea

Lea County, New Mexico, from the Base of the Queen Formation to the Base of the Morrow Formation. Exhibit "A" attached hereto is a map showing the unit area and the bound-

aries 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" or the Oil Conservation Division, hereinafter referred to as the "Division".

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".

UNIT OPERATOR: Manzano Oil Corporation \_,whose address is 3. P.O. Box 571, Roswell, New Mexico 88202 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

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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. <u>RESIGNATION OR REMOVAL OF UNIT OPERATOR</u>: 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 and the Division.

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 appurtenences needed for the preservation of wells.

5. <u>SUCCESSOR UNIT OPERATOR</u>: 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 seventyfive 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, 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, with notice to the Division, may declare this unit agreement terminated.

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6. <u>ACCOUNTING PROVISIONS</u>: 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. <u>RIGHTS AND OBLIGATIONS OF UNIT OPERATOR</u>: 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 formation or to such a depth as unitized substances shall Mississippian 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 13,900 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

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in paying quantities is completed to the satisfaction of the Commissioner or until it is reasonably proven to the satisfation 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 Division 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. 19-10-20 N.M. Statutes 1978 Annotated,) of intention to cancel on account of any alleged breach of said covenant for reasonable development and any

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(Sec. 19-10-23 N.M. Statutes 1978 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.

Notwithstanding any of the provisions of this Agreement to the contrary, all undeveloped regular well spacing or proration unit tracts within the unit boundaries embracing lands of the State of New Mexico shall be automatically eliminated from this Agreement and shall no longer be a part of the unit or be further subject to the terms of this Agreement unless at the expiration of five years (5) after the first day of the month following the effective date of this Agreement diligent drilling operations are in progress on said tracts.

10. <u>PARTICIPATION AFTER DISCOVERY</u>: 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 accuring 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. <u>ALLOCATION OF PRODUCTION</u>: 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

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the entire unitized area. It is nereby 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 tracts 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 to 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 by the Commissioner and approved by the Division 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

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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 terms 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 affect 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 offset 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 of which only a portion is 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 two separate leases 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 within the unitized area and committed to this agreement, in accordance with the terms of this agreement. 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 which part is committed to this agreement at the expiration of the secondary term of such lease, such production shall not be considered as production from lands embraced in such lease which are not within the unitized area, and which are not committed thereto, and drilling or reworking operations upon some part of the lands embraced within the unitized area and committed to this agreement shall be considered as drilling and reworking operations only as to lands embraced within the unit agreement and not as to lands embraced within the lease and not committed to this unit agreement; provided, however, as to any lease embracing lands of the State of New Mexico having only a portion of its lands

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committed hereto upon which oil and gas, or either of them, has been discovered is discovered upon that portion of such lands not committed to this agreement, and are being produced in paying quantities prior to the expiration of the primary term of such lease, such production in paying quantities shall serve to continue such lease in full force and effect in accordance with its terms as to all of the lands embraced in said lease.

14. <u>CONSERVATION</u>: 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. <u>DRAINAGE</u>: 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. <u>COVENANTS RUN WITH LAND</u>: 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. <u>EFFECTIVE DATE AND TERM</u>: This agreement shall become effective upon approval by the Commissioner and the Division and shall terminate in <u>five</u> 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 in paying quantities 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 are being 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 and with notice to Division. Likewise, the failure to comply with the

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drilling requirements of Section 8 hereof, may subject this agreement to termination as provided in said section.

18. <u>RATE OF PRODUCTION</u>: 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. <u>APPERANCES:</u> 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 Division, and to appeal from orders issued under the regulations of the Commissioner or Division, or to apply for relief from any of said regulations or in any proceedings on its own behalf relative to operations pending before the Commissioner or Division; 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. <u>NOTICES:</u> 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. <u>UNAVOIDABLE DELAY</u>: 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, act of God, Federal, State, or municipal law or agencies, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary material 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

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

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

MANZANO OIL CORPORATION

ATTEST:

Kenneth Barbe, Jr. By: Secretary

Charles W. Hicks By:

Title: Vice-President

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### ATTACHED TO AND MADE A PART OF UNIT AGREEMENT COVERING THE AIRSTRIP NORTHWEST DEEP UNIT AREA BETWEEN MANZANO OIL CORPORATOIN AS OPERATOR AND OTHER SIGNATORY PARTIES AS NON-OPERATORS. OTHER WORKING INTEREST OWNERS

ATTEST:	NEW MEXICO OIL CORPORATION
By:	By:
Date:	Title:
ATTEST:	ARMSTRONG ENERGY CORPORATION
By:	By:
Date:	Title:
LE	SSORS
ATTEST:	SCHARBAUER CATTLE COMPANY
By:	By:
Date:	Title:
BROOKIE LEE ANDERSON ESTATE	BROOKIE LEE ANDERSON ESTATE
By: W. A. Anderson, Jr. Personal Representative	By: John Richard Anderson Personal Representative
Date:	Date:
By: Roy R. Lee, as his separate property	By: Brookie Lee Green, as her separate property
Date:	Date:
By: Elizabeth F. Lee Berry, as her separate property, a/k/a Elizabeth Forrest Berry	By: Mary Ann Lee Wilmeth, as her separate property
Date:	Date:
By: Becky B. Lee Christmas, as her separate property	By: Roy R. Lee, as his separate property
Date:	Date:
By: Giles M. Lee	By: Joie Anderson Lee, wife of Giles M. Lee
Date:	Date:

ATTACHED TO AND MADE A PART OF UNIT AGREEMENT COVERING THE AIRSTRIP NORTHWEST DEEP UNIT AREA

By:	By:
R. D. Lee, Jr.	Leora Lee, wife of R. D. Lee, Jr.
Date:	Date:
P	Ву:
By: Bill J. Lee a/k/a Bill L. Lee	Pat Lee, wife of Bill J. Lee
Date:	Date:
	, é
ATTEST:	MOBIL PRODUCING TEXAS & NEW MEXICO, INC. AGENT FOR THE SUPERIOR OIL COMPANY
By:	Ву:
Date:	Title:
ATTEST:	UNION TEXAS PETROLEUM CORPORATION
By:	By:
Date:	Title:
ATTEST:	SANTA FE EXPLORATION COMPANY
By:	Ву:
Date:	Title:
THE STATE OF <u>NEW MEXICO</u> COUNTY OF <u>CHAVES</u>	
The foregoing instrument was acknowledg August, 198 5 , byCHARLES W. H	ed before me this <u>l6th</u> day of
Vice-President	
\$\`\`\`\`\`\`\`\\`\\`\\\\\\\\\\\\\\\\\	on, on benair of said corporation.
OFFICIAL SEAL	
NOTARY PUBLIC - NEW MEXICO	NOTARY PUBLIC IN AND FOR
& My Commission Expires	
My commission expires coordered	
THE STATE OFY	
	ged before me this day of
The foregoing instrument was acknowledg	OF NEW MEXICO OIL CORPORATION
a corporati	lon, on benair of said corporation.
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My commission expires:	

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COUNTY OFI			
The foregoing instrument, 198, by	was acknowled	dged before me this	day of
		OF ARMSTRONG ENERGY	CORPORATION
a	corpora	tion, on behalf of said co	rporation.
		NOTARY PUBLIC IN AND F	OR
My commission expires:			
THE STATE OFI			
	was acknowled	dged before me this	day of
, 198, by	was acknowied		day of
	corporat	OF <u>SCHARBAUER CATTLE</u>	COMPANY
a		cion, on benail of said co	rporation.
		NOTARY PUBLIC IN AND F	OR
My commission expires:			
THE STATE OF	- <u>¥</u>		
	X		
The foregoing instrument	was acknowled	dged before me this	day of
of the Brookie Lee Anderson Es	state	. A. ANDERSON, JR., as Per	
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		NOTARY PUBLIC IN AND F	UR
Martin and the second second			
My commission expires:		-	
THE STATE OF COUNTY OF	_ľ		
	_1		
The foregoing instrument	was acknowle	dged before me this	day of
of the Brookie Lee Anderson Es	, by <u>J</u>	OHN RICHARD ANDERSON, as P	ersonal Representative
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THE STATE OFI COUNTY OFI	
The foregoing instrument was ack	nowledged before me this day of byROY R. LEE, as his separate property
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ly commission expires:	
THE STATE OFY	
The foregoing instrument was ack , 198,	nowledged before me this day of byBROOKIE LEE GREEN, as her separate property
	NOTARY PUBLIC IN AND FOR
fy commission expires:	
THE STATE OFY	
The foregoing instrument was ach , 198, BERRY, as her separate property	nowledged before me this day of by <u>ELIZABETH F. LEE BERRY a/k/a ELIZABETH FORREST</u>
	NOTARY PUBLIC IN AND FOR
My commission expires:	
THE STATE OFI	
The foregoing instrument was ach	knowledged before me this day of by _MARY ANN WILMETH, as her separate property
	NOTARY PUBLIC IN AND FOR
My commission expires:	

THE STATE OFX	
The foregoing instrument was acknow	wledged before me this day of BECKY B. LEE CHRISTMAS, as her separate property
, 198, by	BECKY B. LEE CHRISTMAS, as her separate property
	NOTARY PUBLIC IN AND FOR
My commission expires:	
THE STATE OFI	
The foregoing instrument was acknow	wledged before me this day of
, 198, by	ROY R. LEE, as his separate property
	NOTARY PUBLIC IN AND FOR
My commission expires:	
THE STATE OF I COUNTY OF I	
	wledged before me this day of
	wledged before me this day of GILES M. LEE and his wife, JOIE ANDERSON LEE
	wledged before me this day of GILES M. LEE and his wife, JOIE ANDERSON LEE
	wledged before me this day of GILES M. LEE and his wife, JOIE ANDERSON LEE
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THE STATE OF	
THE STATE OFI	
The foregoing instrument was ackn	nowledged before me this day of by _BILL J. LEE a/k/a/ BILL L. LEE and his wife,
<u>AT LEE</u> , 198, B	bill J. LEE a/K/a/ BILL L. LEE and his wife,
	NOTARY PUBLIC IN AND FOR
ly commission expires:	
THE STATE OFX	
OUNTY OFX	
The foregoing instrument was ackn	nowledged before me this day of
cor	poration, on behalf of said corporation.
	NOTARY PUBLIC IN AND FOR
ly commission expires:	
THE STATE OFI	
The foregoing instrument was ackn , 198 , by	OF UNION TEXAS PETROLEUM CORPORATION
	OF UNION TEXAS PETROLEUM CORPORATION
cor	poration, on behalf of said corporation.
	NOTARY PUBLIC IN AND FOR
ly commission expires:	
CHE STATE OFI	
	avaladeed before no this day of
, 198, by	nowledged before me this day of
	OF SANTA FE EXPLORATION COMPANY poration, on behalf of said corporation.
	poración, en benari el salu corporación.
cor	
	NOTARY PUBLIC IN AND FOR

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#### EXHIBIT "A"

#### UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE AIRSTRIP NORTHWEST DEEP UNIT AREA LEA COUNTY, NEW MEXICO

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4	Trl • Tr6	44 m 06344 5		Schorbour C.C. Schorbour C.C. Schorbour C.C. Schorbour C.C. Schorbour Sc		Anoderko 7 4 <sup>-1</sup> 8 <sup>1</sup> <i>Anoderko 7</i> <i>Anoderko 7</i> <i>Anoderko 7</i> <i>Sun</i> (-1-06 y-20]		
4	Trl • Tr6	44 m 06344 5		Schorbour C.C. Schorbour C.C. Schorbour C.C. Schorbour C.C. Schorbour Sc	Superior Superior To is a set To is a set	Anaderko M 4-1 ou 4-2 ou MAALSE Sun (-1-06 Y-21) 228122 Armer Alimore		
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UNIT OPERATOR:

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MANZANO OIL CORPORATION P.O. Box 571, Roswell, NM 88202 505/623-1996 Unit Acreage Boundary IIIIII Tract Boundaries ........ Tract Numbers O

	2.			Tract No.	
Notes: New Mexico Oil their overridi royalty is sub *This lease wa	State Lands W/2 NE/4 and SE/4 Section 20 240 acres = 37.5% of unit	Notes: New Mexico Oil Corpor overriding royalty- a 25% working interes	Fee Lands W/2 Section 20 320 acres= 50% of Unit.	Description of Land	
Corpora ing royal ject to is extend	240	Corpora valty interest	320	No. of Acres	
tion is not sub; ty to a 25% work reduction by 25% ed by drilling c	<b>LG-2869</b> 7/1/85*	tion and Armstro Union Texas Per after payout pu	9/7/86	Serial No. & Expiration Date of Lease	EXHIBIT "B" - AI
New Mexico Oil Corporation is not subject to Santa Fe Exploration Co. overriding royalty. Mobil Oil Corp. has an their overriding royalty to a 25% working interest after payout proportionately reduced. Santa Fe Exploration Comp royalty is subject to reduction by 25% after payout. *This lease was extended by drilling over the expiration date on the initial well (Santa Fe Exploration State #1).	The Superior Oil Company 12.5%	New Mexico Oil Corporation and Armstrong Energy Corporation are not subject to Union Texas Petroleum and Santa overriding royalty. Union Texas Petroleum and Santa Fe Exploration Co. have an option to convert their overr a 25% working interest after payout proportionately reduced.	Santa Fe Exploration Company 20%	Basic Royalty & Percentage Lessee of Record	EXHIBIT "B" - AIRSTRIP NORTHWEST DEEP UNIT AREA, LEA COUNTY, NEW MEXICO All Section 20, Township 18 South, Range 34 East, N.M.P.M. (Ownership from the Base of the Queen Formation to the Base of the Morro
prriding royalty. Mobil O mately reduced. Santa Fe ial well (Santa Fe Explor		on are not subject to Union Texas Petroleum and Santa Fe Exploration Co. Exploration Co. have an option to convert their overriding royalty interest ed.	Before Payout: Tom Smith1.5%Inion Texas Petroleum2.625%Santa Fe Expl- oration Co4375%4.5625%	Overriding Royalty & Percentage	A COUNTY, NEW MEXICO nge 34 East, N.M.P.M. the Base of the Morrow For
Mobil Oil Corp. has an option to convert Santa Fe Exploration Company's overriding e Exploration State #1).	Before Payout: New Mexico Oil Corp. Manzano Oil Corp.	um and Santa Fe Exploration Co. t their overriding royalty inter	Before Payout: New Mexico Oil Corp. Armstrong Energy Corp. Manzano Oil Corp.	Working Interest & Ownership	NEW MEXICO , N.M.P.M. the Morrow Formation except as otherwise noted)
o convert erriding	3.75% 76.25 <u>96.25%</u> 75.0% 1 <u>00.00%</u>	tion Co. tyvinterest to	7.5% 78.5% 5.0% 78.5% 87.5% 75.0%	% Net Revenue Interest	lse noted)

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Notes: New Mexico Oil royalty. Unic working intere	State Lands <u>E/2 NE/4 Section</u> 20 80 acres= 12.5% of Unit	Description of Land
Corpora on Texas   est after	8	E No. of Acres
petroleum and Sa payout proport	V-687 3/1/86	EXHIBIT "B" - AI (Ownership from t Serial No. & Expiration Date of Lease
New Mexico Oil Corporation and Armstrong Energy Corporation are not royalty. Union Texas Petroleum and Santa Fe Exploration Co. have an working interest after payout proportionately reduced.	Santa Fe Exploration Co. 16.666667%	RSTRIP NORTHWEST DEEP UNIT the Base of the Queen Forma Basic Royalty & Percentage Lessee of Record
subject to Santa option to convert	Before Payout: Tom Smith 1.5% Union Texas Petroleum 5.125% Santa Fe Exploration .854166% 7.479166%	EXHIBIT "B" - AIRSTRIP NORTHWEST DEEP UNIT AREA, LEA COUNTY, NEW MEXICO         (Ownership from the Base of the Queen Formation to the Base of the Morrow Formation except as otherwise noted.         Serial No. & Basic         Expiration       Royalty & Percentage         Date of Lease       Lessee of Record
Fe Exploration Company's overriding their overriding royalty interest t	Before Payout: New Mexico Oil Corp. 7.5% Armstrong Energy Corp. 5.0% Manzano Oil Corp. <u>87.5%</u>	rmation except as otherw Working Interest & Ownership
ວ ພ 25 %	81.833333% 81.833333% 75.00%	rise noted.) % Net Revenue Interest

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

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

MANZANO OIL CORPORATION

ATTEST:

By: Kenneth Barbe. Secretary

Charles W. Hicks By:

Title: Vice-President

R. D. Lee, Jr.	By: Leora Lee, wife of R. D. Lee, Jr.
·	
	Date:
	P
Bill J. Lee a/k/a Bill L. Lee	By: Pat Lee, wife of Bill J. Lee
:	Date:
	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
2ST:	MOBIL PRODUCING TEXAS & NEW MEXICO, INC. AGENT FOR THE SUPERIOR OIL COMPANY
	By:
::	Title:
ST:	UNION TEXAS PETROLEUM CORPORATION
	By:
:	Title:
3ST:	SANTA FE EXPLORATION COMPANY
	Ву:
	Title:
STATE OF NEW MEXICO I TY OF <u>CHAVES</u> I	
The foregoing instrument was acknown ust, 198 5 , by CHARLES 1	ledged before me this <u>l6th</u> day of
Vice-President	OF MANZANO OIL CORPORATION
New Mexico corport	OF MANZANO OIL CORPORATION ration, on behalf of said corporation.
Signature JACKIE MIDKIFF NOTARY PUBLIC - NEW MEXICO NOTARY BOND FILED WITH STATE OF NEW MEXICO	
	NOTARY PUBLIC IN AND FOR
Wy Commission Expires	
STATE OFI	
	ledged before me this day of
, 198, by	OF NEW MEXICO OIL CORPORATION
corpo	ration, on behalf of said corporation.
	NOTARY PUBLIC IN AND FOR
	WARN'T LADDLA TH WHA LAN

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## ACHED TO AND MADE A PART OF UNIT AGREEMENT COVERING THE AIRSTEEP NORTHWEST DEEP UNIT AREA WEEN MANZANO OIL CORPORATOIN AS OPERATOR AND OTHER SIGNATORY PARTIES AS NON-OPERATORS. OTHER WORKING INTEREST OWNERS

	NEW MEXICO OIL CORPORATION
Ass't. Sec.	By:
EST:	ARMSTRONG ENERGY CORPORATION
e:	By:
LE	SSORS
'EST:	SCHARBAUER CATTLE COMPANY
e:	By:
OKIE LEE ANDERSON ESTATE	BROOKIE LEE ANDERSON ESTATE
W. A. Anderson, Jr. Personal Representative	By: John Richard Anderson Personal Representative Date:
Roy R. Lee, as his separate property	By: Brookie Lee Green, as her separate property
e:	Date:
Elizabeth F. Lee Berry, as her separate property, a/k/a Elizabeth Forrest Berry	By: Mary Ann Lee Wilmeth, as her separate property
e:	Date:
Becky B. Lee Christmas, as her separate property	By: Roy R. Lee, as his separate property
e:	Date:
Giles M. Lee	By: Joie Anderson Lee, wife of Giles M. Lee
e:	Date:

ACHED TO AND MADE A PART OF UNIT AGREEMENT COVERING THE AIRSTRIP NORTHWEST DEEP UNIT AREA

	By:
R. D. Lee, Jr.	Leora Lee, wife of R. D. Lee, Jr.
:	Date:
Bill J. Lee a/k/a Bill L. Lee	By: Pat Lee, wife of Bill J. Lee
:	Date:
	Date:
ST:	MOBIL PRODUCING TEXAS & NEW MEXICO, INC. Agent for the superior oil company
	By:
· · · · · · · · · · · · · · · · · · ·	
ST:	
21 •	UNION TEXAS PETROLEUM CORPORATION
	By:
:	
ST:	SANTA FE EXPLORATION COMPANY
	By:
:	Title:
STATE OFI	
The foregoing instrument was ac, 198, by	cknowledged before me this day of RLES W. HICKS
Vice-President New Mexico	OF MANZANO OIL CORPORATION
New Mexico	corporation, on behave or bara corporation.
	NOTARY PUBLIC IN AND FOR
ommission expires:	
STATE OF <u>NEW MEXICO</u> I TY OF <u>CHAVES</u> I	
The foregoing instrument was a	cknowledged before me this <u>26th</u> day of <u>August</u> . C. HARRIS, President
Terreteres.	OF NEW MEXICO OIL CORPORATION corporation, on behalf of said corporation.
NO IARY	Kath, A. Hall
PUBLIC	NOTARY PUBLIC IN AND FOR
commission expires: November 1	<u>14, 198</u> /

# WEEN MANZANO OIL CORPORATOIN AS OPERATOR AND OTHER SIGNATORY PARTIES AS NON-OPERATORS. OTHER WORKING INTEREST OWNERS

EST:	NEW MEXICO OIL CORPORATION
e:	By:
EST:	ARMSTRONG ENERGY CORPORATION
- Clatur & Figur- : 8/26/85	By: John States Title: fusident
LE	SSORS
EST:	SCHARBAUER CATTLE COMPANY
	By:
e:	Title:
OKIE LEE ANDERSON ESTATE	BROOKIE LEE ANDERSON ESTATE
W. A. Anderson, Jr. Personal Representative	By: John Richard Anderson Personal Representative
Roy R. Lee, as his separate property	Date: By: Brookie Lee Green, as her separate property
B:	Date:
Elizabeth F. Lee Berry, as her separate property, a/k/a Elizabeth Forrest Berry	By: Mary Ann Lee Wilmeth, a's her separate property
£\$	Date:
Becky B. Lee Christmas, as her separate property	By: Roy R. Lee, as his separate property
	Date:
Giles M. Lee	By: Joie Anderson Lee, wife of Giles M. Lee
:	Date:

CHED TO AND MADE A PART OF UNIT AG	REEMENT COVERING THE AIRSTRIP NORTHWEST DEEP UNIT AREA
STATE OF <u>Menor Medicity</u> X NTY OF <u>Chrwler</u> X	•
The foregoing instrument was ack	nowledged before, me this gloth, day of
valist, 198 5, by tak	powledged before, me this <u>alith</u> , day of
	OF ARMSTRONG ENERGY CORPORATION
Mew Melion co	rporation, on behalf of said corporation.
	La DIH
ARY	NOTARY PUBLIC IN AND FOR Manage Comments
	NOTARY PUBLIC IN AND FOR Chowes County
	ر <u>ون بین پر ایک کار میں بر این ایک کار ایک کار ایک کار کا کار کار کا کار کا کار کار کار ک</u>
commission expires - 3-18-86	·
THE OF NE	
STATE OF	
NTY OFI	
The foregoing instrument was ack	mowledged before me this day of
, 1,0,, 0,	OF SCHARBAUER CATTLE COMPANY
co	rporation, on behalf of said corporation.
	NOTARY PUBLIC IN AND FOR
commission expires:	
STATE OF	
The foregoing instrument was ack	mowledged before me this day of
the Brookie Lee Anderson Estate	by W. A. ANDERSON, JR., as Personal Representative
	NOTARY PUBLIC IN AND FOR
commission expires:	
STATE OFI	
NTY OFI	
The foregoing instrument was ack	mowledged before me this day of
, 198,	cnowledged before me this day of by JOHN RICHARD ANDERSON, as Personal Representative
the Brookie Lee Anderson Estate	
	NOTARY PUBLIC IN AND FOR
commission expires:	

ND OTHER SIGNATORY PARTIES AS NON-OPERATORS. S INTEREST OWNERS
NEW MEXICO OIL CORPORATION
By:
•
Title:
ARMSTRONG ENERGY CORPORATION
By:
Title:
SSORS
SCHARBAUER CATTLE COMPANY
By:
Title: <u>Vice President</u>
BROOKIE LEE ANDERSON ESTATE
By: John Richard Anderson
Personal Representative
Date:
By:
By: Brookie Lee Green, as her separate property
Date:
By:
Mary Ann Lee Wilmeth, as her separate property
Date:
By:
By: Roy R. Lee, as his separate property
Date:
Bur 4
By: Joie Anderson Lee, wife of Giles M. Lee
Date:

	LOVERING THE AIRSTRIP NORTHWEST DEEP UNIT AREA
THE STATE OFI COUNTY OFI	٩.
The foregoing instrument was acknowledged , 198, by	i before me this day of
	OF ARMSTRONG ENERGY CORPORATION
a corporation	n, on behalf of said corporation.
	NOTARY PUBLIC IN AND FOR
My commission expires:	
THE STATE OF TEXAS I COUNTY OF MIDLAND I	
The foregoing instrument was acknowledge, 1985, byClarence Sc	d before me this <u>21st</u> day of <u>August</u> harbauer III, Vice President
a Texas corporation	OF SCHARBAUER CATTLE COMPANY
	, on behalf of Balu corporation.
JUDITH A. JEHRING Notary Public, State of Texes My Commission Expires June 18, 1988	NOTART PUBLIC IN AND FOR Midland Country Texas
My commission expires:	
THE STATE OFI	
The foregoing instrument was acknowledged, 198, by <u>W. A</u> of the Brookie Lee Anderson Estate	d before me this day of . ANDERSON, JR., as Personal Representative
	· · · · · · · · · · · · · · · · · · ·
	NOTARY PUBLIC IN AND FOR
My commission expires:	
THE STATE OFI COUNTY OFI	
The foregoing instrument was acknowledge , 198, by, JOHN	d before me this day of RICHARD ANDERSON, as Personal Representative
of the Brookie Lee Anderson Estate	
	NOTARY PUBLIC IN AND FOR
My commission expires:	

14

R. D. Lee, Jr.	By:
R. D. Lee, Jr.	Leora Lee, wife of R. D. Lee, Jr.
	Date:
	By:
Bill J. Lee a/k/a Bill L. Lee	By: Pat Lee, wife of Bill J. Lee
	Date:
ST:	MOBIL PRODUCING TEXAS & NEW MEXICO, INC. Agent for the superior oil company
	By:
	Title:
ST:	UNION TEXAS PETROLEUM CORPORATION
	By: John A- Freeman
:	John A. Freeman Title: <u>Regional Production Manager - We</u> stern Reg
ST:	SANTA FE EXPLORATION COMPANY
	By:
•	<b>M</b> /+1
STATE OFI	
, 198 , by CHARLE	nowledged before me this day of ES W. HICKS
Vice-President New Mexico cor	OF MANZANO OIL CORPORATION rporation, on behalf of said corporation.
	NOTARY PUBLIC IN AND FOR
ommission expires:	
ARLER OR	
STATE OFI	
The foregoing instrument was ack	nowledged before me this day of
The foregoing instrument was ackr	OF <u>NEW MEXICO OIL CORPORATION</u> rporation, on behalf of said corporation.
The foregoing instrument was ackr	OF NEW MEXICO OIL CORPORATION

	ABERENT COVERING THE AIRSTRIP NORTHWEST DEEP UNIT AREA
STATE OF	
The foregoing instrument was ack , 198	nowledged before me this day of by _BILL J. LEE a/k/a/ BILL L. LEE and his wife,
LEE	
	NOTARY PUBLIC IN AND FOR
commission expires:	· · · · · · · · · · · · · · · · · · ·
STATE OFI	
The foregoing instrument was ack	nowledged before me this day of
, 198, by	OF MOBIL PRODUCING TEXAS & NEW MEXICO, INC.
co	rporation, on behalf of said corporation.
	NOTARY PUBLIC IN AND FOR
commission expires:	
STATE OF <u>TEXAS</u> NTY OF <u>MIDLAND</u> I	
The foregoing instrument was ack	nowledged before me this 22 day of August
	Freeman, Regional Production Manager - Western Region OF UNION TEXAS PETROLEUM CORPORATION
Delaware co	rporation, on behalf of said corporation.
	NOTARY PUBLIC IN AND FOR
6	THE STATE OF TEXAS
commission expires: 4-29-86	
ሮጥለጥዎ በም ሻ	
STATE OFI	
The foregoing instrument was ack	mowledged before me this day of
, 198, by	OF SANTA FE EXPLORATION COMPANY prporation, on behalf of said corporation.
CO	rporation, on benair of said corporation.
	NOTARY PUBLIC IN AND FOR
commission expires:	
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ALLAURED IN AND MADE A FART OF UNIT AGREEMENT COVERING THE AIRSTRIP NORTHWEST DEEP UNIT AREA BETWEEN MANZANO OIL CORPORATOIN AS OPERATOR AND OTHER SIGNATORY PARTIES AS NON-OPERATORS. OTHER WORKING INTEREST OWNERS

ATTEST:	NEW MEXICO OIL CORPORATION
By:	By:
Date:	Title:
ATTEST:	ARMSTRONG ENERGY CORPORATION
By:	By:
Date:	Title:
LE	SSORS
ATTEST:	SCHARBAUER CATTLE COMPANY
By:	By:
Date:	Title:
BROOKIE LEE ANDERSON ESTATE	BROOKIE LEE ANDERSON ESTATE
By: W. A. Anderson, Jr. Personal Representative	By: John Richard Anderson Personal Representative
Date:	Date:
By: Roy R. Lee, as his separate property	By: Brookie Lee Green, as her separate property
Date:	Date:
By: Elizabeth F. Lee Berry, as her separate property, a/k/a Elizabeth Forrest Berry	By: Mary Ann Lee Wilmeth, as her separate property
Date:	Date:
By: Becky B. Lee Christmas, as her separate property	By: Roy R. Lee, as his separate property
Date:	Date:
By: <u>Siles M. Cee</u> Giles M. Lee	By: <u>Joie Anderson Lee, wife of Giles M. Lee</u>
Date:	Date:

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FTACHED TO AND MADE A PART OF UNIT AG	REEMENT COVERING THE AIRSTRIP NORTHWEST DEEP UNIT
y: R. D. Lee, Jr.	By: Leora Lee, wife of R. D. Lee, Jr.
R. D. Lee, Jr.	Leora Lee, wife of R. D. Lee, Jr.
ate:	Date:
	$(\mathcal{A})\mathcal{A}$
Bill J. Lee a/k/a Bill L. Lee	By: Pat Lee, wife of Bill . Lee
ite:	Date:
TTEST:	MOBIL PRODUCING TEXAS & NEW MEXICO, INC. AGENT FOR THE SUPERIOR OIL COMPANY
y:	By:
ate:	Title:
TTEST:	UNION TEXAS PETROLEUM CORPORATION
y:	By:
ate:	
······································	
TTEST:	SANTA FE EXPLORATION COMPANY
y:	By:
ate:	
HE STATE OFI	
The foregoing instrument was ack	nowledged before me this day of
, 198, by CHARL	OF MANZANO OIL CORPORATION
New Mexico con	OF MANZANO OIL CORPORATION rporation, on behalf of said corporation.
	NOTARY PUBLIC IN AND FOR
	NOTARY PUBLIC IN AND FOR
y commission expires: HE STATE OFI OUNTY OFX	
y commission expires: HE STATE OFI DUNTY OFX	
y commission expires: HE STATE OFI DUNTY OFI The foregoing instrument was ackn , 198, by	nowledged before me this day of
y commission expires: HE STATE OFI OUNTY OFI The foregoing instrument was ackn , 198, by	
y commission expires: HE STATE OFI OUNTY OFI The foregoing instrument was ackn , 198, by	nowledged before me this day of
y commission expires: HE STATE OFI OUNTY OFI The foregoing instrument was ackn , 198, by	nowledged before me this day of

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THE STATE OFI COUNTY OFI		
	owledged before me this	day of
, 198, by		
a cor	poration, on behalf of said co	rporation.
		-
	NOTARY PUBLIC IN AND F	OR
My commission expires:		*
THE STATE OFI COUNTY OFI		
	and the same and the	3 *
The foregoing instrument was ackn, 198, by		
	OF SCHARBAUER CATTLE	COMPANY
a cor	poration, on behalf of said co	rporation.
	NOTARI FUBLIC IN AND F	
	NOTARY PUBLIC IN AND F	
My commission expires:		
My commission expires:		
My commission expires:		
THE STATE OFI		
THE STATE OFI COUNTY OFI The foregoing instrument was ackn , 198 , b	nowledged before me this	day of sonal Representativ
THE STATE OFI COUNTY OFI The foregoing instrument was ackn , 198 , b	nowledged before me this	day of sonal Representativ
THE STATE OFI COUNTY OFI The foregoing instrument was ackn , 198 , b	nowledged before me this	day of sonal Representativ
THE STATE OFI COUNTY OFI The foregoing instrument was ackn , 198 , b	nowledged before me this by <u>W. A. ANDERSON, JR., as Per</u>	day of sonal Representativ
THE STATE OFI COUNTY OFI The foregoing instrument was ackn , 198 , b	nowledged before me this	day of sonal Representativ OR
THE STATE OFI	nowledged before me this by <u>W. A. ANDERSON, JR., as Per</u> NOTARY PUBLIC IN AND F	day of sonal Representativ OR
THE STATE OF	nowledged before me this by <u>W. A. ANDERSON, JR., as Per</u> NOTARY PUBLIC IN AND F	day of sonal Representativ OR
THE STATE OFI COUNTY OFI The foregoing instrument was ackn , 198, b of the Brookie Lee Anderson Estate	nowledged before me this by <u>W. A. ANDERSON, JR., as Per</u> NOTARY PUBLIC IN AND F	day of sonal Representativ OR
THE STATE OF	nowledged before me this by <u>W. A. ANDERSON, JR., as Per</u> NOTARY PUBLIC IN AND F	day of sonal Representativ OR
THE STATE OFI         COUNTY OFI         The foregoing instrument was ackn         , 198, b         of the Brookie Lee Anderson Estate         My commission expires:         THE STATE OFI         COUNTY OFI         The foregoing instrument was ackn	nowledged before me this by <u>W. A. ANDERSON, JR., as Per</u> NOTARY PUBLIC IN AND F	day of sonal Representativ OR day of
THE STATE OFI         COUNTY OFI         The foregoing instrument was ackn	nowledged before me this	day of sonal Representativ OR OR day of ersonal Representat
THE STATE OFI         COUNTY OFI         The foregoing instrument was ackn         , 198, b         of the Brookie Lee Anderson Estate         My commission expires:         THE STATE OFI         COUNTY OFI         The foregoing instrument was ackn	nowledged before me this by <u>W. A. ANDERSON, JR., as Per</u> NOTARY PUBLIC IN AND F	day of sonal Representativ OR OR day of ersonal Representat
THE STATE OFI         COUNTY OFI         The foregoing instrument was ackn	nowledged before me this	day of sonal Representativ OR OR day of ersonal Representat
THE STATE OFI         COUNTY OFI         The foregoing instrument was ackn	nowledged before me this	day of sonal Representativ

My commission expires:

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THE STATE OFI	
The foregoing instrument was ackn , 198, b	owledged before me this day of y ROY R. LEE, as his separate property
	NOTARY PUBLIC IN AND FOR
fy commission expires:	
·	
THE STATE OFI	
COUNTY OFI	
The foregoing instrument was ackn	owledged before me this day of
, 198, b	y BROOKIE LEE GREEN, as her separate property
	NOTARY PUBLIC IN AND FOR
fy commission expires:	
THE STATE OFI	
COUNTY OF	
	owledged before me this day of
The foregoing instrument was ackn	owledged before me this day of y _ELIZABETH F. LEE BERRY a/k/a ELIZABETH FORREST
The foregoing instrument was ackn	
The foregoing instrument was ackn	
The foregoing instrument was ackn	
The foregoing instrument was ackn 	
The foregoing instrument was ackn , 198, b BERRY, as her separate property	
The foregoing instrument was ackn , 198, b BERRY, as her separate property	
The foregoing instrument was ackn , 198, b BERRY, as her separate property	
The foregoing instrument was ackn , 198, b BERRY, as her separate property	
The foregoing instrument was ackn , 198, b BERRY, as her separate property My commission expires: THE STATE OFI COUNTY OFI	NOTARY PUBLIC IN AND FOR
The foregoing instrument was ackn , 198, b BERRY, as her separate property fy commission expires: THE STATE OFI COUNTY OFI The foregoing instrument was ackn	
The foregoing instrument was ackn , 198, b BERRY, as her separate property fy commission expires: THE STATE OFI COUNTY OFI The foregoing instrument was ackn	NOTARY PUBLIC IN AND FOR
The foregoing instrument was ackn , 198, b BERRY, as her separate property My commission expires: THE STATE OFI COUNTY OFI The foregoing instrument was ackn	NOTARY PUBLIC IN AND FOR
The foregoing instrument was ackn , 198, b BERRY, as her separate property My commission expires: THE STATE OFI COUNTY OFI The foregoing instrument was ackn	NOTARY PUBLIC IN AND FOR
The foregoing instrument was ackn , 198, b BERRY, as her separate property My commission expires: THE STATE OFI COUNTY OFI The foregoing instrument was ackn	NOTARY PUBLIC IN AND FOR
The foregoing instrument was ackn , 198, b BERRY, as her separate property My commission expires: THE STATE OFI COUNTY OFI The foregoing instrument was ackn	NOTARY PUBLIC IN AND FOR
BERRY, as her separate property         My commission expires:         THE STATE OF         I         COUNTY OF         I         The foregoing instrument was ackn	NOTARY PUBLIC IN AND FOR

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ATTACHED TO AND MADE A PART OF UNIT AGREEME	NT COVERING THE AIRSTRIP NORTHWEST DEEP UNIT ARE
THE STATE OFI COUNTY OFI	
The foregoing instrument was acknowled , 198, by _B	dged before me this day of ECKY B. LEE CHRISTMAS, as her separate property
	NOTARY PUBLIC IN AND FOR
My commission expires:	_
THE STATE OFI COUNTY OFI	
The foregoing instrument was acknowled , 198, by _R	dged before me this day of OY R. LEE, as his separate property
	NOTARY PUBLIC IN AND FOR
My commission expires:	
THE STATE OF <u>Heat Alus ceo</u> I COUNTY OF <u>Kanes</u>	
The foregoing instrument was acknowled <i>lugut</i> , 198 <i>s</i> , by <i>G</i>	dged before me this $\frac{24^{24}}{11}$ day of <u>LES M. LEE and his wife, JOIE ANDERSON LEE</u>
Signatore JACKIE MIDKIFF	
NOTARY PUBLIC - NEW MEXICO	NOTARY PUBLIC IN AND FOR
My commission expires: THE STATE OF <u>Then Theres</u> I COUNTY OF <u>I Anne I</u>	-
The foregoing instrument was acknowled	dged before me this <u>36</u> day of . D. LEE, JR. and his wife, LEORA LEE
OFFICIAL SEAL	·
A Signator JACKIE MIDKIFF NOTARY PUBLIC - NEW MEXICO NOTARY BOND FILED WITH STATE OF NEW MEXICO My Commission Expires	NOTARY PUBLIC IN AND FOR
& gggggggggggggggggggggggggggggggggggg	

;**'** 

ATTACHED TO AND MADE A PART OF UNIT AGREEMENT COVERING THE AIRSTRIP NORTHWEST DEEP UNIT ARE

THE STATE OF New Musico ľ Ø) COUNTY OF The foregoing instrument was acknowledged before me this 26 day of \_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_, 198 \_\_\_\_, by BILL J. LEE a/k/a/ BILL L. LEE and his wife, PAT LEE OFRICIAL SEAL Jula The NOTARY PUBLIC IN AND FOR JACKIE MIDKIFF NOTARY POBLIC - NEW MEXICO NOTARY BOND FILED WITH STATE OF NEW MEXICO My commission correctores ////0/ THE STATE OF Ĭ COUNTY OF \_\_\_\_ The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_ \_\_\_\_, 198 \_\_\_\_, by \_\_\_\_\_ OF MOBIL PRODUCING TEXAS & NEW MEXICO, INC. corporation, on behalf of said corporation. я NOTARY PUBLIC IN AND FOR My commission expires: THE STATE OF \_\_\_\_\_ COUNTY OF The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_ \_\_\_\_\_, 198 \_\_\_\_\_, by \_\_\_\_\_ OF UNION TEXAS PETROLEUM CORPORATION \_\_\_\_\_ CORPORATION, on behalf of said corporation. NOTARY PUBLIC IN AND FOR My commission expires: THE STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_ The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ \_\_\_\_\_, 198 \_\_\_\_\_, by \_\_\_\_\_\_ OF <u>SANTA FE EXPLORATION COMPANY</u> corporation, on behalf of said corporation. а NOTARY PUBLIC IN AND FOR  $\mathcal{C}$ My commission expires: \_\_\_\_

			NO. 015	004	
Ø8/27/85 16:15	MPIM ENV. & R	keu. Ny coursing '			TT INTT ADTA
ATTACHED TO AND MADE A PART	OF UNIT AGREEME	SNT COVERING	THE AIRDINIE A	ACAINMEST DE	
	¥				
THE STATE OF	<u>}</u>				
	- and a second s			-	
The foregoing instrument	nt was acknowled	dged before a	e this	day :	of
PAT LEE	98, by <u>B</u>	LLL J. LEG A/	K/H/ DILL L.	LES and als	WILEI
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		NOTARY PL	BLIC IN AND F	OR	
My commission expires:	•				
THE STATE OF TEXAS	¥ ·				
COUNTY OF	- <u>1</u>				•
	•••				
The foregoing instrument, 198 5, 1	nt was acknowled by JOHN B. HUCK	dged before m (ABAY, ATTORN)	ex this 28 EX=IN-FACT	day	of <u>August</u>
		OF THE	SUPERIOR OIL	COMPANY	
A THE WALK 2	corpora	tion, on beha	ilf of said co	rporation.	
		Sille	Clante	n.	
A HILL AND			IBLIC IN AND F E CLANTON	OR MIDLAND	COUNTY, TEXA
The Constant Annal					
My commission expires: <u>7</u>	-31-88				
THE STATE OF	_X				
THE STATE OF	Ţĭ				
The foregoing instrument	nt was acknowled	dged before m	ne this	dav (	of
	by				
The foregoing instrumen , 198, b		OF UNIC	N TEXAS PETRO	LEUM CORPOR	ATION
	corporal	cion, on dena	LI OI SAIG CO	rporation.	
•		NOTARY PU	BLIC IN AND F	OR	· · · · · · · · · · · · · · · · · · ·
ty commission expires:					
THE STATE OF	- <u></u>				
	_^				
The foregoing instrumen	nt was acknowled	dged before a	ne this	day (	of
The foregoing instrumen	Бу	OF GANT	A PE EVELOPAT	TON COMPANY	
8	corpora	tion, on beha	ilf of said co	rporation.	
	•	_		-	
		NOTARY PL	JBLIC IN AND F	OR	
			<u></u>	-	
My commission expires:					

08/27/85 16:16

MPTM ENV. & REG.

NO.015

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ATTACHED TO AND MADE A PART OF UNIT AGREEM	NT COVERING THE AIRSTRIP NORTHWEST DEE	VNIT AREA
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By: R. D. Lee, Jr.	By: Leora Lee, wife of R. D. Lee, Jr.
Date:	Date:
By: Bill J. Lee e/k/a Bill L. Lee	By: Pat Lee, wife of Bill J. Lee
Date:	Date:
ATTEST:	THE SUPERIOR OIL COMPANY
By:	By: Antuckalang
Date:	Title: Attorney-in-Fact
ATTEST:	UNION TEXAS PETROLEUM CORPORATION
By:	By:
Date:	Title:
ATTEST:	SANTA VE EXPLORATION COMPANY
By:	By:
Date:	Title:
THE STATE OF <u>New Mexico</u> I COUNTY OF <u>Chaves</u> I The foregoing instrument was acknowledged August , 198 5 , by <u>CHARLES W. HIC</u>	before me this day of
Vice-President	
ACKIE MIDKIFT NOTARY PUBLIS - NEW MERICO NOTARY PUBLIS - NEW MERICO NOTARY POND FILLS WITH STATE OF NEW MERICO NY COMMINIST CAN'TO	NOTARY PUBLIC IN AND FOR
My commission expires:	
The foregoing instrument was acknowledged	before me this day of
	OF NEW MEXICO OIL CORPORATION
	NOTARY PUBLIC IN AND FOR
Ny completion expires:	*****

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ATTACHED TO AND MADE A PART OF UNIT AGREEMENT COVERING THE AIRSTRIP NORTHWEST DEEP UNIT AND

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By: R. D. Lee, Jr.	By: Leora Lee, wife of R. D. Lee, Jr.
Date:	Date:
By: Bill J. Lee a/k/a Bill L. Lee	By: Pat Lee, wife of Bill J. Lee
Date:	Date:
ATTEST:	MOBIL PRODUCING TEXAS & NEW MEXICO, INC. AGENT FOR THE SUPERIOR OIL COMPANY
By:	By:
Date:	Title:
ATTEST:	UNION TEXAS PETROLEUM CORPORATION
By:	By:
Date:	Title:
ATTEST:	SANTA FE EXPLORATION COMPANY
By: Jue 1. Junio Date: August 27, 1985	By: Www. a. Ule alp-1 Title: President
THE STATE OFY	d before me this day of
, 198, by <u>CHARLES W. HI</u>	CKS
a <u>New Mexico</u> corporatio	n, on behalf of said corporation.
	NOTARY PUBLIC IN AND FOR
My commission expires:	
THE STATE OFY COUNTY OFY	
The foregoing instrument was acknowledge , 198 , by	d before me this day of
a corporatio	OF <u>NEW MEXICO OIL CORPORATION</u> on, on behalf of said corporation.
	NOTARY PUBLIC IN AND FOR
My commission expires:	

ATTACHED TO AND MADE A PART OF UNIT AGREEMEN	NT COVERING THE AIRSTRIP NORTHWEST DEEP UN:
THE STATE OFI	
The foregoing instrument was acknowled	ged before me this day of
, 198, by <u>B</u> I	LL J. LEE a/k/a/ BILL L. LEE and his wife,
PAT LEE	
	NOTARY PUBLIC IN AND FOR
My commission expires:	۰. ۲
THE STATE OFX COUNTY OFX	
	ged before me this day of
, 170, 09	OF MOBIL PRODUCING TEXAS & NEW MEXICO, INC
a corporat	tion, on behalf of said corporation.
	NOTARY PUBLIC IN AND FOR
My commission expires:	
THE STATE OF	
COUNTY OFX	
The foregoing instrument was acknowled	ged before me this day of
, 198, by	OF UNION TEXAS PETROLEUM CORPORATION
a corporat	ion, on behalf of said corporation.
	NOTARY PUBLIC IN AND FOR
My commission expires:	
THE STATE OF <u>NEW MEXICO</u>	
COUNTY OF	
The foregoing instrument was acknowled	ged before me this <u>27th</u> day of
<u>August</u> , 198 <u>5</u> , by <u>Willian</u> President	n A. McAlpine, Jr.,
	ion, on behalf of said corporation.
	Louis Roll H
	NOTARY PUBLIC IN AND FOR
	Chaves County, New Mexico
My commission expires 3-18-86	
(A. C. U. D. C.	
S CALLER STORY	· · · ·
N N N	





JIM BACA COMMISSIONER

August 27, 1985

ommissioner of Public Lands

Ernest L. Padilla P. O. Box 2253 Santa Fe, New Mexico 87501

> Re: Proposed Airstrip Northwest Deep Unit Lea County, New Mexico

P.O. BOX 1148

SANTA FE, NEW MEXICO 87504-1148

Express Mail Delivery Use:

Santa Fe, New Mexico 87501

310 Old Santa Fe Trail

Dear Ernest:

This office has reviewed the unexecuted copy of unit agreement for the proposed Airstrip Northwest Deep Unit Agreement, which you have submitted on behalf of Manzano Oil Corporation as Operator, Lea County, New Mexico. This proposed agreement meets the general requirements of the Commissioner of Public Lands and has this date granted you preliminary approval as to form and content.

Preliminary approval shall not be construed to mean final approval of this agreement in any way and will not extend any short terms leases, until final approval and an effective date have been given. Also, any well commenced prior to the effective date of this agreement which penetrates its objective horizon prior to said effective date shall not be construed as the initial test well.

When submitting your agreement for final approval, please submit the following.

- 1. On Exhibit "B" Tract No. 3, the expiration date of Lease No. V-687 should be March 1, 1988.
- 2. Application for formal approval by the Commissioner setting forth the tracts that have been committed and the tracts that have not been committed.
- 3. All ratifications from the Lessees of Record and Working Interest Owners. All signatures should be acknowledged before a notary and one set must contain original signatures.

Your filing fee in the amount of Thirty Dollars has been received.

BY:

Very truly yours,

JIM BACA COMMISSIONER OF PUBLIC LANDS

RAY D./GRAMAM, Director Oil and Gas Division AC 505/827-5744